



AGENDA

March 27, 2026
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
March 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 February 27, 2026 Meeting Minutes

7. GENERAL BUSINESS

7.1 Approve allocating RCES design and support service fees of \$50,000 each for project development of the secondary chilled water pump replacement, dry-type transformer replacement, chilled water expansion, and dewatering facility replacement projects for a total of \$200,000

7.2 Approve award of three-year continuing service contracts to Garney Companies, Inc., Prime Construction Group, Inc., RCM Utilities, LLC, Sawcross, Inc., and TLC Diversified, Inc. for water, wastewater, and reclaimed water construction projects as needed and authorize the District Administrator to execute the contracts with a total expenditure not-to-exceed \$9,000,000

7.3 Approve award of three-year Contract #C006986 for compactor and baler preventative maintenance, repairs, and installations to C&D Industrial Maintenance LLC and authorize the District Administrator to execute the contract with an estimated expenditure of \$1,155,000

7.4 Approve award of Contract #C006985 to Granite Construction Company for the Water Control Structure S-405A Gate Replacement project and authorize the District Administrator to execute the contract in the amount of \$1,806,600 plus 10% contingency for a total of \$1,987,260

7.5 Approve the 2026 "A" Unit Collective Bargaining Agreement

8. OTHER BUSINESS

8.1 Accept the Fiscal Year 2025 Annual Financial Statements of the Central Florida Tourism Oversight District

9. ADJOURN

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

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



Central Florida Tourism Oversight District

Board of Supervisors Meeting

REGULAR MEETING MINUTES

February 27, 2026

On Friday, February 27, 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

Supervisor Scott Workman

CFTOD Staff:

Deputy District Administrator Mike Crikis

Chief Financial Officer Susan Higginbotham

Chief Strategic Officer Chad Colby

Fire Chief Eric Ferrari

District Attorney Roy Payne

District Paralegal Vanessa Heiser

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

District Assistant Fire Chief Roger Smith

District Parking Operations Manager John Addy

1. Call to Order

Chair Yarbrough called the meeting to order at 10:32 a.m.

2. Opening Invocation

An invocation and message were delivered by District Chaplain Rick Spence.

3. Pledge of Allegiance

The Pledge of Allegiance was led by District Fire Chief Eric Ferrari.

4. PUBLIC COMMENT

There were no public comments.

5. REPORTS

5.1 Administrator’s Report

Deputy District Administrator, Mike Crikis noted the 2025 accomplishments and highlights of the District’s Public Works Department, Planning and Engineering, and Traffic and Parking Operations, including a special recognition to the Parking Operations Team and the Fire Department.

Immediately after the Administrator’s Report, Chair Alexis Yarbrough recognized Deputy District Administrator Mike Crikis for his 45 years of service at Walt Disney World and the District.

6. CONSENT AGENDA

There were no changes to the consent agenda.

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

Vote: Motion carried unanimously.

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

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

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

Vote: Motion carried unanimously.

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

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

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

Vote: Motion carried unanimously.

- 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**

Director of Energy Services, Chris Ferraro, presented information on Item 7.3 and recommended Board approval.

Motion: Supervisor John Gilbert moved to approve Item 7.3. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

- 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**

Director of Construction Management, Craig Sandt, presented information on Item 7.4 and recommended Board approval.

Motion: Supervisor John Gilbert moved to approve Item 7.4. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

- 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**

Director of Construction Management, Craig Sandt, presented information on Item 7.5 and recommended Board approval.

Motion: Supervisor John Gilbert moved to approve Item 7.5. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

8. ADJOURN

There being no further business, Chair Alexis Yarbrough adjourned the meeting at 11:01 a.m.

ATTESTED THIS 27th day of March, 2026

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

Vanessa Heiser, Paralegal
Central Florida Tourism Oversight District

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 03/27/2026

Subject: Project Development RCES Support Fees for Various Projects

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item 7.1 allocating RCES design and support service fees of \$50,000 each for project development of the secondary chilled water pump replacement, dry-type transformer replacement, chilled water expansion, and dewatering facility replacement projects for a total of \$200,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

To support initial project planning, RCES is requesting approval for design and support service fees. This funding will enable RCES to conduct preliminary development activities, ensuring that key technical requirements, project assumptions, and scope elements are well defined.

Activities performed with this funding include:

- Preliminary site investigations and field verification
- Conduct conceptual planning and feasibility evaluations
- Develop preliminary scopes, cost options, and schedules
- Identify technical constraints and risks earlier in the project lifecycle
- Initiate Solicitation for Bid process, including preparation of Letters of Intent (LOI) and Requests for Proposals (RFP)

FINDINGS AND CONCLUSIONS:

The Utilities Division requests RCES design and support service fees in the amount of \$50,000 each for the following projects: secondary chilled water pump replacement, dry-type transformer replacement, chilled water expansion, and dewatering facility replacement projects.

FISCAL IMPACT:

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

PROCUREMENT REVIEW:

This action 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:

- N/A

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 03/27/2026

Subject: Award of Request for Proposal #C006939 – Water, Wastewater, and Reclaimed Water Construction Continuing Services

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.2** award of three-year continuing service contracts to Garney Companies, Inc., Prime Construction Group, Inc., RCM Utilities, LLC, Sawcross, Inc., and TLC Diversified, Inc. for water, wastewater, and reclaimed water construction projects as needed and authorize the District Administrator to execute the contracts with a total expenditure not-to-exceed \$9,000,000

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released on September 16, 2025

BACKGROUND:

The District’s Procurement & Contracting Department issued a Request for Proposal for qualified contractors to provide continuing services for above-ground water, wastewater, and reclaimed water infrastructure. The scope of services includes support for multiple lift stations, pump stations, treatment processes, and storage tanks associated with ongoing capital and operational projects.

FINDINGS AND CONCLUSIONS:

On September 16, 2025, Request for Proposal #C006939 was formally issued to the public. The solicitation was well received, generating strong participation from a qualified group of licensed contractors serving the Central Florida region. A total of five (5) bidders submitted proposals.

All proposals were evaluated by a formal selection committee during a publicly noticed meeting held on October 21, 2025. Firms achieving a minimum score of 90 points out of a possible 100 were selected for contract award.

The awarded firms are as follows:

Vendor	Location	Final Score
Garney Companies, Inc.	Winter Garden, FL	100
Prime Construction Group, Inc.	Orlando, FL	98
RCM Utilities, LLC	Eustis, FL	90
Sawcross, Inc.	Jacksonville, FL	95
TLC Diversified, Inc.	Palmetto, FL	94

FISCAL IMPACT:

Individual projects under the continuing contracts will be issued through task work orders not to exceed the approved expenditure of \$9,000,000 across all contracts. The individual task work orders will be funded from approved and budgeted funding of the District and Utility budgets and CFTOD Series Utility Revenue Bonds (Taxable). Any task work orders utilizing bond funds will be calendared for additional approval at future Board meetings.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The contracts have been reviewed and approved for form and legality by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C006939 - Water, Wastewater, and Reclaimed Water Above-Ground Utilities Construction Continuing Services
- Evaluation Score Sheet



**WATER, WASTEWATER, AND RECLAIMED WATER ABOVE-GROUND UTILITY CONSTRUCTION
CONTINUING SERVICES AGREEMENT**

THIS AGREEMENT, is made effective as of March 27, 2026 by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Garney Companies, Inc.**, (herein referred to as the "Contractor"), whose mailing address is 1700 Swift Street, North Kansas City, Missouri 64116.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposals ("RFP") No. C006939 on September 16, 2025 for water, wastewater, and reclaimed water above-ground utilities construction continuing services. Contractor shall provide construction services for above-ground water, wastewater, and reclaimed water assets, including multiple lift stations, pump stations, treatment processes, and storage tanks for a three-year continuing contract term;

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

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

1. **DEFINITIONS.**

- A. **Agreement.** The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 10.
- B. **Services.**
 - i. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in **Exhibit A**, imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 and where any Amendments have been issued pursuant to Section 10 of this Agreement.
 - ii. The Contractor shall provide and pay for all materials, tools, equipment, labor, professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work. The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor.
- C. **General Conditions.** The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to sections refer to those in this Agreement.

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

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



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- A. Term. This Agreement shall commence on **APRIL 1, 2026** and continue in effect for a term of **THREE (3) YEARS**, through and including **MARCH 31, 2029**.
- B. Optional Renewal. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- C. Initial Request. Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A - Scope of Work** unless Owner requests scheduled or future work.
- D. Project Proposal. The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B - Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the contract while a formal proposal and Task Work Order is drafted for the project.
- E. Task Work Orders for Projects.
- i. Individual Projects: Contractor will be required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
 - ii. Scheduled/Future Projects: If Owner requests service for a future date and does not require the emergency response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
 - iii. Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractors/sub-consultants, if applicable.
 - iv. Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- F. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
- G. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- H. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional services.
4. **COMPENSATION**. Owner shall compensate the Contractor for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B - Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.



- A. Applications for Payment. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.
- B. Monthly Progress Payments. The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner's Representative shall review and approve the Contractor's Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner's Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. Project Schedule and Progress Reports (if requested by Owner). A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- D. Pricing Documentation. Contractor shall provide any and all documentation required by Owner in connection with labor, materials, and equipment. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subcontractor Proposals: Copies of all subcontractor proposals received for any portion of the Services.
- E. Final Payments. Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- F. Invoice Form and Address. All invoices shall be in the form required by Owner, reference the contract number, and shall be addressed appropriately as outlined below based on the Owner's Representative/department the task work order/invoice pertains to:

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

- G. Payment of Invoices. The Owner's Representative must review and approve all invoices prior to payment. Owner approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in sections 218.73 and 218.735, Florida Statutes, as applicable.



- H. Withholding of Payment. Owner reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the Owner's Representative; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- I. Amendments to Services. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of this section; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same. Owner retains the right to reduce any portion of Contractor's Services at any time. Any additions or reductions to the Scope of Services and Not to Exceed Amount shall be in accordance with the provisions of Section 10 of this Agreement.
- J. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders. Should the Contractor fail to achieve Substantial Completion by the date provided in Task Work Order, the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of (specified in Task Work Order, if applicable) for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The liquidated damages referenced herein may also be assessed and collected against the Surety. Liquidated damages do not apply to final completion dates.
6. **INSURANCE AND INDEMNIFICATION.**
- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that



- precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
 - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
 - C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
 - D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
 - E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
 - F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
 - G. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the District and its appointed board supervisors, officers, employees, and volunteers from and against liabilities, damages, losses and costs including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Services in strict compliance with the Contract Documents, unless such failure has been specifically waived by the District in writing upon final acceptance of the Services) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Agreement, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Services. The provisions of this paragraph shall survive the expiration or termination of this Agreement.



7. 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 Contractor.
- 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 Contractor to carry out any obligation, term, or condition of this Agreement. Any notice of termination given to Contractor by Owner shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (i) Contractor fails to properly perform any of the services set forth in the Scope of the Agreement and any resulting Task Work Orders;
 - (ii) Contractor fails to complete the work required within the time stipulated in Task Work Orders issued under this Agreement;
 - (iii) Contractor fails to meet milestones in the Task Work Orders and/or gives the Owner reason to believe that Contractor cannot or will not perform to the requirements of the Agreement;
 - (iv) Failure of Contractor to respond and be on-site no later than 24-hours after a request for service from the District; or
 - (v) Multiple failures of Contractor to respond to emergency calls within the two-hour (2-hr) response timeframe.
- C. Contractor's Opportunity to Cure Default: Owner may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in Owner's notice of default to Contractor. Contractor 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 Contractor 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 Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 4 and 10, through the date of termination.

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

9. FORCE MAJEURE.

- A. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
- B. Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, pandemics, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any part from performing its respective obligations.
- C. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to



any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

10. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- A. An Amendment may consist of additions, deletions, or other modifications to the Agreement which shall be in writing and mutually agreed upon by both parties.
- B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue an Amendment which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Amendment, the Contractor shall promptly proceed with the Amendment, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 4 in this Agreement.

11. REPRESENTATIONS. Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (C) it has by careful examination satisfied itself as to all other matters or things which could in any manner affect the performance of the Services.

12. CONTRACTOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- B. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- C. The Deliverables (if any) shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- D. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Contractor renders Services hereunder.

13. ARCHITECT/ENGINEER. Contractor shall refer to Plans and additional Specifications provided with each individual project, if any.

14. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.



- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

15. OWNERSHIP OF WORK PRODUCT.

- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 17 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

17. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general



disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

18. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
- B. Owner reserves the right to approve or disapprove the use of any Subcontractor for this Agreement.
- C. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
- D. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

19. **NOTICE.**

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

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

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

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

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

20. **THE OWNER'S REPRESENTATIVE.**

- A. **Reedy Creek Energy Services**, whose designated representative is **Kristen Waksman**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative");



provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

21. MISCELLANEOUS PROVISIONS.

- A. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.
- B. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- C. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

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



exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

23. **E-VERIFY COMPLIANCE.** The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.
24. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes. Owner may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified or has become ineligible to bid and contract with local government entities under F.S. 287.135. If this Agreement is terminated by the Owner as provided above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes. If this Agreement is terminated, the Contractor shall be paid only for the work completed as of the date of the Owner's termination. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
25. **LEGAL PROCEEDINGS.**
 - A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and



sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts has jurisdiction, then such Proceeding shall be submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. If any provision of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.
26. **ASSIGNMENT.** This Agreement is for the services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.
27. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Contractor prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.
28. **HEADINGS.** The headings contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.
29. **ENTIRE AGREEMENT.** This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
30. **WARRANTY.** Contractor warrants all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of project completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of project completion; or (B) the period of warranty provided



by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

31. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000 and will be paid as a separate line item. Contractor shall include the line item for a bond in their proposal for individual projects of \$200,000 or more. In such cases, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
32. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:
- A. The Project Specifications listed below are available for viewing and download under Request for Proposals (RFP) No. C006939: Water, Wastewater, and Reclaimed Water Above-Ground Utilities Construction Continuing Services at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/133419>, under documents.
- Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements.
 - Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Sample Form.
 - Reedy Creek Energy Services ("RCES") Contractor Safety Expectation - Confined Spaces, dated March 13, 2018.
 - Reedy Creek Energy Services ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4.
- B. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.
33. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.
- Exhibit A: Scope of Work (A-1 through A-4)
 - Exhibit B: Unit Price Schedule (B-1 through B-4)
 - Exhibit C: Special Contract Conditions (C-1 through C-15)
 - Exhibit D: General Conditions for Construction (D-1 through D-26)
 - Exhibit E: Forms (E-1 through E-8)
 - Exhibit F: Contractor Proposal (F-1 through F-31)
- B. If there is a conflict between the terms of this Agreement, Project Specifications and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Project Specifications and Exhibits. If there is a conflict between the Project Specifications and the Exhibits, the Project Specifications shall prevail.
- C. If there is a conflict between the terms of the Exhibits the order of precedence is as follows: (1) Exhibit A, (2) Exhibit C, (3) Exhibit D, (4) Exhibit E, (5) Exhibit B, then (6) Exhibit F.



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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
GARNEY COMPANIES, INC.

Signature: _____
As authorized by the Board of Supervisors

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: March 27, 2026

Date: _____

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006939

SECTION 1. SCOPE OF WORK BACKGROUND

- 1.1 The District is responsible for providing essential public services, including operating and maintaining potable water, wastewater treatment, and reclaimed water infrastructure.
- 1.2 The potable water supply and distribution system provides service to customers throughout the District. The system includes eleven (11) Floridian Aquifer wells and four (4) pump stations with a total design rating of 60 million gallons per day to meet an average daily demand of 14 million gallons. To augment the water production facilities during peak periods, the system includes five (5) above-ground water storage tanks having a combined capacity of 7.95 million gallons.
- 1.3 The wastewater system consists of gravity interceptor and collection and transmission lines with twenty-nine (29) lift stations and an advanced wastewater treatment plant with a permitted capacity of 20 million gallons per day. The effluent disposal system includes a 1,000-acre site containing eighty-five (85) rapid infiltration basins and a reclaimed water system with an average demand of 5.8 million gallons per day that is used for irrigation of golf courses and other landscaped areas.

SECTION 2. SCOPE OF WORK OVERVIEW

- 2.1 Contractor shall provide construction services for above-ground water, wastewater, and reclaimed water assets, including multiple lift stations, pump stations, treatment processes, and storage tanks for a 3-year continuing contract term.
- 2.2 Typical items of work may include, but are not limited to: the partial rehabilitation and replacement of existing and/or the installation of above-ground assets associated with the District's water, wastewater and reclaimed water utilities, including but not limited to pumps, valves, flow meters, process equipment, chemical feed systems and above-ground piping. In addition, this contract shall serve to provide the District with emergency response for minor repairs.
- 2.3 The specific scope of work shall be set forth in individual Task Authorizations issued by the Owner in the future as needed. The Contractors shall submit to the Owner's Representative a proposal in response to any such request using the rates established in the Agreement.
- 2.4 Response Time and Contractor Hours:
 - A. **Standard** labor shall be between the hours of 8:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
 - B. **Overtime** labor shall be defined as any hours worked outside of Standard, emergency call out and when workers are on the jobsite over eight-hours (8-hrs) a day.
 - C. For **emergencies**, Contractor will be on-site within two-hours (2-hrs) of an emergency call. Multiple failures to respond to emergency calls needed within the two-hour (2-hr) response is cause for contract default.
 - D. For **regular service**, Contractor will respond and will be on-site no later than 24 hours after a request for service from the District. Failure to adhere to this 24-hr response time will be cause for contract default.
- 2.5 Parts and materials shall be billed at cost, plus reasonable mark-up percentage.

SECTION 3. CONTRACTOR REQUIREMENTS

- 3.1 Contractor shall adhere to any and all RCES Specifications as applicable to each specific project estimated for a Task Work Order.
- 3.2 Service vehicle(s) shall contain all parts, equipment, and materials necessary to perform services.
- 3.3 Contractor must maintain valid licensing, accreditations, and certifications applicable to the services throughout the term of the Agreement.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006939

- 3.4 The Contractor shall be fully responsible for obtaining all necessary permits required for the work.
- A. In order to use the Central Florida Tourism Oversight District (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>.
- B. 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/>.
- 3.5 Special access throughout property will need to be approved prior to work being performed at Energy Plants.
- 3.6 The District will provide access in restricted areas. Contractor is required to have badge access in some areas of property with an escort. All employees must be able to pass a Level I background check to gain access.
- 3.7 If any projects are assigned with a value of \$200,000 or more, Contractor is required to furnish a recorded public construction bond for the value of the project in compliance with FS §255.05.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the District may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the District incurs the clean-up cost, the District will deduct the expenses incurred from any sums then or thereafter due the Contractor.
- 4.2 District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the District. No smoking of any kind at any time on District property.
- 4.3 District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes as level of professional hygiene that includes all Contractor-provided uniforms.
- 4.4 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.
- 4.5 Any and all complaints or calls for assistance from the District or its agents or representatives shall be responded to by the Contractor within twenty-four (24) hours of the District's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by the Contractor.
- 4.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner toward the District, guests, staff, and management. In the event the District believes that any of the Contractor's employees are acting other than herein required, or the District or its agents determine

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006939

that any of such employees are not performing their duties in a competent manner, the District shall so advise the Contractor and the Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by the District. Contractor shall maintain continuous and regular communications with the District concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by the Contractor hereunder.

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

SECTION 5. QUALITY CONTROL

- 5.1. 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.
- 5.2. The Owner 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 work.
- 5.3. Contractor shall provide weekly schedule and status updates to Owner on project progress.

SECTION 6. DAMAGE

- 6.1 Any damages caused by Contractor shall be repaired by 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 Contractor shall be the responsibility of Contractor.
- 6.2 Should the Owner elect to have Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the Work or may direct Contractor to proceed on a time and material basis.
- 6.3 Contractor shall report all damages to the Owner immediately.
- 6.4 Damages attributed from the Contractor shall be at no cost to the District.

SECTION 7. SAFETY

- 7.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 7.2 Contractor shall maintain safe working environments in conformance with all applicable Occupational Safety and Health Administration ("OSHA") standards, Walt Disney World ("WDW"), Reedy Creek Energy Services ("RCES"), and CFTOD safety standards and requirements.
- 7.3 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, eye, hearing and hand protection.
- 7.4 Confined Spaces: Contractor must comply with RCES Confined Space procedures.
- 7.5 Lockout Tagout ("LOTO"): Contractor shall comply with CFTOD LOTO procedures.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006939

- 7.6 Project Specific Safety Plan ("PSSP"): When applicable, Contractor shall furnish and have accepted through CFTOD safety prior to commencement of work. The Contractor must supply their own cranes or lifts in their cost, if necessary.
- 7.7 Contractor will provide a Project Specific Safety Plan ("PSSP") to District's Construction Safety Consultant prior to start of any work to include the following:
- Contractor company name and contact information;
 - Project number and name;
 - Summary of work to be performed;
 - Job hazards present and how to mitigate;
 - Personnel names to be working onsite;
 - Equipment to be utilized in performance of the work; and
 - Job hazard analysis ("JHA")
- 7.8 Crane Lift: When applicable, Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to CFTOD for review and approval prior to crane mobilization and all plans including scale site and evaluation plans showing the crane location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.

SECTION 8. TASK WORK ORDERS

- 8.1 Services will be requested as needed by District, and will be authorized on a Task Work Order ("TWO") basis. Task Work Order review and approval process (sample "TWO" form included in **Exhibit E – Sample Task Work Order Form**):
- A. The District will request written proposal from the Contractor. Written proposals must include the following:
1. Scope of Services (should be detailed and outline all tasks);
 2. Itemized Pricing (should be detailed to ensure the rates are pursuant to Agreement);
 3. Project Schedule; and
 4. List of subcontractors and/or sub-consultants, if applicable.
- B. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the contract while a formal proposal and Task Work Order is drafted for the project.
- 8.2 Liquidated Damages & Notice to Proceed ("NTP") dates will be negotiated for each project. Failures upon the part of the Contractor to complete the specific project within the time frame after receiving the Notice to Proceed ("NTP") will be assessed Liquidated Damages per day in the amount the District will determine for each project.
- 8.3 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, but may consider current workload, schedule, availability and expertise at the sole discretion of the District.
- 8.4 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006939

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

SECTION 1. LABOR RATES

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

- **Standard** labor shall be between the hours of 8:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **Overtime** labor shall be defined as any hours worked outside of Standard, emergency call out and when workers are on the jobsite over eight-hours (8-hrs) a day.
- For **emergencies** Contractor will be on-site within two-hours (2-hrs) of an emergency call. Multiple failures to respond to calls needed within the two-hour (2-hr) response is cause for contract default.

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

SECTION 2. PARTS AND MATERIALS MARK-UP

Parts and materials shall be billed at cost, plus a reasonable mark-up percentage. Contractor shall provide parts and material invoices from the suppliers upon request for Owner review. The mark-up percentage is inclusive of all Contractor's overhead, profit and costs associated with parts and materials. Additional fees,

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006939

costs, or mark-up will not be accepted. The District may decide to Owner direct purchase any parts or materials for Contractor use during the term of the Agreement.

SECTION 3. EQUIPMENT RATES

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

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

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

The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment.

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

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Equipment Description	Size Class	Daily Rate	Weekly Rate	Monthly Rate
COMPACTORS				
Reversible Plate Tamp	Impulse Force 10,001 - 20,000 lbs.	\$160.00	\$700.00	\$2,724.00
Jumping Jack	3,060 lbs./blow (Jumping Jack)	\$54.00	\$236.00	\$915.00
Wacker RT560	Thru 25 Inches (Trench Compactor)	\$705.00	\$2,815.00	\$10,045.00
Wacker RT820	26 - 34 Inches (Trench Compactor)	\$710.00	\$2,845.00	\$10,160.00
Bomag BW145DH-40	W/O Ballast 5.0 - 7.9 MTons	\$635.00	\$2,535.00	\$9,050.00
Bomag BW211PD-3	8.0 - 11.9 MTons	\$600.00	\$2,400.00	\$8,575.00
Bomag BW211PD-5	8.0 - 11.9 MTons	\$570.00	\$2,285.00	\$8,150.00
Caterpillar 815F Series 2	200 - 299 HP	\$1,770.00	\$7,080.00	\$25,280.00
Caterpillar CP-56	8.0 - 11.9 MTons	\$855.00	\$3,425.00	\$12,230.00
Caterpillar CP-563E	8.0 - 11.9 MTons	\$775.00	\$3,100.00	\$11,070.00
Dynapac CT262 (Disc. 2006)	200 - 299 HP	\$900.00	\$3,605.00	\$12,865.00
Hamm 2422DSB	12.0 - 14.9 MTons	\$650.00	\$2,605.00	\$9,310.00
Hamm 3205PB	5.0 - 7.9 MTons	\$480.00	\$1,920.00	\$6,850.00
Hamm 3412PB	12.0 - 14.9 MTons	\$665.00	\$2,660.00	\$9,500.00
Hamm 3412P	12.0 - 14.9 MTons	\$575.00	\$2,300.00	\$8,220.00
Hamm HD+120VO	11.3 MTons & Over	\$1,285.00	\$5,145.00	\$18,380.00
Hamm HD12VV	1.8 - 2.9 MTons	\$380.00	\$1,520.00	\$5,425.00
Multiquip MVH158GH	96 - 250 Kg (6,070 lbs./blow) Plate	\$69.00	\$275.00	\$985.00
Sakai SV400D-II	5.0 - 7.9 Mtons (67" Smooth Drum)	\$580.00	\$2,325.00	\$8,305.00
DEWATERING PUMPS				
Self-Priming Trash Pumps	4" Diesel, 44,000 Gal/Hr.	\$311.00	\$1,429.00	\$5,871.00
Self-Priming Trash Pumps	6" Diesel, 90,000 Gal/Hr.	\$478.00	\$2,143.00	\$8,602.00
Self-Priming Trash Pumps	8" Diesel, 125,000 Gal/Hr.	\$501.00	\$2,228.00	\$8,912.00
Heavy Duty Centrifugal Pumps	4" Diesel, 40,000 Gal/Hr.	\$266.00	\$1,197.00	\$4,824.00
Heavy Duty Centrifugal Pumps	8" Diesel, 125,000 Gal/Hr.	\$424.00	\$1,880.00	\$7,507.00
Suction Hose	4"x25'	\$5.00	\$21.00	\$76.00
Suction Hose	6"x25'	\$19.00	\$74.00	\$267.00
Discharge Hose	4"x25'	\$4.00	\$15.00	\$57.00
Discharge Hose	6"x25'	\$9.00	\$39.00	\$143.00
DOZERS				
Caterpillar D3K2	75 - 84 HP	\$790.00	\$3,451.00	\$13,579.00
Deere 700J XLT	105 - 129 HP	\$984.00	\$4,321.00	\$17,046.00
EXCAVATORS				
Bobcat E50	4.1 - 5.0 MTons	\$616.00	\$2,457.00	\$8,778.00
Bobcat E85	8.1 - 11.0 MTons	\$882.00	\$3,535.00	\$12,621.00
Caterpillar 308E2 CR	8.1 - 10 MTons	\$1,029.00	\$4,102.00	\$14,644.00
Caterpillar 315F L	16.1 - 19.0 MTons	\$1,247.00	\$5,393.00	\$20,938.00
Caterpillar 335F LCR	33.1 - 40.0 MTons	\$2,224.00	\$9,653.00	\$37,618.00
Caterpillar 336F	33.1 - 40.0 MTons	\$2,269.00	\$9,928.00	\$38,991.00
Caterpillar 349F	50.1 - 66.0 MTons	\$3,047.00	\$13,428.00	\$53,060.00
Caterpillar 374F L	66.1 - 90.0 MTons	\$3,978.00	\$17,464.00	\$68,768.00
LIGHT TOWERS				
Portable Heavy Duty Light Tower	Thru 7 KW, 11.5hp, 4 Lights, 30' Tower	\$161.00	\$807.00	\$3,498.00
LOADERS				
Caterpillar 938K	150 - 174 HP	\$978.00	\$4,275.00	\$16,809.00
Deere 624K	175 - 199 HP	\$896.00	\$3,931.00	\$15,495.00
ON-HIGHWAY LIGHT DUTY TRUCKS				
4x4 1/2 Ton Ext. Cab, Gas	355 HP	\$296.00	\$1,379.00	\$5,715.00
4x4 1/2 Ton Crew Cab, Gas	325 HP	\$304.00	\$1,410.00	\$5,829.00
4x4 3/4 Ton Crew Cab, Diesel	440 HP	\$351.00	\$1,620.00	\$6,692.00
4x4 1 Ton Crew Cab, Diesel	440 HP	\$358.00	\$1,636.00	\$6,744.00
PAVEMENT BROOMS				
Broce RJ-350	80 HP Diesel	\$400.00	\$1,590.00	\$5,670.00
Lay-Mor 6HC/8HC	37HP Diesel	\$300.00	\$1,205.00	\$4,295.00

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

End of Exhibit B

Exhibit C
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006939

Table of Contents:

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

Definitions:

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

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

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

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

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

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

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

Exhibit C
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006939

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

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

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

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

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

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

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

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

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

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

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

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

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

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

Exhibit C
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
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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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

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Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

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A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

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

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

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

XVII. RCES POWER OUTAGE SCHEDULING REQUIREMENTS FOR CONTRACTORS

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

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

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit C

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ARTICLE 1 - DEFINITIONS

- 1.1. **AGREEMENT/CONTRACT.** The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
 - 1.1.1. The Contract Documents consist of those documents specified in Section 33 of the Agreement.
 - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. A Modification may be made only after execution of the Agreement. No Directive shall be construed as a Change Order or other Modification unless it expressly states.
 - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
 - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. **ARCHITECT/ENGINEER.** The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 13 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. **CONTRACTOR.** The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. **JOB SITE.** The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. **OWNER.** The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. **OWNER'S REPRESENTATIVE.** The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 20 of the Agreement or the most current Modification thereto.
- 1.7. **PLANS.** Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.

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

ARTICLE 2 - THE CONTRACT DOCUMENTS

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

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

ARTICLE 3 - OWNER

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

ARTICLE 4 - THE OWNER'S REPRESENTATIVE

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

ARTICLE 5 - CONTRACTOR

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

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

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

5.3. MATERIALS AND EQUIPMENT.

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

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assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended.

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

5.7. TESTS.

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

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

ARTICLE 6 - SUBCONTRACTORS

- 6.1. SUBCONTRACTORS - GENERAL. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor. However, it is acknowledged that the Owner and Owner's Representative are intended third party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.
- 6.2. AWARD OF SUBCONTRACTS.
- 6.2.1. The Contractor shall, prior to awarding any subcontract, notify the Owner in writing of the names of all Subcontractors proposed for the several parts of the Work and shall include with any such notice the completed insurance information form and any insurance certificates required by this Agreement for any proposed Subcontractor. The Owner may also require such lists and information regarding any proposed Sub-subcontractors. The Contractor shall also advise the Owner in writing of any Subcontractor or Sub-subcontractor with which it shares any business relationship or financial interest, and of the nature and extent of any such relationship or interest. No Subcontractor or Sub-subcontractor shall be engaged if objected to by the Owner; provided, however, that if the Owner does not take exception to a Subcontractor or Sub-subcontractor in writing within fifteen (15) days of its receipt of such notification, such Subcontractor or Sub-subcontractor shall be deemed acceptable to the Owner. The Owner shall not be liable to the Contractor in any manner arising out of the Owner's objection to a proposed Subcontractor or Sub-subcontractor. The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without good cause shown and the Owner's prior approval after reasonable notice of the Contractor's intent to so terminate.
- 6.2.2. The Owner may, without any responsibility or liability whatsoever, require the Contractor to utilize any person or organization for any portion of the Work as a Subcontractor or a Sub-subcontractor (herein referred to as a "Nominated Subcontractor" or "Nominated Sub-subcontractor") provided the Owner gave notice of its intention to so nominate any such Subcontractor or Sub-subcontractor prior to execution of the Agreement. The Contractor shall assume full responsibility for any such Nominated Subcontractor or Nominated Sub-subcontractor.

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

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

ARTICLE 7 - SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").
- 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.
- 7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner, the Owner's Representative or the Architect/Engineer, and the Contractor hereby represents that it will not seek to recover

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS.

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

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

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

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

- 10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.
- 10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset

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

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

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

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

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

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

10.4. **EMERGENCIES.** In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent

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

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

ARTICLE 11 - INSURANCE; INDEMNIFICATION

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

ARTICLE 12 - CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - CLAIMS

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

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ARTICLE 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK

14.1. UNCOVERING OF WORK.

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

14.2. CORRECTION OF WORK.

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

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

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

ARTICLE 15 - TERMINATION OF CONTRACT

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

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

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

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ARTICLE 16 - MISCELLANEOUS PROVISIONS

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

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

- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.
- 16.7. **USE OF OWNER'S NAME/CONFIDENTIALITY.** Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.
- 16.8. **GENERAL.**
- 16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract

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**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
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Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

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

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

End of Exhibit D

Exhibit E
FORMS
CONTRACT NO. C006939

THIS EXHIBIT CONTAINS THE FOLLOWING

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

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

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006939**
Project: _____

Legal Description or Street Address of Project: _____.

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

BOND:

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

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

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

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

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

CONTRACTOR:
GARNEY COMPANIES, INC.

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

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

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006939**
Project: _____

Legal Description or Street Address of Project: _____.

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

BOND:

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

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

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

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

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

CONTRACTOR:
GARNEY COMPANIES, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DUAL OBLIGEE RIDER

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

On behalf of _____ (Contractor)

In the amount of _____ Dollars (\$_____)

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

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

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

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

Contractor: GARNEY COMPANIES, INC.

By _____

Surety

By _____

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

(Date) _____

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

Re: Consent of Surety
Bond # _____
Contract # C006939
Payment Req. No.: _____

Dear Sir or Madam:

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

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

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

Sincerely,

Name

Title

Signature of Attorney-in-Fact

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

EFFECTIVE DATE: _____

Contracting Officer
Approval/Initials

Project Title:

To:

Attn:

FUNDING SOURCE(S): _____

EXPENDITURE ACCOUNT
NUMBER(S):

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

Approved By: _____ Date: _____

Approved By: _____ Date: _____

Approved By: _____ Date: _____

CFTOD Director or Designee

Funding Dept. Approval
(if applicable) _____ Date: _____

Funding Department Director or Designee

Submit completed form to Contracting Officer



CENTRAL FLORIDA TOURISM AND OVERSIGHT DISTRICT
WATER, WASTEWATER, AND
RECLAIMED WATER ABOVE-
GROUND UTILITIES CONSTRUCTION
CONTINUING SERVICES

RFP# C006939

SUBMITTED BY:

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

OCTOBER 8, 2025

Central Florida Tourism Oversight District

A. PROPOSER INFORMATION

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

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

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

William G. Poczekaj
Director, Pipe-Southeast

GOALS & PHILOSOPHIES

SAFETY

QUALITY

ALLOW ALL EMPLOYEE-OWNERS TO ACHIEVE THEIR FULL POTENTIAL

JOB SECURITY AND ESOP PERPETUATION

PROFITABILITY

SERVICE TO OUR CUSTOMERS AND THE COMMUNITY

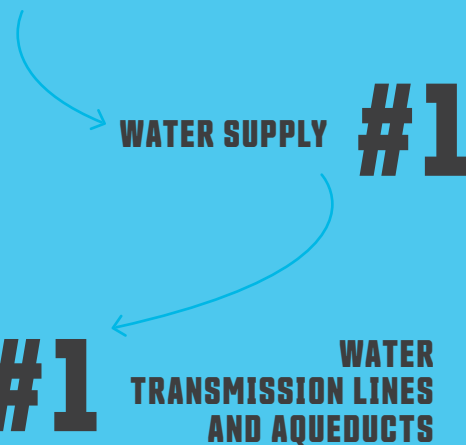
INTEGRITY IS THE SHORTEST PATH TO SUCCESS

WIN / WIN

EXCELLENCE IS THE STANDARD

100% EMPLOYEE OWNED

ENR RANKINGS – TOP 400 CONTRACTORS SOURCEBOOK



B. QUALIFICATIONS & EXPERIENCE

PROJECT MANAGEMENT STRUCTURE

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

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

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

QUALIFICATIONS OF PROJECT MANAGEMENT TEAM

As Senior Project Manager, Tom Manning brings 23 years of industry experience managing emergency utility infrastructure projects for the Central Florida Tourism Oversight District (CFTOD) and other Central Florida clients. Tom's leadership is defined by hands-on participation, structured planning, and rapid response—qualities essential for CFTOD's fast-moving, high-stakes environments. He excels at organizing teams to execute critical work at a moment's notice, ensuring that every contract's priorities and objectives are clearly identified through open and honest dialogue. Tom's deep familiarity with CFTOD's operational standards and local vendors enables him to mobilize resources quickly, coordinate complex repairs, and maintain the highest standards of safety and quality. Whether responding to urgent calls during weekends and holidays or overseeing large-scale infrastructure upgrades, Tom's collaborative approach and commitment to client satisfaction have made him a trusted partner for CFTOD's emergency and urgent service needs.

Our Project Manager, Patrick Kelly, has over 9 years experience working on similar projects within Florida. Patrick was born and raised in the Winter Garden area with extensive knowledge of the local area and vendors. He will be the District's main point of contact when Emergency and Urgent Services are required, available on site within the hour. Patrick has direct experience working on Emergency projects with CFTOD and TOHO Water Authority. Most recently him and other listed below were able to coordinate as a team to implement a bypass solution for Chilled Water service inside Epcot within 24 hours to maintain the parks critical customer service capabilities.

As Senior Superintendent, Anthony Myers brings a hands-on, solution-oriented approach to every project, ensuring that field operations run smoothly and efficiently. Anthony's leadership is marked by direct engagement with team members and a commitment to transparent communication, enabling rapid decision-making and adaptability in dynamic environments. With a proven track record coordinating complex utility and infrastructure projects, Anthony leverages deep operational expertise and local knowledge to deliver results that meet client priorities and uphold the highest standards of safety and quality.

As Project Engineer, Manny Sylvia is recognized for deep expertise in Instrumentation & Controls (I&C), playing a pivotal role in the successful execution of complex water and wastewater infrastructure projects. Manny's hands-on approach is evident in troubleshooting and resolving I&C issues during plant startups, such as diagnosing PLC faults, optimizing control strategies, and ensuring seamless integration of digital input cards and transducers. Manny regularly reviews I&C submittals, prepares checkout plans, and conducts pre-checkout site visits to guarantee operational readiness. Their collaborative style fosters effective communication with project teams, vendors, and clients, ensuring that all control systems are tested, tuned, and fully programmed to meet project specifications. Manny's commitment to quality and responsiveness is further demonstrated by their involvement in owner training sessions and coordination of integrated system tests, making them a trusted resource for I&C solutions across Florida projects.

As Project Manager, Ryan Winslow exemplifies hands-on leadership and a collaborative approach to project delivery, ensuring that every team member is engaged and empowered to achieve critical results. Ryan's management style is rooted in diligent planning, transparent communication, and adaptability—qualities that enable rapid decision-making in dynamic environments. With extensive experience coordinating complex water and wastewater infrastructure projects, Ryan brings deep operational expertise and a strong understanding of client priorities. His commitment to open dialogue and structured execution ensures that project objectives are clearly defined and met with precision. Supported by a team of knowledgeable employee-owners, Ryan leverages his expertise and local insight to drive successful outcomes, maintaining high standards of safety, quality, and responsiveness on every project.

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

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

C. STAFFING PLAN



LEGEND
 Local Personnel

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

CONTINUING SERVICES MANAGER
Patrick Kelly
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 321-638-7652

SENIOR PROJECT MANAGER
Tom Manning, PE, DBIA
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 407-466-4185

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

SUBCONTRACTORS

CONSTRUCTION TEAM

PROJECT MANAGER
Ryan Winslow
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 404-783-0790

SUPERINTENDENT
Anthony Myers
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 352-250-7212



**WILLIAM POCZEKAJ,
ENV SP**

Director - Pipe Southeast

Garney Experience: 14 years

Industry Experience: 15 years

Education

University of Kansas, BS in
Architectural Engineering

Certifications & Training

Qualified Stormwater Management
Inspector 39507

American Concrete Institute (ACI)
Certification

Envision Sustainability Professional

Confined Space Entry & Rescue

FDOT Temporary Traffic Control
Advanced Course

First Aid, CPR & AED

OSHA 30-Hour

OSHA Competent Person - Rigging &
Signaling and Trenching & Excavation

Young Professional Member of Design-
Build Institute of America

Member of American Water Works
Association

Professional Summary

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

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

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

Regional Operations Manager.

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

Citywide Rapid Response Construction Services

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

Project Manager.

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

Miscellaneous Emergency Projects

Toho Water Authority / \$2,104,111

Senior Project Manager.

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

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

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

Senior Project Manager.

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

Exhibit F - Contractor Proposal

References

Kristi Fries, P.E.

City of Orlando, FL
(407) 246-3353

Geoff Hennessy, P.E.

BFA Environmental Consultants
(321) 332-1302

Quyen Newell, P.E.

Orlando Utilities Commission
(407) 434-2568

Doug Pickell, P.E.

Carollo Engineers
(407) 478-4642

Western Trunk Gravity Sewer Line (Progressive Design-Build)

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

Preconstruction Manager.

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

ADDITIONAL PROJECT EXPERIENCE

One Water - South Wastewater Conveyance and Treatment Project (Progressive Design-Build)

Hillsborough County, FL / \$671,000,000

Principal-in-Charge. A preconstruction design phase and a construction phase that includes a new 18.5 MGD advanced wastewater treatment facility, a new wastewater pump station with an average of 18.5 MGD and a minimum peak capacity of 41 MGD, and 52, 800 LF of 24" and 42" wastewater force mains and 36,360 LF of 36" reclaimed water main.

South Hillsborough Pipeline (CMAR)

Tampa Bay Water / \$417,000,000

Principal-in-Charge.

Installation of 131,290 LF of 42" to 60" steel (mortar-lined) finished water main requiring 4,643 LF of 54" to 72" micro-tunnel and auger bore trenchless crossings of urban streets, street restoration, MOT operations, and extensive construction dewatering.

Southeast Lower Floridan Aquifer (LFA) Wellfield Project, Phase 1 (CMAR)

Polk Regional Water Cooperative / \$344,613,726

Preconstruction Manager.

Consists of three sections including the construction of a wellfield with five wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAWPF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains. This project was a joint venture with partner Wharton-Smith Inc.

Lake Texoma Outfall to Wylie WTP Pipeline (CMAR)

North Texas Municipal Water District / \$281,365,320

Project Engineer.

CMAR project for the installation of 253,500 LF of 96" and 84" steel waterline, 240 MG balancing reservoir with HDPE membrane liner installed, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

SIPS - Greenland 30" Water Main, Davis 30" Raw Water Main, & Burnt Mill 24" Force Main Projects (CMAR)

JEA / \$53,030,400

Senior Project Manager.

Installation of 41,595 LF of 30" DIP raw waterline, 13,000 LF of 30" DIP reclaimed waterline, and 1,100 LF of 30" PVC sanitary force main. Pipeline sections will require trenchless installations to cross wetlands and major intersections, as well as dewatering, interaction with FDOT, street work, and paving. Additional work includes a new 1.1 MG D110 concrete storage tank, a water quality monitoring station, an intertie station, and a new SCADA system.

Fowler WRF Return Flow to Lake Lanier - Phase 1

Forsyth County Dept. of Water & Sewer / \$47,795,370

Principal-in-Charge.

Installation of 41,085 LF of 36" DIP reclaimed water pipe through rural and suburban residential areas requiring 1,517 LF of 54" steel cased auger bore, one 400 LF 54" hand tunnel, eleven open cut river crossings, 1,100 CY of rock excavation via trenching, one 10x10x7 gate valve vault, paving and public relations.

Exhibit F - Contractor Proposal

River Oaks Diversion Project (Design-Build)

Hillsborough County, FL / \$27,472,682

Project Manager.

New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

Lorraine Road Utilities

Lakewood Ranch Stewardship District / \$14,191,934

Principal-in-Charge.

Installation of 12,150 LF of 24" PVC force main and 1,760 LF of 30" HDPE force main via directional drill as well as 10,100 LF of 20" PVC reclaimed water main and 510 LF of 24" HDPE reclaimed water main via directional drill. The run is being installed in parallel within an existing county roadway and future roadway corridor.

Reclaimed Water Distribution System (Progressive Design-Build)

City of Boynton Beach, FL / \$11,000,000

Project Manager.

Reclaimed water plant expansion by 3.85 MGD to meet state requirements. Preconstruction phase included route analysis and design services ending with a GMP for construction. Construction phase included a reclaimed water storage tank, reclaimed water booster pumping facility, remote disinfection system, remote pressure sensors, and electrical and I&C. Additional work included reclaimed water mains and associated HDD waterway crossings, reclaimed service lines, and flow meters.

Force Main Inspection Services

Toho Water Authority / \$9,364,080

Principal-in-Charge.

Condition assessment performed on twelve selected metallic force mains with stationary gas pockets indicating pipelines with the highest probability of internal corrosion. Once the wall thickness profile was complete a recommendation of either replacing the main or repairing the main, if no corrosion was detected, the excavated area was restored to previous conditions.

Groundwater Reduction Plan Program Segment W3B

San Jacinto River Authority / \$8,144,965

Project Engineer.

Installation of 1,700 LF of 12", 4,600 LF of 16", 3,500 LF of 18", and 8,200 LF of 20" open cut PVC pipe with flushing hydrants, 2" through 4" air valves, and tie-ins to existing lines and structures. Included 1,100 LF of 12", 1,000 LF of 16", 1,300 LF of 18", and 3,800 LF of 20" trenchless installation by boring with steel casing and fusible PVC horizontal directional drills, as well as a 650 LF 34" steel casing bore under I-45.

Bartram/US 1 Water Main Project (CMAR)

JEA / \$7,046,492

Senior Project Manager.

Installation of 200 LF of 16" and 17,500 LF of 24" DIP water transmission mains, four horizontal directional drills totaling 5,800 LF of 30" HDPE, and two jack and bore crossings of a road and railroad totaling 290 LF of 42" steel casing. Included dewatering, working within a high voltage electrical transmission corridor, handling of gopher tortoises, and critical tie-ins located.

Exhibit F - Contractor Proposal

Hudson to Shady Hills Wastewater Diversion

Pasco County Utilities / \$6,506,701

Project Engineer.

Installation of 1,070 LF of 36" ductile iron force main and 35,500 LF of 24" ductile iron force main, along with 37,057 LF of 1.25" HDPE conduit piping via open cut method of construction. Included 76 LF of 60" steel casing and 411 LF of 42" steel casing via jack and bore, and installation of a wastewater booster pumping station.

Lift Station 35 Lake Front Phase 1 Gravity Sewer Rehabilitation

Toho Water Authority / \$6,501,805

Regional Operations Manager.

Replacement and rehabilitation of a failing residential gravity sewer system and included the replacement of 13,978 LF of 6" to 12" PVC sanitary gravity sewer, 20 LF of 4" DIP sanitary force main, 158 LF of 6" sewer service and 1" water service connections, rehabilitation of 1,307 LF of 8" gravity sewer main with CIPP lining, twenty-six 48" manholes by sealing and coating, and 203,859 SF of asphalt mill and overlay restoration as well as bypass pumping and construction dewatering. Challenges included coordination with FDOT for traffic control and public relations with neighborhood residents.

Marks Street / Pasadena Place Utility Improvements (CMAR)

City of Orlando, FL / \$6,469,367

Project Manager.

Joint project between the City of Orlando and the Orlando Utilities Commission that involved design and replacement of 2,130 LF of 6" to 16" DIP and PVC gravity sanitary sewer mains, manholes, and conflict boxes; 2,470 LF of 6" to 20" DIP potable water main, appurtenances, and services; improvements to the storm water system including replacement of 250 LF of 12" and 15" RCP, 20 LF of 12" x 18" ERCP, and 30 LF of 19" x 30" ERCP; and complete road demolition and reconstruction.

English Oaks Force Main Phase III - Section 1 Pipkin Creek Road to South Florida Avenue

City of Lakeland, FL / \$6,255,734

Project Manager.

Installation of 7,600 LF of 30" DR21 PVC sanitary force main and 1,440 LF of fusible PVC carrier pipe inside 42" trenchless casing installations via jack and bore and micro tunnel. Required dewatering, paving, interaction with FDOT, and fittings and air release valves.

Perry Street Interim Diversion Facility Emergency Project (Progressive Design-Build)

City of Tampa, FL / \$5,226,989

Senior Project Manager.

Installation of 9,900 LF of 20" PVC sanitary force main with 8,350 LF of the pipe installation via HDD connecting to an existing force main with a tapping sleeve and valve. Also requires 25 MGD of bypass pumping, dewatering, an effluent pump station, and paving.

Daniels Parkway Water Main Relocation

Lee County Utilities / \$4,315,690

Principal-in-Charge.

Raw water main relocation including abandoning the existing line, installation of 1,155 LF of 30" DIP raw water main, a 1,100 LF 36" HDPE HDD, 145 LF auger bore with 48" steel casing as well as 284 CY of rock excavation, dewatering, tree clearing, and traffic control.

Verna 30 inch Water Main Relocation

City of Sarasota, FL / \$4,125,362

Principal-in-Charge. Installation of 7,700 LF of 30" PVC raw water line via open cut and 4,000 LF of 36" HDPE raw water pipe by directional drill utilizing two 30" line stops at connection points, while the existing line will be either removed or abandoned in place.

Exhibit F - Contractor Proposal

Cecil Field Water Main Project (CMAR)

Cecil Airport / \$3,987,366

Project Manager.

Installation of 11,050 LF of 24" DIP water main, filling the existing 11,000 LF of PVC with cellular grout for abandonment, two 24" line stops, MOT plans, paving, and dewatering. Additional emergency work included the open-cut installation of 200 LF of 12" DIP across a four-lane divided highway requiring interaction with the FDOT, fill for the existing HDPE pipe abandonment, MOT plans for the crossing, and paving.

SR 46 Reclaimed Water and Force Main

Seminole County, FL / \$3,692,763

Project Engineer.

Installation of 4,000 LF of 30" DIP reclaimed water main, 600 LF of 30" PVC reclaimed water main, and 16,000 LF of 24" PVC wastewater force main in Seminole County's northwest service area. Included a 24" HDD for 1,200 LF fusible PVC to cross a wetland.

Davis Islands Pump Station Force Main Relocation Emergency

City of Tampa, FL / \$2,930,256

Project Manager.

Installation of 3,260 LF of 16" pressure PVC sanitary force main and four horizontal directional drills totaling 2,400 LF of 16" fusible PVC sanitary force main. Included tie-ins to an existing 12" valve and to an existing 48" PCCP force main, as well as dewatering, paving, and public relations.

Ernie Caldwell Reclaimed Water Main Improvements Phase 1

Polk County Utilities / \$2,884,774

Project Manager.

Installation of 9,568 LF of 20" reclaimed waterlines including PVC, HDPE, and DIP, as well as 180 LF of 20" PVC sanitary force main. Also required an auger bore and two horizontal directional drills.

Intercession City Potable Water Main Extension

Toho Water Authority / \$2,321,146

Project Engineer.

Installation of 4,630 LF of 24" DIP water main, 2,591 LF of 30" HDPE directionally drilled water main, potable water services, connections, and fire hydrants.

County Road 532 Utility Adjustment Project

Toho Water Authority / \$1,855,844

Senior Project Manager.

Relocation of 620 LF of 24" PVC sanitary force main, 735 LF of 36" DIP waterline, one fire hydrant, four line stops, bypass pumping, dewatering, paving, and interaction with FDOT.

Sangria St Gravity Mains

Toho Water Authority / \$1,500,000

Senior Project Manager.

Installation of 260 LF of 10" gravity sewer, two 60" manholes, three 6" sewer service connections, 400 LF of 6" bypass pumping pipe, a two-stage dewatering system, and chemical grout for pipe stabilization. Also included roadway stabilization and restoration, as well as private property utility repairs.

Panorama Waterline

City of Conroe, TX / \$1,311,729

Project Engineer.

Installation of 5,000 LF of 10" ductile iron waterline through an active golf course with 320 LF of trenchless installations via auger bore, two booster pumps, pump house piping, flow meter vault, manhole, SCADA, and electrical.



**TOM MANNING, P.E.,
DBIA**

Senior Project Manager

Garney Experience: 22 years

Industry Experience: 24 years

Education

University of Alabama, BS in Civil Engineering

Certifications & Training

SC Professional Engineer (P.E.) 26557

Design-Build Professional

OSHA 30-Hour

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

References

Jaime Irizarry

Reedy Creek Improvement District
(407) 824-5045

Trey Arnett, P.E.

Arnett Environmental, LLC (Now Vikus Water)
(352) 753-4747

Robert Ern, Jr.

Booth, Ern, Straughan & Hiott, Inc.
(Now Half Associates)
(352) 557-9220

Robert Ern, Jr.

Half Associates
(352) 557-9220

Professional Summary

Tom has worked in the environmental construction industry for his entire career. Since joining Garney, he has been involved in a wide range of water and wastewater treatment plant renovations and expansions, many of which involving state-of-the-art membrane technology. As Senior Project Manager, Tom is responsible for providing on-site management and quality control. His responsibilities include project coordination between the owner, engineer, suppliers, and subcontractors, scheduling, material procurement, and startup and testing of new systems.

SIMILAR PROJECT EXPERIENCE

Reedy Creek Wastewater Treatment Plant Expansion

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$8,443,910

Project Manager.

Two new 105' diameter cast-in-place Ovivo clarifiers, demolition of seven clarifiers, rehabilitation of an equalization basin using Fluidyne Jet Mixing System and CST flat aluminum covers, three 135 HP propeller pumps, seven submersible wastewater pumps, one 125 HP vertical turbine pump, four 600 HP horizontal split case pumps, one 125 HP horizontal split case pump, and 300 LF of 30" ductile iron gravity sewer main.

Flamingo Crossings Water & Reuse Water Booster Pump Stations and Interconnects

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$1,310,098

Estimator.

Installation of 1,000 LF each of 16" water and 12" reclaimed waterlines, three pump units and control panels, potable and reuse water interconnects and deduct meters, clearing/site work and excavation, paving, and electrical conduits. Additional scope included one reuse screw pump and one transfer screw pump each rated at 150 hp, tapping the existing 16" water and 12" reclaimed waterlines located within street turning lanes and the auger bore installation of 16" waterline using 30" casing for 100 LF and 12" reclaimed waterline using 24" casing for 100 LF under the eastbound lanes.

The Villages VCSA & LSSA Pump Stations

Villages Water Conservation Authority / \$4,679,000

Senior Project Manager.

Installation and construction of pipe, several vertical turbine pumps of varying rates and capacities, 42" and 24" valves, flowmeters, and 72" valve vault. Additional work includes deep excavation, electrical work, paving, and community outreach.

Exhibit F - Contractor Proposal

ADDITIONAL PROJECT EXPERIENCE

Wildwood WRF BNR Improvements (CMAR)

City of Wildwood, FL / \$150,000,000

Senior Project Manager.

CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an advanced wastewater treatment (AWT) effluent.

Gibson Place Utility Company WWTP #1 (Progressive Design Build)

Gibson Place Utility, Co., LLC / \$49,439,435

Project Manager.

Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

Wet Weather Monitoring & Pumping System

City of Largo, FL / \$38,912,084

Project Manager.

Pumping improvements to seven City lift stations, included new wet wells, pumps, power supply, telemetry, and bypassing, installation of 77,000 LF of 12" to 30" force main, HDD, auger boring to cross FDOT and CSX rights-of-way, and reconstruction of a City roadway.

Lake Marion WRF Replacement and Expansion (CMAR)

Toho Water Authority / \$28,874,299

Project Manager.

Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

Polk Power Station Regional Reclaimed Water Project

TECO - Tampa Electric / \$28,856,022

Project Manager.

Installation of a steel pretreatment system that included a primary clarifier, a deep bed gravity conventional filter structure, two 2.85 MGD reverse osmosis (RO) filtration skids along with two 350 hp vertical turbine pumps, sludge thickening tank, spent backwash tank, sludge dewatering, and four metal buildings. Installation of 5,000 LF of 3" HDPE process piping, 2,000 LF of 14" to 24" interconnecting piping, and 100 different pumps across the plant. Included 13 MGD reclaimed water pump station with two 300 hp vertical turbine pumps, intake structure, and wet well was concurrently built.

Cherry Point Water Reclamation Facility Expansion

Beaufort-Jasper Water & Sewer Authority / \$24,411,165

Project Manager.

This project increased the plant capacity from 4.4 MGD to 7.5MGD and included the construction of bioreactor tank, a 100' secondary clarifier, RAS/WAS pump station, effluent structure, and 2,000 kW generator.

Eastern Regional Water Supply Facility - Phase 2B Expansion

Orange County, FL / \$21,200,000

Project Engineer.

Upgraded the existing plant from 25 MGD to 40 MGD including a state-of-the-art on site sodium hypochlorite generation system that replaced the existing gas chlorination system. Additional work included eight new forced draft aerators, four new two-stage air quality control units and two additional high service pumps installed in two existing pump cans. All six pumps were provided with new VFDs.

Exhibit F - Contractor Proposal

Embassy Hills WWTP Rehabilitation and Improvements (CMAR)

Pasco County Utilities / \$16,000,000

Senior Project Manager.

Modifications to the headworks, secondary clarifiers, aeration blowers, electrical system, I&C system, influent pump station wetwell, and mixed liquor internal recirculation pumps. New work includes a disc filtration system and operations and electrical buildings. Additional work includes rehabilitation of process equipment and concrete basins, joint repairs at the aeration and chlorine contact basins, paving, dewatering, and equipment demolition. Facility flows will be managed using bypass pumping.

Tampa Bay Regional Facility Pump Stations

Tampa Bay Water / \$14,961,248

Project Manager.

A new horizontal split case pump with a new VFD in the HSPS, upgrades to HVAC systems, hydraulic mixing station, sodium hypochlorite metering and storage facilities, expanded and refurbished aqueous ammonia storage and metering facilities, stand-by power generation units, two new 2,000 hp vertical turbine pumps driven by VFD's, modification of the inlet piping, a high flow bypass, and all I&C systems required for SCADA.

Minneola Water Reclamation Facility

City of Minneola, FL / \$11,055,029

Project Engineer.

Included the construction of a pretreatment structure, disc filters, chlorine contact tank, sludge holding tank, sludge thickener and loading station, public access reuse storage tank, rapid infiltration basins, an operations and maintenance building, and two 70' clarifiers.

Gibson Place Utility Company WTP #2 (Design-Build)

Gibson Place Utility, Co., LLC / \$9,579,723

Project Manager.

Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

Villages of Southern Oaks WTP (Design-Build)

South Sumter Utility / \$7,794,428

Project Manager.

Construction of a greenfield 5.8 MGD WTP that included two wells, sulfuric acid storage and injection system, packed tower centrifugal aerator odor control system and transfer pump station, bio filter structure, sodium hypochlorite storage and injection system, in-line static mixer, concrete storage tank, high service pump station, stormwater and process piping, and associated electrical, instrumentation, and controls.

Gibson Place Utility Company WTP #1 (Progressive Design-Build)

Gibson Place Utility, Co., LLC / \$7,390,082

Project Manager.

Construction of a greenfield 3 MGD water treatment plant including two high service well pumps, chlorine gas, sulfuric acid, forced draft aeration, a bio filter, odor control systems, and a ground storage tank. Additional work included site drainage, electrical, and paving.

World Drive Chilled Water Phase 1

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

Estimator.

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

Exhibit F - Contractor Proposal

South Bermuda WRF Upgrades and Expansion (CMAR)

Toho Water Authority / \$6,744,705

Project Manager.

Demolition of the existing and construction of a new grit facility, improvements to clarifiers 1-3 including new RAS/WAS pumps, and new launder covers, improvements to sodium hypochlorite building, and upgrades to all instrumentation and controls.

Marks Street / Pasadena Place Utility Improvements (CMAR)

City of Orlando, FL / \$6,469,367

Civil Project Manager.

Joint project between the City of Orlando and the Orlando Utilities Commission that involved design and replacement of 2,130 LF of 6" to 16" DIP and PVC gravity sanitary sewer mains, manholes, and conflict boxes; 2,470 LF of 6" to 20" DIP potable water main, appurtenances, and services; improvements to the storm water system including replacement of 250 LF of 12" and 15" RCP, 20 LF of 12" x 18" ERCP, and 30 LF of 19" x 30" ERCP; and complete road demolition and reconstruction.

Cogeneration Project for Lakeland Wastewater Plant

City of Lakeland, FL / \$5,530,272

Project Manager.

Construction of a cogeneration facility utilizing digester methane to run a generator that provides power to the existing wastewater plant for the City of Lakeland, Florida.

Leesburg (South) Effluent Pump Station - Phase 2 (Design-Build)

City of Leesburg, FL / \$3,824,874

Project Manager.

Construction of a pump station consisting of six vertical turbine pumps including three 60 hp and three 150 hp pumps, a separate electrical building, a backup generator, dewatering, and paving.

South Bermuda WRF Screen Addition and Diffusers Replacement Project (CMAR)

Toho Water Authority / \$3,535,100

Project Manager.

Rehabilitation of the BNR basin headworks at the South Bermuda WRF including grit removal, demolition and replacement of existing diffusers, and installation of supports for aeration piping as well as replacement of gate actuators, installation of a 12 MGD manual bar screen, expansion and epoxy coating of the channel.

SEWWCA (North) Effluent Pump Station - Phase 2 (Design-Build)

Southeast Wildwood Water Conservation Authority / \$3,111,737

Senior Project Manager.

Modification and rehabilitation of an existing effluent pump station including the replacement of three 300 hp vertical turbine pumps, valves/piping, precast electrical building, VFDs, electrical switchgear, and a generator. Included modifications to an existing reclaim water pond including an HDPE liner and new aeration system, as well as yard piping, paving, and minor civil work.

Fruitland Park Water Treatment Plant Expansion

The Villages of Lake-Sumter, Inc. / \$2,855,617

Project Manager.

Installation of a cascade aerator, 16" meter/valve vault, standby generator, three potable water wells and pumps, a 0.5 MG pre-stressed aboveground concrete storage tank was constructed by Crom, storm drains retention ponds, and 6,000 LF of 16" and 20" DIP water yard piping.

WWTP Influent Channel Rehab at Preliminary Treatment Structure

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$2,020,800

Project Manager.

Installation of 500 LF of 48" Hobas gravity sewer buried fiberglass line, modifications to 40 LF of existing 42" DIP gravity sewer odor control and EQ basin return pipe that required a linestop, the demolition of a splitter box, and paving.

Exhibit F - Contractor Proposal

CSU Water Treatment Plant No. 1 Iron Treatment (Design-Build)

The Villages of Lake-Sumter, Inc. / \$1,587,664

Project Manager.

Addition of iron removal filters to the existing WTP increasing the capacity to 7.2 MGD, installation of 500 LF of 20" water DIP yard piping, electrical and instrumentation, and installation of 100 PPD of gas chlorine cylinders for chlorine disinfection.

SWCA No. 8 Pump Station (Design-Build)

Sumter Water Conservation Authority / \$1,541,300

Project Manager.

Included 28' deep cast-in-place concrete wet well, 9.2 MGD pump station with four high service vertical turbine pumps, and a 350 kW standby generator.

Gus Stewart Water Purification Facility Conversion (CMAR)

Polk County Utilities / \$1,283,072

Project Manager.

Installation of 5,000 LF of 12" DIP waterline, a new reuse pump station with three 150 hp vertical turbine pumps rated at 1,000 GPM each, a 12" HDD for 960 LF, and dewatering throughout the project.

Flamingo Crossings Lift Station Relocation

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$867,782

Project Manager.

Included installation of a new precast wet well and removal and relocation of all equipment and appurtenances, slide rail system sheet piling over 114", 120 LF of 18" PVC sanitary gravity main, 160 LF of 12" HDPE sanitary force main, 200 LF of 6" HDPE reclaimed waterline, and 100 LF of 6" PVC pressure line.

VCSA Well No. 3

The Villages of Lake-Sumter, Inc. / \$455,300

Project Manager.

Construction of a new well house and installation of 185 LF of 16" DIP waterline.

Parkway WRF Clarifier No. 2 Replacement (CMAR)

Toho Water Authority / \$380,912

Project Manager.

Removal and replacement of a secondary clarifier mechanism including electrical and instrumentation work which required dewatering.

LSSA Aerator Replacement

Little Sumter Utility Company / \$293,800

Project Manager.

Removal of existing aerator equipment and replacement with Ovivo aerators including velocity enhancing baffles and lower partition wall extensions, as well as the removal and replacement of existing variable frequency drives and electrical wire.

France Chiller Line Repair

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$289,694

Project Manager.

Included the emergency repair of a chilled water leak that included installation of 20 LF of 6" welded steel (mortar-lined and polyurethane-coated) process pipe.

Reedy Creek 2019 - 2023 Continuing Services Contract

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$283,454

Project Manager.

Reedy Creek continuing services contract from 2019 to 2023 that included modifications to the existing reclaimed water ground storage tank.

Exhibit F - Contractor Proposal



PATRICK KELLY

Project Manager

Garney Experience: 9 years

Industry Experience: 18 years

Education

University of Central Florida, BS in
Construction Engineering

Certifications & Training

FL DEP SWPPP Inspector 36094

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

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

Hazard Communication/MSDS

Mid-Large Diameter HDPE Fusion

OSHA 30-Hour

OSHA Competent Person - Confined
Space

Young Professional Member of Design-
Build Institute of America

References

Jimmy Costas

Hensel Phelps
(786) 218-8129

Robert Reynerson

Duke Energy
(352) 220-3020

Tom Smith

McDermott International, Inc.
(432) 349-7093

Professional Summary

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

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

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

Project Manager.

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

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Assistant Project Manager

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

Citrus County Combined Cycle Plant

Duke Energy / \$17,071,508

QA / QC Manager.

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

Western Trunk Gravity Sewer Line (Progressive Design-Build)

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

Project Manager.

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

Exhibit F - Contractor Proposal

ADDITIONAL PROJECT EXPERIENCE

Wet Weather Monitoring & Pumping System

City of Largo, FL / \$38,912,084

Project Engineer.

Pumping improvements to seven City lift stations, included new wet wells, pumps, power supply, telemetry, and bypassing, installation of 77,000 LF of 12" to 30" force main, HDD, auger boring to cross FDOT and CSX rights-of-way, and reconstruction of a City roadway.

River Oaks Diversion Project (Design-Build)

Hillsborough County, FL / \$27,472,682

Project Engineer.

New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

East Side Water Reclamation Facility Expansion - Phase II

City of Clermont, FL / \$15,504,659

Intern.

Included a 2 MGD expansion and modifications to the existing preliminary treatment structure, installation of a new biofilter system, two new anoxic basins, two aeration basins, mixed liquor splitter box, two 65' secondary clarifiers, RAS/WAS pump station/meter station, secondary effluent splitter box, filter structure, two chlorine contact tanks, two 2 MG pre-stressed concrete ground storage tanks and a vertical turbine can pump station for reclaimed water distribution.

Green Bay North Gypsum Stack Reactivation Project

The Mosaic Company / \$10,926,894

QA / QC Manager.

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

Force Main Inspection Services

Toho Water Authority / \$936,408

Project Manager.

Condition assessment performed on twelve selected metallic force mains with stationary gas pockets indicating pipelines with the highest probability of internal corrosion. Once the wall thickness profile was complete a recommendation of either replacing the main or repairing the main, if no corrosion was detected, the excavated area was restored to previous conditions.

English Oaks Force Main Phase III - Section 1 Pipkin Creek Road to South Florida Avenue

City of Lakeland, FL / \$6,255,734

Project Engineer.

Installation of 7,600 LF of 30" DR21 PVC sanitary force main and 1,440 LF of fusible PVC carrier pipe inside 42" trenchless casing installations via jack and bore and micro tunnel. Required dewatering, paving, interaction with FDOT, and fittings and air release valves.

Exhibit F - Contractor Proposal

County Road 535 Water Supply Facility

Orange County, FL / \$5,434,947

Intern.

Construction of a 2.0 MGD water supply facility including installation of a 2.0 MG D110 concrete aboveground water storage tank, 2,580 LF of 20" DIP water main, 2,300 LF of 12" to 24" DIP raw water mains, construction of a disinfection sodium hypochlorite system, fluoride injection system, operations room housing four high service horizontal 100 HP pumps with variable frequency drives (VFDs), installation of a back-up generator, as well as paving and various site improvements.

Lift Station 57 Emergency Force Main

Toho Water Authority / \$720,403

Project Engineer.

Emergency replacement of 750 LF of 24" PVC sanitary force main that carries flow from Lift Station 57 to the South Bermuda Plant. Also included bypass pumping, a 30" line stop, and managing the tree canopy.

Old Lake Wilson Road Water Main Repair

Toho Water Authority / \$660,689

Project Manager.

Emergency repair project due to a failing finished water transmission main requiring 100 LF of 16' deep well points for dewatering, and the replacement of 120 LF of 24" DIP finished water main.

Southwest Pump Station Flow Reversal Phase 2 (Re-Bid)

City of Lakeland, FL / \$440,248

Project Manager.

Replacement of 60 LF of 20" PVC sanitary force main into the wet well at SW Pump Station (L0410), related fittings, a pig port requiring well dewatering, and an 80 SY trench patch. A previously removed section of odor control piping was reconnected from the wet well to the existing odor control equipment. After completion the site was restored and repairs were made to a gate track.

Westside Blvd Force Main Replacement (CMAR)

Toho Water Authority / \$177,084

Project Manager.

This CMAR is for a preconstruction design phase and construction phase for approximately 3,500 LF of new 24" pipelines for the replacement of the failing Westside Boulevard 20" sanitary force main.

Thrive at Watermark - TWA 36" Reuse Relocation

Toho Water Authority / \$8,868

Project Engineer.

Locating joints on an existing 36" PCCP water main, existing utilities, and providing constructability review.

PREVIOUS EXPERIENCE

Battalion Dining Facility - Task Orders #6 & #7

US Army Corps of Engineers / \$31,100,000

Intern.

Intern for two standard-design, 1,300-person battalion, standalone dining facilities built under sustainable practices to achieve a LEED® Silver rating. The removal and/or relocation of the existing utilities was closely monitored and sequenced to avoid any complications to base operations.

Exhibit F - Contractor Proposal

Orlando International Airport South Airport Automated People Mover (APM) Complex

Greater Orlando Aviation Authority / \$292,000,000

Field Engineer.

Field Engineer for construction of new roads and bridges, the structure and guideway system for a new Automated People Mover (APM), a cast-in-place concrete parking garage, grading, and earthwork for approximately 600 acres of mostly undeveloped, medium-density wooded land, construction of a roadway system providing highway access to the APM Station and Parking Garage. This system also included three precast bridges for future roadway crossings, at-grade roadway embankment, and highfill embankment at the bridge crossings.

Patrick Air Force Base Applications Center (Design-Build)

US Army Corps of Engineers / \$158,200,000

Field Engineer.

Field Engineer for construction of four facility types built in a campus style environment. The primary facility was a 264,997 SF, multi-story command and control facility that operates around-the-clock, 24/7/365 monitoring a network of ground and space-based sensors capable of detecting nuclear activity worldwide. Primary structural features included shallow concrete foundations, fiber reinforced concrete floor slabs, precast exterior concrete walls, and structural steel frame.

Universal 609 (Design-Build)

Universal Orlando / \$37,800,000

Intern.

Intern for new transformers on a fast-track design-build project schedule that required around the clock construction, in 24-hour shifts, in order to meet a nine-month construction duration. The project had a "zero-dust" requirement to lessen community impacts.

Exhibit F - Contractor Proposal



RYAN WINSLOW

Project Manager

Garney Experience: 2 years

Industry Experience: 21 years

Education

Georgia Institute of Technology, BS in Civil Engineering

Certifications & Training

FL Engineer-In-Training (EIT)

First Aid & CPR

OSHA 30-Hour

USACE Construction Quality Management Certification

USACE Quality Control System (QCS/RMS)

References

Brook Brookshire

Skanska USA - Civil Florida Region
(757) 544-1082

Lauren Atwell

Petticoat Schmitt
(904) 252-8583

Professional Summary

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

SIMILAR PROJECT EXPERIENCE

Howell Park WTP Improvements / Upgrades

City of Casselberry, FL / \$2,570,000

Project Manager.

Project included infrastructure upgrades, including demolition and replacement of existing buildings, installation of new high-service pumps, site piping reconfigurations, chemical system upgrades, electrical system improvements, and full site restoration.

The Ranch Auxiliary Water Supply Well Project

Toho Water Authority / \$2,885,308

Project Manager.

Work included installation of an auxiliary water supply well pump station with one 300-hp vertical turbine pump at 3,700 GPM for a total capacity of 5.328 MGD, well pump installation, 540 LF of 1" to 16" PVC and RCP finished water, raw water, reclaimed water, and stormwater lines, construction dewatering, electrical, paving, street work, and a directional drill for a 125 LF county road crossing.

LS 97 Formosa Gardens Sanitary Sewer Rehabilitation Project

Toho Water Authority / \$4,700,000

Project Manager.

Sewer rehabilitation project in the Kissimmee area of Formosa Gardens Boulevard and W. Irlo Bronson Memorial Highway involving replacing and relining sewer lines and manholes.

ADDITIONAL PROJECT EXPERIENCE

Wildwood WRF BNR Improvements (CMAR)

City of Wildwood, FL / \$150,000,000

Project Manager.

CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an advanced wastewater treatment (AWT) effluent.

Wekiwa Springs Septic Tank Retrofit Project, Phase I

Orange County, FL /

Project Manager.

The multi-phased project included construction of a sanitary sewer main, laterals, sewer connections, lift stations, and septic tank abandonment for 367 parcels in the Sweetwater West, Wekiva Highlands, and Palms 1 and 2 neighborhoods.

Longdale Septic Abatement Project

City of Longwood, FL / \$3,490,000

Project Manager.

Project provided 225 residential properties with central sanitary sewer service and abandonment of all existing septic systems.

Exhibit F - Contractor Proposal



ANTHONY MYERS

Senior Superintendent

Garney Experience: 10 years

Industry Experience: 35 years

Certifications & Training

FL Underground Utility Contractor
CUC057247

OSHA 30-Hour

OSHA Competent Person - Trenching &
Excavation, Crane Signal, and Rigging

References

David Ullo (Owner does not provide
references)

Central Florida Tourism Oversight
District (Formerly Reedy Creek
Improvement District)

Professional Summary

Anthony has been involved in the construction industry since 1990 with experience in bypass pumping, dewatering, and paving. He also has experience in installing and repairing sanitary force mains, sanitary gravity mains, waterlines, and pressure lines. Anthony's responsibilities as Senior Superintendent include scheduling crew members and subcontractors for performance of work, monitoring budgetary requirements and projecting contract costs, and coordinating daily with engineers, owners, and field personnel.

SIMILAR PROJECT EXPERIENCE

Reedy Creek Lift Station No. 1

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$3,571,350

Superintendent.

Construction of a new lift station by caisson construction methods with a cast-in-place wet well with valve vault, four 90 HP submersible pumps with the capacity to pump at 10 MGD, odor control system, monorail, trolley and hoist, generator, site work, electrical, two 35' deep sheeted coffer cells to install a 48" jack and bore casing, 30" PVC gravity sewer, and 20" fusible PVC pressure force main via horizontal directional drill.

San Carlos Pumping Station Rehabilitation (Progressive Design-Build)

City of Tampa, FL / \$25,206,350

Superintendent.

Replacement of all pumps, motors, pump discharge valves, electrical and control components, flow meters, and other equipment needed to restore station reliability and provide improved operation.

The Villages VCSA & LSSA Pump Stations

Villages Water Conservation Authority / \$4,679,000

Senior Superintendent.

Installation and construction of pipe, several vertical turbine pumps of varying rates and capacities, 42" and 24" valves, flowmeters, and 72" valve vault. Additional work includes deep excavation, electrical work, paving, and community outreach.

ADDITIONAL PROJECT EXPERIENCE

Northwest Regional Water Reclamation Facility Expansion (Design-Build)

Hillsborough County, FL / \$186,859,473

Superintendent.

Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4 MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

Exhibit F - Contractor Proposal

Wildwood WRF BNR Improvements (CMAR)

City of Wildwood, FL / \$150,000,000

Senior Superintendent.

CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an advanced wastewater treatment (AWT) effluent.

Apopka Water Reclamation Facility Expansion (CMAR)

City of Apopka, FL / \$62,283,343

Superintendent.

Expansion of the existing WRF to 8.0 MGD that included a new headworks, odor control system, chemical feed facilities, aeration/anoxic basin, submersible mixers, secondary clarifiers, dewatering systems, RAS/WAS pumps, influent lift station, EQ pump station, chlorine contact basin, media filter system, aerobic digester, paddle dryer facility, reject pond lining, and electrical MCC buildings. Also included improvements to existing facilities consisting of converting the existing Walker Process Package Plant into an anoxic basin, modifying the existing advanced secondary treatment plant, and rerating it to a 3.0 MGD capacity.

Gibson Place Utility Company WWTP #1 (Progressive Design Build)

Gibson Place Utility, Co., LLC / \$49,439,435

Superintendent.

Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

River Oaks Diversion Project (Design-Build)

Hillsborough County, FL / \$27,472,682

Superintendent.

New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

Gibson Place Utility Company WTP #2 (Design-Build)

Gibson Place Utility, Co., LLC / \$9,579,723

Superintendent.

Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

Gibson Place Utility Company WTP #1 (Progressive Design-Build)

Gibson Place Utility, Co., LLC / \$7,390,082

Superintendent.

Construction of a greenfield 3 MGD water treatment plant including two high service well pumps, chlorine gas, sulfuric acid, forced draft aeration, a bio filter, odor control systems, and a ground storage tank. Additional work included site drainage, electrical, and paving.

Perry Street Interim Diversion Facility Emergency Project (Progressive Design-Build)

City of Tampa, FL / \$5,226,989

Civil Superintendent.

Installation of 9,900 LF of 20" PVC sanitary force main with 8,350 LF of the pipe installation via HDD connecting to an existing force main with a tapping sleeve and valve. Also requires 25 MGD of bypass pumping, dewatering, an effluent pump station, and paving.

Exhibit F - Contractor Proposal

Flamingo Crossings Lift Station Relocation

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$867,782

Superintendent.

Included installation of a new precast wet well and removal and relocation of all equipment and appurtenances, slide rail system sheet piling over 114", 120 LF of 18" PVC sanitary gravity main, 160 LF of 12" HDPE sanitary force main, 200 LF of 6" HDPE reclaimed waterline, and 100 LF of 6" PVC pressure line.

VCSA Well No. 3

The Villages of Lake-Sumter, Inc. / \$455,300

Superintendent.

Construction of a new well house and installation of 185 LF of 16" DIP waterline.

Exhibit F - Contractor Proposal Professional Summary



RYAN SMITH, CSP Regional Safety Manager

Garney Experience: 23 years

Industry Experience: 24 years

Education

Mississippi State University, BS in Civil Engineering

Certifications & Training

Certified Safety Professional CSP-31681

Confined Space Entry & Rescue

EM 385-1-1 40-Hour

OSHA 30-Hour

OSHA 40-Hour HAZWOPER

OSHA 500 Trainer Course

OSHA 510 Standards for Construction

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

Member of American Society of Safety Engineers

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

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

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

Regional Safety Manager.

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

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Regional Safety Manager.

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

Green Bay North Gypsum Stack Reactivation Project

The Mosaic Company / \$10,926,894

Regional Safety Manager.

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

Exhibit F - Contractor Proposal

References

Richard Anderson

Peace River Manasota Regional
Water Supply Authority
(863) 993-4565

Western Trunk Gravity Sewer Line (Progressive Design-Build)

City of Lakeland, FL / \$74,905,000
Regional Safety Manager.

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

Lewis Bryant, P.E.

Kimley-Horn and Associates, Inc.
(352) 671-9451

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

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

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

Charlyn Watts

CPW Construction
(321) 436-0822

ADDITIONAL PROJECT EXPERIENCE

Water Supply Project (Progressive Design-Build)

Confidential Owner / Confidential

Regional Safety Manager.

Confidential project in Texas that included construction of an advanced water treatment plant, water storage tanks and pump stations, storage facilities, well sites, a well collection system, and transmission pipeline.

Southeast Lower Floridan Aquifer (LFA) Wellfield Project, Phase 1 (CMAR)

Polk Regional Water Cooperative / \$344,613,726

Regional Safety Manager.

Consists of three sections including the construction of a wellfield with five wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAWPF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains. This project was a joint venture with partner Wharton-Smith Inc.

Bee Ridge Water Reclamation Facility Expansion & Conversion to Advanced Water Treatment (CMAR)

Sarasota County Florida / \$253,714,966

Regional Safety Manager.

Expansion of the existing 12 MGD plant to 18 MGD and treatment process upgrade from advanced secondary for public access reuse to advanced wastewater treatment. The scope consists of headworks and grit removal, flow EQ basins, biological process basins, MBR basins, chemical storage and feed facilities, reclaimed water distribution pumping system and tank, sludge holding tank with blowers, administration building, and electrical/blower building. Additional upgrades include drain and pumping systems, generators, two stormwater ponds, and demolition of existing facilities. All work to be completed while the existing plant is in operation using bypass pumping.

Northwest Regional Water Reclamation Facility Expansion (Design-Build)

Hillsborough County, FL / \$186,859,473

Regional Safety Manager.

Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4 MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

Exhibit F - Contractor Proposal

Plum Island WPCP Phase 4 Capital Improvements Project (CMAR)

Charleston Water System / \$99,104,460

Regional Safety Manager.

Construction of a biosolids facility including a new dewatering building with centrifuges, sludge feed pumping, polymer make-up and feed, dewatering, administration offices, controls room, primary clarifier, final settling tanks, PCPS improvements, disinfection facility including sodium hypochlorite storage and distribution, new odor control system, and demolition of existing facilities.

Henry Clay Duffie Water Resource Facility (CMAR)

Mount Pleasant Waterworks / \$59,380,148

Safety Manager.

Expanded facilities related to the headworks, influent pump station, screening and grit removal of raw influent, biological process basins (anoxic zones and aeration basins), odor control system, flow EQ tank, secondary clarification, process blowers and building, chlorine contact basins, sludge dewatering upgrades including a belt press, major electrical including new central power distribution center and generators, and SCADA systems.

Mayport Naval Station WWTP (Progressive Design-Build)

Naval Station Mayport / Confidential

Regional Safety Manager.

Rehabilitation of an existing wastewater treatment plant including the installation of aeration basins, chemical feed facilities, filter pump station, primary clarifier, headworks, intake structure, SBR process, and belt press dewatering system.

SIPS - Greenland 30" Water Main, Davis 30" Raw Water Main, & Burnt Mill 24" Force Main Projects (CMAR)

JEA / \$53,030,400

Regional Safety Manager.

Installation of 41,595 LF of 30" DIP raw waterline, 13,000 LF of 30" DIP reclaimed waterline, and 1,100 LF of 30" PVC sanitary force main. Pipeline sections will require trenchless installations to cross wetlands and major intersections, as well as dewatering, interaction with FDOT, street work, and paving. Additional work includes a new 1.1 MG D110 concrete storage tank, a water quality monitoring station, an intertie station, and a new SCADA system.

P-193 Water Treatment Plant Replacement

Marine Corps Air Station Cherry Point / \$50,383,049

Safety Manager.

Construction of a new 6 MGD RO membrane water treatment plant and supporting WTP facilities. Includes raw water pump station and strainers, bypass filter building, a decarbonator and transfer pump station, operations and treatment building, clarifier and oxygen system, electrical building, generator, finished 0.75 MG concrete water tank, a concentrate line outfall to the Neuse River, and demolition of an existing building.

Gibson Place Utility Company WWTP #1 (Progressive Design Build)

Gibson Place Utility, Co., LLC / \$49,439,435

Regional Safety Manager.

Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

Exhibit F - Contractor Proposal

David L. Tippin Water Treatment Facility Chemical System Improvements (Progressive Design-Build)

City of Tampa, FL / \$41,057,978

Regional Safety Manager.

Improvements to the existing facility to expand its capacity from 120 MGD to 140 MGD including a new onsite sodium hypochlorite generation (OSHG) facility, demolition of the chlorine storage and feed system, replacement of the anhydrous ammonia system, rehabilitation of the existing chemical pipe trenches, pond construction, and restoration of the ozone contactor basin. It will require bypass pumping, new building construction, and will require public relations due to the proximity to residential homes.

48-Inch Water Transmission Main for Area N (Design-Build)

Miami-Dade County / \$37,206,382

Regional Safety Manager.

Design-build contract to construct 31,152 LF of 48" PCCP waterline in a densely populated residential and commercial area which required wet tapping to connect to an existing 36" and 60" water main. Installation of 6,840 LF of 16" and 1,820 LF of 8" DIP sanitary force main, 712 LF of 72" micro tunneling crossing the expressway, seventeen 48" valves, canal crossings, sheet piling, dewatering, and paving.

Lake Marion WRF Replacement and Expansion (CMAR)

Toho Water Authority / \$28,874,299

Safety Manager.

Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

Sugar Creek WWTP Reliability Improvements (CMAR)

Charlotte Water / \$23,800,451

Safety Manager.

Upgrading existing blowers with high-speed turbo blowers, upgrading pre-anoxic swing zones, redistributing diffusers, implementing ammonia-based aeration control (ABAC) and installing a new aeration basin influent (ABI) flow distribution structure, adding chemical phosphorus removal feed system, converting main lift pumping station, rehabilitating effluent filters, implementing final clarifier launder improvements and RAS pumping improvements, and replacing the flow control gates.

Reclaimed Water Distribution System (Progressive Design-Build)

City of Boynton Beach, FL / \$11,000,000

Regional Safety Manager.

Reclaimed water plant expansion by 3.85 MGD to meet state requirements. Preconstruction phase included route analysis and design services ending with a GMP for construction. Construction phase included a reclaimed water storage tank, reclaimed water booster pumping facility, remote disinfection system, remote pressure sensors, and electrical and I&C. Additional work included reclaimed water mains and associated HDD waterway crossings, reclaimed service lines, and flow meters.

Winter Garden Wastewater Treatment Plant Expansion

City of Winter Garden, FL / \$9,907,842

Project Engineer.

Rehabilitation of existing influent pump station, new pretreatment structure, treatment basin with fine bubble aeration and two 48' diameter clarifiers, traveling bridge filters, upgrade existing treatment basin, blower/generator building and operations building.

Exhibit F - Contractor Proposal

Gibson Place Utility Company WTP #2 (Design-Build)

Gibson Place Utility, Co., LLC / \$9,579,723

Regional Safety Manager.

Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

Force Main Inspection Services

Toho Water Authority / \$9,364,080

Regional Safety Manager.

Condition assessment performed on twelve selected metallic force mains with stationary gas pockets indicating pipelines with the highest probability of internal corrosion. Once the wall thickness profile was complete a recommendation of either replacing the main or repairing the main, if no corrosion was detected, the excavated area was restored to previous conditions.

Orange County Master Pump Station Improvements - Group 2

Orange County, FL / \$8,577,463

Project Manager.

Demolition of the existing master pump stations, piping, electrical, and equipment at two sites, in addition to installation of new master pump stations, piping, pumps, electrical, and odor control at four locations requiring bypass pumping.

North Buffalo Creek WRF Modifications & T.Z. Osborne WRF 56 MGD Upgrade Package 1

City of Greensboro, NC / \$7,530,000

Safety Manager.

Construction of a new 4.5 MG equalization tank, associated piping, flow control vaults, a flow equalization diversion structure, demolition of all major process facilities, and retrofitting an existing aeration tank to a 2 MG equalization tank.

Winter Garden Phase 1 - Public Access, Reuse Storage and Pumping Facilities (Design-Build)

City of Winter Garden, FL / \$7,192,156

Project Manager.

Construction of a reclaimed water ground storage tank and high service pump station at the Fuller's Cross WTP. Site work also included distribution, influent flow metering, and piping along with an access road, site grading, retention pond, fencing and appurtenances. At the City's Crest Avenue WWTP site, a new effluent pump, two new chlorine sample pumps and two new chlorine residual analyzers were installed along with all appurtenances.

Area B Sewer Rehabilitation Project - Phase II

Holston Army Ammunition Plant / Confidential

Regional Safety Manager.

Rehabilitation of 4,200 LF of industrial gravity sewer and manholes through CIPP, coatings, leak repairs, lateral reinstatements, ring and cover replacements, and bollard installation. The infrastructure remained in service during construction through 5 MGD of bypass pumping. Scope included the installation of CIPP within existing lines consisting of 3,696 LF within 8" to 36" lines, new manholes and 2,400 SF of acid-resistant lining across fifteen 48" and seven 60" manholes, sewer service reinstatement, replacement of 541 LF of 36" and 12" DIP gravity sewer pipelines including a 20 LF drainage channel crossing, and paving.

Lift Station 35 Lake Front Phase 1 Gravity Sewer Rehabilitation

Toho Water Authority / \$6,501,805

Regional Safety Manager.

Replacement and rehabilitation of a failing residential gravity sewer system and included the replacement of 13,978 LF of 6" to 12" PVC sanitary gravity sewer, 20 LF of 4" DIP sanitary force main, 158 LF of 6" sewer service and 1" water service connections, rehabilitation of 1,307 LF of 8" gravity sewer main with CIPP lining, twenty-six 48" manholes by sealing and coating, and 203,859 SF of asphalt mill and overlay restoration as well as bypass pumping and construction dewatering. Challenges included coordination with FDOT for traffic control and public relations with neighborhood residents.

D. APPROACH & METHODOLOGY

UNDERSTANDING SCOPE

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

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

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

SUBCONTRACTOR'S SCOPE

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

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

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

E. RESPONSE CAPABILITIES FOR STANDARD AND EMERGENCY WORK

Standard Requests

Initial Contact & Assessment: Upon receiving a standard service request, the Project Manager reviews the scope and dispatches the appropriate team.

Site Visit: A site assessment is conducted within 24 hours to confirm work scope.

Resource Mobilization: Personnel, equipment, and materials are prepared and mobilized from Garney's regional office and storage site, located just 25 minutes from the District.

Execution: Work is performed according to District specifications, with ongoing communication and weekly status updates provided to the District.

Quality & Safety: The Regional Safety Manager ensures all work meets safety and quality standards through regular inspections.

Emergency Requests

Rapid Response: Garney maintains an on-call team ready to mobilize immediately. For emergencies, the team is dispatched and arrives on-site as quickly as possible—often within the hour.

Immediate Assessment: Upon arrival, the team assesses the situation, determines the scope, and coordinates directly with CFTOD critical team members.

Resource Deployment: Garney leverages its fleet, vendor agreements and local storage to quickly deploy specialized equipment and materials.

Continuous Operations: Crews are prepared to work weekends, after hours, and around the clock until the emergency is resolved.

Communication: The Project Manager maintains direct communication with CFTOD throughout the emergency response, providing updates and coordinating next steps.

Site Restoration: Once repairs are complete, the team ensures thorough site cleanup and restoration, including any required testing or start-up in the presence of the Superintendent or Project Manager.

TITLE	NAME	CELL PHONE	EMAIL	LOCATION
Principal-In-Charge	William Poczekaj	407-319-1780	wpoczekaj@garney.com	Winter Garden, FL
Sr. Project Manager	Tom Manning	407-466-4185	tmanning@garney.com	Winter Garden, FL
Project Manager	Patrick Kelly	321-438-7652	pkelly@garney.com	Winter Garden, FL
Project Manager	Ryan Winslow	404-783-0790	ryan.winslow@garney.com	Winter Garden, FL
Sr. Superintendent	Anthony Myers	352-250-7212	amyers@garney.com	Winter Garden, FL
Regional Safety Manager	Ryan Smith	407-466-5133	rsmith@garney.com	Winter Garden, FL



Emergency Response Q&A Form

Bid No.: C006939

Solicitation Title: Water, Wastewater and Reclaimed Water Above-Ground Utilities Construction – Continuing Services

Please provide responses below.

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

A1. 1 Hour

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

A2. Full Staff

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

A3. TOHO Water Authority

City of Orlando

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

If not, please explain:

A4. _____



Central Florida Tourism Oversight District

Water, Wastewater, and Reclaimed Water Above-Ground Utilities Construction Continuing Services (RFP# C006939)

(Request for Proposal #C006939) Buyer: Sara Medina

Criteria	Weight	Garney Companies, Inc. Winter Garden, FL					Prime Construction Group, Inc. Orlando, FL					RCM Utilities, LLC Eustis, FL					Sawcross, Inc. Jacksonville, FL					TLC Diversified, Inc. Palmetto, FL				
		KW	KC	SR	VA	AVG	KW	KC	SR	VA	AVG	KW	KC	SR	VA	AVG	KW	KC	SR	VA	AVR	KW	KC	SR	VA	AVR
Qualifications and Experience	30	27	28	30	23	27	29	28	30	28	29	28	27	25	22	26	29	25	30	29	28	27	28	30	28	28
References	10	9	10	10	10	10	9	10	10	10	10	9	10	10	9	10	9	10	10	10	10	10	10	10	10	10
Approach and Methodology	30	27	28	30	30	29	27	26	30	27	28	28	25	30	25	27	26	28	30	29	28	28	30	30	29	29
Response Capabilities for Standard and Emergency Work	30	30	30	30	28	30	28	28	30	22	27	28	28	30	26	28	29	28	30	28	29	28	25	25	29	27
Round 1	100	93	96	100	91	95	93	92	100	87	93	93	90	95	82	90	93	91	100	96	95	93	93	95	96	94
Preferences																										
BLN/OZ/VOSB	5	5	5	5	5	5	5	5	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Final Selection	110	98	101	105	96	100	98	97	105	92	98	93	90	95	82	90	93	91	100	96	95	93	93	95	96	94
Intent to Award to Garney Companies, Inc; Prime Construction Group, Inc; RCM Utilities LLC; Sawcross, Inc; TLC Diversified, Inc.																										

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 7.3**

Board Meeting Date: 3/27/2026

Subject: Award of Request for Proposal #C006986 – Compactors & Balers Preventative Maintenance and Repairs

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.3 award of three-year Contract #C006986 for compactor and baler preventative maintenance, repairs, and installations to C&D Industrial Maintenance LLC and authorize the District Administrator to execute the contract with an estimated expenditure of \$1,155,000

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: November 26, 2025

BACKGROUND:

The Utilities Division operates and maintains approximately 264 trash compactors and vertical cardboard balers of various sizes and types districtwide. Each compactor and baler requires preventative maintenance semi-annually to maintain full operational status. Additionally, when these assets break or fail, repairs are required to maintain full operational status as this equipment is utilized 365 days per year and produces approximately 130,000 tons of waste annually. This award is for the cost to provide continuing onsite services in maintaining the operation of the District’s solid waste compactors and balers, repairs of solid waste compactors and balers and non-powered solid waste containers, and installations as needed districtwide.

FINDINGS AND CONCLUSIONS:

On November 26, 2025, Request for Proposal #C006986 was issued for compactors and balers preventative maintenance, repairs, and installation.

Five (5) proposals were received as follows:

Vendor’s Legal Name	Vendor’s Local Office	Proposal Ranking
C & D Industrial Maintenance LLC	Bradenton, FL	1
Recycling Services of Florida, Inc.	Clearwater, FL	2
NM Maintenance Services, LLC	Sebring, FL	3
Eagle Equipment Service 1, Corp.*	Kissimmee, FL	4
BrightStar Equipment, Inc.	Macon, GA	5

*BuyLocalNow Vendor

C & D Industrial Maintenance LLC was the highest scored proposal. The Utilities Services Division is requesting approval of Contract #C006986 with C & D Industrial Maintenance LLC in the amount of \$1,155,000.

FISCAL IMPACT:

Funding for this contract will be budgeted for FY2026-29 in the amount of \$1,155,000.

Contract Pricing Schedule		
Item	Description	NTE Total
YEAR 1 (April 1, 2026 – March 30, 2027)		
1	Compactors Preventative Maintenance (all-inclusive annual charge)	\$124,080
2	Balers Preventative Maintenance (all-inclusive annual charge)	\$93,060
3	Repair Allowance and Optional Installation Services	\$167,860
Year 1 Total		\$385,000
YEAR 2 (April 1, 2027 – March 30, 2028)		
1	Compactors Preventative Maintenance (all-inclusive annual charge)	\$124,080
2	Balers Preventative Maintenance (all-inclusive annual charge)	\$93,060
3	Repair Allowance and Optional Installation Services	\$167,860
Repair Allowance and Installation Services		\$167,860
Year 2 Total		\$385,000
YEAR 3 (April 1, 2028 – March 30, 2029)		
1	Compactors Preventative Maintenance (all-inclusive annual charge)	\$124,080
2	Balers Preventative Maintenance (all-inclusive annual charge)	\$93,060
3	Repair Allowance and Optional Installation Services	\$167,860
Year 3 Total		\$385,000
Preventative Maintenance Grand Total (3-YR Term)		\$651,420
Repair Allowance and Optional Installation Services Grand Total (3-YR Term)		\$503,580
NOT TO EXCEED GRAND TOTAL (3-YR TERM)		\$1,155,000

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C006986 – C & D Industrial Maintenance LLC
- Evaluation Score Sheet



COMPACTORS & BALERS PREVENTATIVE MAINTENANCE AND REPAIRS - SERVICES AGREEMENT

THIS AGREEMENT is made effective as of March 27, 2026 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 **C & D Industrial Maintenance LLC** (herein referred to as the "Contractor"), whose mailing address is 2010 51st Avenue East, Unit 106, Palmetto, Florida 34221.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Request for Proposals ("RFP") No. C006986 on November 26, 2025 for preventative maintenance ("PM") tasks and miscellaneous repairs on Owner's balers, compactors, open top containers, and e-box equipment including as needed services as requested by the District;

WHEREAS, five (5) proposers responded, and C & D Industrial Maintenance LLC was the highest ranked proposer. The Contractor was subsequently selected as the intended awardee for these services; and

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

1. DEFINITIONS.

- A. Agreement. The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 9.
- B. Services. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in **Exhibit A**, all obligations of Contractor under this Agreement and where any Amendments have been issued pursuant to Section 9 of this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in Section 29 - Contract Documents.

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

- A. Term. This Agreement shall commence on **April 1, 2026** and continue in effect for a term of **THREE (3) YEARS**, through and including **March 31, 2029**.
- B. Optional Renewal. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

4. COMPENSATION.

- A. Not to Exceed ("NTE") Amount. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Services based upon the rates shown on the Rate Schedules below. However, in no event shall the amount exceed **ONE MILLION, ONE HUNDRED FIFTY-FIVE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,155,000.00)**.

Rate Schedule Summary						
Item	Description	UOM	QTY	Monthly Price	Annual Total	3-Year Total
1	Compactors PM (all-inclusive monthly charge)	MO	36	\$10,340.00	\$124,080.00	\$372,240.00
2	Balers PM (all-inclusive monthly charge)	MO	36	\$7,755.00	\$93,060.00	\$279,180.00
Preventative Maintenance (PM) Total						\$651,420.00
Miscellaneous Repairs and Installation Services Allowance						\$503,580.00
NOT TO EXCEED GRAND TOTAL (3-YR TERM)						\$1,155,000.00



Rate Schedule - Preventative Maintenance (Unit Price Per Service)			
Item	Description	UOM	Unit Price
1	Compactors PM (all-inclusive charge) per unit, per PM service	EA	\$470.00
2	Balers (all-inclusive charge) per unit, per PM service	EA	\$352.50

Rate Schedule - Miscellaneous Repairs and Installation Services (as needed)**			
Item	Description	UOM	Unit Price
3	Regular Labor Rate for Repairs*	HR	\$235.00
4	After Hours Labor Rate for Repairs*	HR	\$352.50
5	Emergency Labor Rate for Repairs*	HR	\$352.50
6	Regular Certified Welder Labor Rate	HR	\$275.00
7	After Hours Certified Welder Labor Rate	HR	\$325.00
8	Emergency Certified Welder Labor Rate	HR	\$350.00
9	Regular Licensed Electrician Labor Rate	HR	\$275.00
10	After Hours Licensed Electrician Labor Rate	HR	\$325.00
11	Emergency Licensed Electrician Labor Rate	HR	\$350.00

*Labor rate includes minor welding.

**Requires Owner approval prior to work performed and/or invoicing.

- B. Labor Rates. All Hourly Wage Rates are inclusive of Contractor’s overhead, profit and cost of all employee burdens, benefits, insurance and Worker’s Compensation coverage. Upon request by the Owner’s Representative, the Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor’s overhead, profit and each category of employee burden, benefit and related cost. After hours rates are applicable to a five-day work week for hours worked in excess of 40 hours per week, excluding weekends and holidays. Wage rates shall remain in effect through Contract Completion.
- C. Progress Payments. The compensation amount under this section can be paid by Owner weekly for Services incurred. Contractor shall submit invoices to Owner for approval on a weekly basis and clearly separate services by categories. Compensation is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
- D. Project Schedule and Progress Reports (if requested by Owner). A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- E. Pricing Documentation. Contractor shall provide any and all documentation required by Owner in connection with labor, materials, and equipment. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subcontractor Proposals: Copies of all subcontractor proposals received for any portion of the Services.
- F. Invoice Form and Address. All invoices shall be in the form required by Owner, reference the contract number, and shall be addressed appropriately as outlined below:



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

- G. Payment of Invoices. The Owner's Representative must review and approve all invoices prior to payment. Owner approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in sections 218.73 and 218.735, Florida Statutes, as applicable.
- H. Withholding of Payment. Owner reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the Owner's Representative; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- I. Amendments to Services. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of this section; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same. Owner retains the right to reduce any portion of Contractor's Services at any time. Any additions or reductions to the Scope of Services and Not to Exceed Amount shall be in accordance with the provisions of Section 9 of this Agreement.
- J. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

5. INSURANCE AND INDEMNIFICATION.

- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
 - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;



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- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
 - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
- C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the District and its appointed board supervisors, officers, employees, and volunteers from and against liabilities, damages, losses and costs including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Services in strict compliance with the Contract Documents, unless such



failure has been specifically waived by the District in writing upon final acceptance of the Services) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Agreement, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Services. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

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 Contractor.
- 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 Contractor to carry out any obligation, term, or condition of this Agreement. Any notice of termination given to Contractor by Owner shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (i) Contractor fails to properly perform any of the services set forth in the Scope of the Agreement;
 - (ii) Contractor fails to complete the work required within the time stipulated in the Agreement;
 - (iii) Contractor fails to meet milestones in the Agreement and/or gives the Owner reason to believe that Contractor cannot or will not perform to the requirements of the Agreement;
 - (iv) Contractor fails to respond and arrive on-site for regular service within twenty-four (24) hours after a request for service from the Owner;
 - (v) Multiple failures of Contractor to respond for welding services within four (4) hours and/or arrive on-site within twelve (12) hours; or
 - (vi) Multiple failures of Contractor to arrive on-site for emergency calls within twelve (12) hours.
- C. Contractor's Opportunity to Cure Default: Owner may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in Owner's notice of default to Contractor. Contractor 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 Contractor 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 Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 4 and 9, 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 Contractor 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 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.

9. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- A. An Amendment may consist of additions, deletions, or other modifications to the Agreement which shall be in writing and mutually agreed upon by both parties.
- B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue an Amendment which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Amendment, the Contractor shall promptly proceed with the Amendment, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 4 in this Agreement.

10. **REPRESENTATIONS.** Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (C) it has by careful examination satisfied itself as to all other matters or things which could in any manner affect the performance of the Services.

11. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- B. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- C. The Deliverables (if any) shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- D. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Contractor renders Services hereunder.

12. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.



- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

13. OWNERSHIP OF WORK PRODUCT.

- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 15 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

14. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

15. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential



Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

16. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
- B. Owner reserves the right to approve or disapprove the use of any Subcontractor for this Agreement.
- C. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
- D. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

17. **NOTICE.**

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

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

If to Contractor: C & D INDUSTRIAL MAINTENANCE LLC
2010 51st Avenue East, Unit 106
Palmetto, FL 34221
Attention: Tom Hendon

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

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

18. **THE OWNER'S REPRESENTATIVE.**

- A. **Reedy Creek Energy Services**, whose designated representative is **Melisa Johnson**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its



representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.
- B. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- C. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

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



provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

21. **E-VERIFY COMPLIANCE.** The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.
22. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes. Owner may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified or has become ineligible to bid and contract with local government entities under F.S. 287.135. If this Agreement is terminated by the Owner as provided above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes. If this Agreement is terminated, the Contractor shall be paid only for the work completed as of the date of the Owner's termination. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
23. **LEGAL PROCEEDINGS.**
 - A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
 - B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted



for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts has jurisdiction, then such Proceeding shall be submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

- C. If any provision of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.
24. **ASSIGNMENT.** This Agreement is for the services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.
25. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Contractor prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.
26. **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.
27. **ENTIRE AGREEMENT.** This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
28. **WARRANTY.** Contractor warrants all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of project completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of project completion; or (B) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.
29. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Contractor 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 (A-1 through A-5)
- Exhibit B: Special Contract Conditions (B-1 through B-15)
- Exhibit C: Compactors (C-1 through C-4)
- Exhibit D: Balers (D-1 through D-4)
- Exhibit E: 20-yard Open Top (E-1 through E-4)
- Exhibit F: 30-yard Open Top (F-1 through F-2)
- Exhibit G: E-box (G-1 through G-2)
- Exhibit H: 8-yard Recycle (H-1 through H-6)
- Exhibit I: 8-yard Trash (I-1 through I-6)
- Exhibit J: Contractor Proposal (J-1 through J-9)

- 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, (2) Exhibit B, then (3) Exhibit J.

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
C & D INDUSTRIAL MAINTENANCE LLC

Signature: _____

As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: March 27, 2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A
SCOPE OF SERVICES
CONTRACT NO. C006986

SECTION 1. SCOPE OF SERVICES

- 1.1 Contractor shall provide on-site staffing to supply all labor, materials, tools and equipment required to perform preventative maintenance ("PM") tasks on Owner's compactors and balers. Services also include miscellaneous repairs and related services on Owner's existing balers, compactors, open top containers, and e-box equipment on an as needed basis.
- 1.2 Contractor is responsible for providing preventative maintenance and repairs for the following equipment:
- Preventative Maintenance (PM) and Repairs & Installation Services:
 - 132 total compactors (as noted in Exhibit C).
 - 132 total balers (as noted in Exhibit D).
 - Repairs & Installation Services:
 - 46 total enclosed containers (E-boxes) (as noted in Exhibit G).
 - 183 total open top containers (20-yard and 30-yard sizes) (as noted in Exhibits E & F).
 - 413 total 8-yard front load containers (as noted in Exhibits H & I)

NOTE: The above equipment lists are subject to updates and modifications based on the Owner's evolving operational needs.

1.3 Preventative Maintenance & Repairs:

- A. Contractor must maintain maintenance logs for any work performed on Owner's equipment. The Owner's Representative may request the log at any time for inspection. All logs must be kept with date, time, description of the work below performed to all compactors and/or balers, and who performed the following services:
- (1) Evaluate overall equipment condition
 - (2) Verify that all safety decals are in good condition
 - (3) Test and verify the operation of safety features
 - (4) Thoroughly inspect the cylinder welds and seals
 - (5) Grease all fittings
 - (6) Inspect all hoses and crimps
 - (7) Inspect all hose clamps and tighten as needed
 - (8) Inspect motor for signs of wear or end of life conditions
 - (9) Inspect pumps for leaks or signs of failure
 - (10) Inspect oil level and general condition
 - (11) Perform oil analysis by an independent laboratory
 - (12) Operate gauge and verify that there are no leaks and operational
 - (13) Set all pressures
 - (14) Adjust limit switches as required
 - (15) Inspect ram or platen guide systems
 - (16) Inspect all control box switches and verify all are operational
 - (17) Inspect motor starter and motor starter overload
 - (18) Inspect and test emergency stop switches
 - (19) Inspect all electrical connections and tighten as needed
 - (20) Inspect, wiring for signs of damage
 - (21) Perform structural inspection of equipment
 - (22) Verify that all safety covers are secure and properly positioned
 - (23) Inspect all loading doors and related safety switches
 - (24) Verify area near equipment is clear of debris or improperly stored material
 - (25) Provide training to personnel onsite during visit
 - (26) Create a digital record for each site visit documenting all PM tasks
 - (27) Communicate all deficiencies and discuss solutions with Owner

Exhibit A
SCOPE OF SERVICES
CONTRACT NO. C006986

- B. Preventative maintenance schedules will be approved by the Owner's Representative prior to any work completed.
- C. Some repairs may include, but are not limited to troubleshooting compactors for mechanical, electrical, and hydraulic problems, minor repairs of welding, and ensure all controls operate properly, guide island and backstops.
- D. Contractor must respond to emergency and welding service calls within a maximum of twelve (12) hours, confirming receipt of request within four (4) hours and providing response time for any repair. Contractor will be responsible for emergency responses for minor repairs.
- E. The District does not guarantee the number of assignments or the dollar value of fees for tasks that may be assigned herein to Contractor. This agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

1.4 Staffing and Service Response:

- A. NOTE: Contractor is responsible for maintaining a minimum of one (1) staff member on-site who is responsible and equipped to handle all preventative maintenance and repairs within a timely manner. Contractor is responsible for ensuring adequate staffing is provided to complete all work requests within the time frame specified and approved by the District.
- B. Staff must report to the Project Manager in charge, located at 2264 South Service Lane Monday through Friday. Standard labor hours are from 7:00 AM to 5:00 PM Eastern Standard Time, including holidays.
- C. **For PM/regular service**, Contractor will respond and will be on-site no later than 24 hours after a request for service from the District. Failure to adhere to this response time will be cause for contract default. Contractor is responsible for acknowledging the request for services within a four (4) hour response time.
- D. **For welding**, provide mobile certified welder for cutting equipment to perform services and repairs, as needed. Welders are not required to be staffed on-site; however, response time for a welder to perform services must be within a maximum of four (4) hours for acknowledgement and response time maximum of twelve (12) hours. Multiple failures to respond to calls needed within the allotted time is cause for contract default.
- E. **After hours labor rate** shall be between the hours of 5:01 PM and 6:59 AM Eastern Standard Time, Monday through Friday, and including all hours on the weekends and holidays.
- F. **Emergency labor rate** will be billed when Contractor is called back after hours, with a 12-hr or less mobilization required. This rate is only allowed if the Contractor complies with arriving in twelve (12) hours or less to the jobsite after notification. If arriving outside of that timeframe, only the afterhours rate may be charged. Multiple failures to respond to calls needed within the 12-hour response is cause for contract default. Contractor is responsible for acknowledging the request for services within a four (4) hour response time.
- G. The Contractor shall make available to the Owner a 24-hour "hotline" telephone number for emergencies, 365 days per year, including District recognized holidays. Contractor will be on-site within twelve hours on an emergency call.
- H. Special access throughout property will need to be approved prior to work being performed at Energy Plants.
- I. The District will provide access in restricted areas. Contractor is required to have badge access in some areas of property with an escort. All employees must be able to pass a Level I background check to gain access.

Exhibit A
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1.5 Parts & Invoicing:

- A. Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services. Some parts kept shall include a large selection of hydraulic, electric, steel, other compactor specific parts and components to ensure repairs will be completed during the original service call. The Owner's Representative may inspect the parts inventory at any time and make requests for additional stock items to be kept on hand.
- B. Parts not listed on the pricing sheet included within **Exhibit J – Contractor Proposal** shall be billed at cost.
- C. Minor welding is included in the labor rates for repairs.
- D. Contractor shall provide back-up information and specific pricing for all parts necessary to perform functions under scope. Should parts be outsourced, Contractor shall provide original supplier invoices indicating price paid with all submitted invoices reflecting parts having been purchased. Requests without back-up and matching supplier invoices will be denied.
- E. The Owner will provide a small area to store parts for any anticipated work. Storage area is located at 2200 Recycle Way.
- F. Contractor shall submit invoices to Owner for approval on a weekly basis and clearly separate services by categories.

SECTION 2. EMPLOYEES

The following applies to ALL contract work:

- 2.1 The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the District may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the District incurs the clean-up cost, the District will deduct the expenses incurred from any sums then or thereafter due the Contractor.
- 2.2 District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the District. No smoking of any kind at any time on District property.
- 2.3 District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes as level of professional hygiene that includes all Contractor-provided uniforms.
- 2.4 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner toward the District, guests, staff, and management. In the event the District believes that any of the Contractor's employees are acting other than herein required, or the District or its agents determine that any of such employees are not performing their duties in a competent manner, the District shall so advise the Contractor and the Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by the District. Contractor shall maintain continuous and regular communications with the District concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by the Contractor hereunder.

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SCOPE OF SERVICES
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SECTION 3. QUALITY CONTROL

- 3.1 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.
- 3.2 The Owner 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 4. DAMAGES

- 4.1 Any damages caused by Contractor shall be repaired by 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 Contractor shall be the responsibility of Contractor.
- 4.2 Should the Owner elect to have Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the Work or may direct Contractor to proceed on a time and material basis.
- 4.3 Contractor shall report all damages to the Owner immediately.
- 4.4 Damages attributed from the Contractor shall be at no cost to the District.

SECTION 5. SAFETY

- 5.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 5.2 Contractor shall maintain safe working environments in conformance with all applicable Occupational Safety and Health Administration ("OSHA") standards, Walt Disney World ("WDW"), Reedy Creek Energy Services ("RCES"), and CFTOD safety standards and requirements.
- 5.3 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, eye, hearing and hand protection.
- 5.4 **Crane Lift:** When applicable, Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to CFTOD for review and approval prior to crane mobilization and all plans including scale site and evaluation plans showing the crane location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.
NOTE: The Contractor must supply their own cranes or lift, this cost is included in the PM and/or repair line items.
- 5.5 **Lockout Tagout ("LOTO"):** When applicable, Contractor shall comply with CFTOD LOTO procedures.
- 5.6 **Project Specific Safety Plan ("PSSP"):** When applicable, Contractor will provide a PSSP to District's Construction Safety Consultant prior to start of any work to include the following:
 - Contractor company name and contact information;
 - Project number and name;
 - Summary of work to be performed;
 - Job hazards present and how to mitigate;
 - Personnel names to be working onsite;
 - Equipment to be utilized in performance of the work; and
 - Job hazard analysis ("JHA")

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SCOPE OF SERVICES
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SECTION 6. PERMITS

- 6.1 In order to use the Central Florida Tourism Oversight District (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.
- 6.2 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/>.

SECTION 7. ADDENDA CLARIFICATIONS

- 7.1 Any purchases for new compactors and balers may be made through this contract *or* may be made by other means depending on what is determined as best value for the District in its sole discretion.
- 7.2 Non-powered equipment does not currently require scheduled PM's.
- 7.3 Original manufacturer warranties expiring for calendar year 2026 are six (6) compactors and five (5) balers; for calendar 2027 there are six (6) compactors and five (5) balers; for calendar 2028 there are six (6) compactors and five (5) balers; and for calendar year 2029 there are eight (8) compactors and six (6) balers.
- 7.4 Hydraulic cylinder replacements are paid for through repair labor.
- 7.5 We have approximately 300 compactors/balers across property that require twice yearly PM's.
- 7.6 Contractor must provide all parts and materials required for repair and maintenance. Parts pricing included in **Exhibit J – Contractor Proposal**. Parts may not be marked up from wholesale suppliers cost more than fifteen percent (15%).
- 7.7 New Service/Repair requests: Currently we input work orders into our system, then email the work order number and pertinent details about the request to the Contractor. Daily requests occur, Contractor should expect daily requests to include prevent maintenance, parts and/or repairs.

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006986

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

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Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

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A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

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

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

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

XVII. RCES POWER OUTAGE SCHEDULING REQUIREMENTS FOR CONTRACTORS

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

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

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B

Exhibit C – Compactors



Exhibit C – Compactors

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
23445	30 YD3, 0107, DAAR ART OF ANIMATION	ART OF ANIMATION
20038	8 YD, 0805, ADM DC3	ADMINISTRATION AREA
77221	8 YD3, VERTICAL, 0812, ADM DC2 DOOR 60	ADMINISTRATION AREA
80948	30 YD3, 0085, DAK LODGE	ANIMAL KINGDOM LODGE
15343	30 YD3, 0033, ASR SERVICES 33A	ALL STAR RESORT
15351	30 YD3, 0037, ASR MOVIES	ALL STAR RESORT
15421	30 YD3, 0072, ASR MUSIC	ALL STAR RESORT
15423	30 YD, 0073, ASR SPORTS	ALL STAR RESORT
15425	30 YD3, 0074, ASR SERVICES 74A	ALL STAR RESORT
80898	30 YD3, 0069, BLIZZARD BEACH/TYPHOON LAGOON	BLIZZARD BEACH
80912	30 YD3, TRASH, 0023, BVD BUENA VISTA PALACE	BUENA VISTA DRIVE
60930	4 YD, BOARDWALK RESORT JELLYROLLS	BWR, BOARDWALK RESORT
80913	30 YD3, TRASH, 0068, BWC BOARDWALK CONVENTION	BWR, BOARDWALK RESORT
84756	8 YD, 0801, BOARDWALK RESORT ESPN	BWR, BOARDWALK RESORT
81524	30 YD3, 30 YD3, 0062, CBR OLD PORT ROYALE	CARIBBEAN BEACH RESORT
87744	30 YD3, TRASH, 63, CARIBBEAN BEACH SERVICE	CARIBBEAN BEACH RESORT
60914	30 YD3, HORIZONTAL, 0123, COR CORONADO GRAND DESTINO TOWERS	CORONADO SPRINGS RESORT
81599	30 YD3, TRASH, 0051, COR CORONADO DOCK 1	CORONADO SPRINGS RESORT
81606	30 YD3, TRASH, 0049, COR CORONADO DOCK 2	CORONADO SPRINGS RESORT
83968	30 YD3, HORIZONTAL, WASTE, 038, COR DOCK 4	CORONADO SPRINGS RESORT
15437	30 YD3, 0080, CONTEMPORARY RESORT CONVENTION	CONTEMPORARY RESORT
81529	30 YD3, TRASH, 0003, CTR CONTEMPORARY HOTEL	CONTEMPORARY RESORT
83891	30 YD3, HORIZONTAL, TRASH, 103, CTR BAY LAKE TOWERS	CONTEMPORARY RESORT
15355	30 YD3, HORIZONTAL, 0039, DAK RESTAURANTSAURUS	ANIMAL KINGDOM PARK
15361	30 YD3, HORIZONTAL, 0042, DAK TUSKERS	ANIMAL KINGDOM PARK
15363	30 YD3, 0043, DAK FLAME TREE	ANIMAL KINGDOM PARK
15369	30 YD3, 0046, DAK RAINFOREST CAFÉ	ANIMAL KINGDOM PARK
20156	4 YD, 0407, DAK CHESTER & HESTER	ANIMAL KINGDOM PARK
21380	30 YD3, 0101, DAK ASIA	ANIMAL KINGDOM PARK
60913	30 YD, 0118, DAK AVATAR/PANDORA	ANIMAL KINGDOM PARK
80911	30 YD3, 0041, DAK PIZZAFARI	ANIMAL KINGDOM PARK
84731	30 YD, 0002, DAK TAMU TAMU	ANIMAL KINGDOM PARK

Exhibit C – Compactors

Asset #	Equipment Type	Location Description
23373	4 YD, 0403, DDS JALEO	DOWNTOWN DISNEY SPRINGS
60918	30 YD, 0115, DDS B27W SERVICE YD	DOWNTOWN DISNEY SPRINGS
60921	30 YD, 0111, DDS WORLD OF DISNEY	DOWNTOWN DISNEY SPRINGS
81467	30 YD3, TRASH, 0026, DDS PLANET HOLLYWOOD	DOWNTOWN DISNEY SPRINGS
81525	30 YD3, 0117, DDS AMC SERVICE YARD	DOWNTOWN DISNEY SPRINGS
81531	30 YD3, TRASH, 0113, DDS MORIMOTO	DOWNTOWN DISNEY SPRINGS
81532	30 YD3, TRASH, 0109, DDS PORTOBELLO BOATHOUSE	DOWNTOWN DISNEY SPRINGS
83977	30 YD3, HORIZONTAL, 0114, DDS B05 YARD	DOWNTOWN DISNEY SPRINGS
83978	30 YD3, HORIZONTAL, 0114, DDS B05 YARD	DOWNTOWN DISNEY SPRINGS
84728	30 YD, 0025, DDS HOUSE OF BLUES	DOWNTOWN DISNEY SPRINGS
84732	30 YD, 0016, DDS AMC THEATER	DOWNTOWN DISNEY SPRINGS
84735	30 YD, TRASH, 0024, DDS Rainforest Café	DOWNTOWN DISNEY SPRINGS
85587	6 YD3, ACCU PAK, TRASH, TC6-01, SUMMER HOUSE	DOWNTOWN DISNEY SPRINGS
85985	30 YD3, TRASH, 0125, NBA EXPERIENCE	DOWNTOWN DISNEY SPRINGS
85989	30 YD3, TRASH, 110, DDS ONCE UPON A TOY	DOWNTOWN DISNEY SPRINGS
87638	30 YD3, TRASH, 0116, DISNEY SPRINGS B27 EAST	DOWNTOWN DISNEY SPRINGS
87743	30 YD3, TRASH, 102, DS T REX	DOWNTOWN DISNEY SPRINGS
15333	30 YD, 0028, DHS PIZZERIZZO	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15405	30 YD3, 0064, DHS TAKE 5	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15407	30 YD3, 0065, DHS SCIFI	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15409	30 YD3, 0066, DHS BACKLOT EXPRESS	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15411	30 YD3, 0067, DHS HOLLYWOOD & VINE	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15443	30 YD3, 0083, DHS MUPPET ALLEY	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60922	30 YD, 0121, LAYDOWN YARD	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60923	30 YD3, HORIZONTAL, 0124, DHS STAR WARS DOCKING BAY	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60924	30 YD, 0120, DHS TOY STORY LAND MANIA	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
83974	30 YD, HORIZONTAL, 0130, DHS, ROUNDUP RODEO BBQ	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
83889	30 YD3, HORIZONTAL, TRASH, 0135, DRURY SOUTH	TRASH, DRURY PLAZA HOTEL
83890	30 YD3, HORIZONTAL, TRASH, 0136, DRURY NORTH	TRASH, DRURY PLAZA HOTEL
15217	10 YD, EPC ELECTRIC UMBRELLA TUNNEL	EPCOT PARK
15219	10 YD, EPC STARGATE ROOM 42 TUNNEL	EPCOT PARK
15221	10 YD3, HORIZONTAL, EPC MOUSE GEAR (CREATIONS) HALLWAY TUNNEL	EPCOT PARK
15223	10 YD, EPC SUNRISE ROOM 38 TUNNEL	EPCOT PARK
15373	30 YD3, 0048, EPC CHINA / NORWAY	EPCOT PARK
15377	30 YD3, 0050, EPC GERMANY	EPCOT PARK
15381	30 YD3, 0052, EPC AMERICAN ADVENTURE	EPCOT PARK

Exhibit C – Compactors

Asset #	Equipment Type	Location Description
15383	30 YD3, 0053, EPC JAPAN	EPCOT PARK
15387	30 YD3, 0055, EPC MOROCCO	EPCOT PARK
15389	30 YD3, 0056, EPC FRANCE	EPCOT PARK
15391	30 YD, 0057, ESS ESPN SPORTS DOCK 1	EPCOT PARK
15393	8 YD, 0526, EPC MILLENNIUM	EPCOT PARK
21821	30 YD3, 0087, EPC IMAGINATION	EPCOT PARK
23184	30 YD3, 0104, EPC ITALY	EPCOT PARK
60925	30 YD, 0122, EPCOT UNITED KINGDOM	EPCOT PARK
74486	8 YD3 YD3, HYDUNIT, EPCOT MILLENNIUM	EPCOT PARK
77157	30 YD3, 0128, ECP MISSION SPACE	EPCOT PARK
80991	30 YD3, 0060, EPC LAND PAVILLION	EPCOT PARK
83973	30 YD3, HORIZONTAL, 047, EPC MEXICO	EPCOT PARK
83975	30 YD3, HORIZONTAL, 045, EPC ODYSSEY	EPCOT PARK
84730	30 YD, 0061, EPC LIVING SEAS	EPCOT PARK
80997	30 YD3, TRASH, 54, WWS Dock #2	ESPN WIDE WORLD OF SPORTS
60927	30 YD, 0112, FLS FLAMINGO SPRING HILL SUITES	FLAMINGO CROSSING
80489	1 YD3, STATIONARY, TRASH, TC101, FLC WALGREENS	FLAMINGO CROSSING
81465	30 YD3, TRASH, 0133, FLC TARGET	FLAMINGO CROSSING
84734	30 YD3, TRASH, 0132, HOME2 / HOMEWOOD SUITES	FLAMINGO CROSSING
26070	30 YD, 0108, FSR FOUR SEASONS	FOUR SEASONS RESORT
81530	30 YD3, TRASH, 0005, FWC PIONEER HALL	FORT WILDERNESS CAMPGROUND
15299	30 YD, 0011, GFR CONVENTION	GRAND FLORIDIAN RESORT
81695	30 YD3, TRASH, 0013, GFF GRAND FLORIDIAN RESORT HOTEL	GRAND FLORIDIAN RESORT
20545	30 YD3, 0086, LBV HOLIDAY INN	HOLIDAY INN HOTEL
15341	30 YD3, 0032, LBV HILTON HOTEL	HOTEL PLAZA BLVD
80897	30 YD3, TRASH, 0035, HPB DOUBLETREE	HOTEL PLAZA BLVD
15305	30 YD3, HORIZONTAL, 0014, MKP MO6	MAGIC KINGDOM THEME PARK
15307	30 YD3, 0001, MKP AVAC	MAGIC KINGDOM THEME PARK
15311	30 YD3, 0017, MKP FANTASYLAND TUNNEL	MAGIC KINGDOM THEME PARK
15349	30 YD3, 137, MKP SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
19365	8 YD, 0520, MKP PIRATES	MAGIC KINGDOM THEME PARK
23441	30 YD3, 0105, MKP BE OUR GUEST	MAGIC KINGDOM THEME PARK
80511	10 YD3, TC10002, MKP ADVENTURELAND TUNNEL	MAGIC KINGDOM THEME PARK
80512	10 YD3, TC10001, MKP TOMORROWLAND TUNNEL	MAGIC KINGDOM THEME PARK
80990	30 YD3, 0004, MKP MO-5	MAGIC KINGDOM THEME PARK
84084	30 YD3, HORIZONTAL 30YD, TRASH, 095, MKP GALAXY THEATER	MAGIC KINGDOM THEME PARK
84729	30 YD3, 0106, MKP STORYBOOK CIRCUS	MAGIC KINGDOM THEME PARK
60929	4 YD, OKW OLIVIAS CAFE	OLD KEY WEST RESORT
83976	30 YD3, HORIZONTAL, TRASH, 007, OLD KEY WEST	OLD KEY WEST RESORT
84736	30 YD3, TRASH, 138, POLYNESIAN ISLAND TOWER	POLYNESIAN ISLAND TOWER RESORT
15295	30 YD3, 0009, PLY HOTEL EXTENSION	POLYNESIAN RESORT

Exhibit C – Compactors

Asset #	Equipment Type	Location Description
15297	30 YD3, 0010, PLY HOTEL MAIN	POLYNESIAN RESORT
15441	30 YD3, 0082, POF FRENCH QUARTER	PORT ORLEANS FRENCH QUARTER RESORT
20547	30 YD3, 0089, POP SERVICE	POP CENTURY RESORT
81600	30 YD3, TRASH, 0090, POP POP CENTURY CLASSIC HALL	POP CENTURY RESORT
15439	30 YD3, 0081, POS SERVICE	PORT ORLEANS RIVERSIDE RESORT
81570	30 YD3, 30 YD3, TRASH, 008, POR PORT ORLEANS RIVERSIDE	PORT ORLEANS RIVERSIDE RESORT
77156	30 YD3, 0127, RIVIERA RESORT	RIVIERA RESORT
15431	30 YD, 0077, DSA SWAN HOTEL	SWAN AND DOLPHIN HOTEL
15433	30 YD, 0078, SDA DOLPHIN HOTEL	SWAN AND DOLPHIN HOTEL
81358	30 YD3, 0129, SWAN RESERVE HOTEL	SWAN AND DOLPHIN HOTEL
87742	30 YD3, TRASH, 12, SHADES OF GREEN	SHADES OF GREEN
15321	30 YD, 0022, SSR SERVICE YARD	SARATOGA SPRINGS RESORT
21192	30 YD, 0094, SSR HOTEL PADDOCK	SARATOGA SPRINGS RESORT
81911	30 YD3, TRASH, 0134, SSR ARTIST PALLETE	SARATOGA SPRINGS RESORT
60928	30 YD3, HORIZONTAL, 0126, SWR CANTINA	STAR WARS RESORT
86018	30 YD3, TRASH, 34, RENAISSANCE HOTEL	THE B RESORT
20055	8 YD, 0806, TDA NORTH	TEAM DISNEY AREA
23736	8 YD, 0808, TDA SOUTH	TEAM DISNEY AREA
15419	30 YD3, 0071, WLR WILDERNESS LODGE	WILDERNESS LODGE RESORT
60926	30 YD, 0119, EWS ARENA VENUE	WASTEWATER SUBSTATION
21814	30 YD, 0098, LBV WYNDHAM RESORT	WYNDHAM LAKE RESORT
21820	30 YD3, HORIZONTAL, 0079, YBR YACHT & BEACH	YACHT AND BEACH CLUB RESORT
84733	30 YD, 0093, YBR BEACH CLUB VILLAS	YACHT AND BEACH CLUB RESORT

Exhibit D – Balers



Exhibit D – Balers

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
23447	VERTICAL, 123B, ART OF ANIMATION	ART OF ANIMATION RESORT
15161	VERTICAL, 061B, ADM RESORT ENTERTAINMENT FLORIST	ADMINISTRATION AREA
15185	VERTICAL, 085B, ADM SMART CITY	ADMINISTRATION AREA
15190	VERTICAL, 090B, ADM DC3 PLASTIC ONLY	ADMINISTRATION AREA
15191	VERTICAL, 091B, ADM DC3 CARDBOARD ONLY	ADMINISTRATION AREA
23449	HORIZONTAL, 125B, ADM DC2 DOOR 73 PLASTIC	ADMINISTRATION AREA
15194	VERTICAL, 094B, AKL LODGE	ANIMAL KINGDOM LODGE
83894	VERTICAL, 099B, ASR MUSIC	ALL STAR RESORT MUSIC
15176	VERTICAL, PLASTIC, 074B, ASR CASTING	ALL STAR RESORT
15197	VERTICAL, 097B, ASR LAUNDRY CASTING OCC	ALL STAR RESORT
80992	VERTICAL, OCC, 076B, ASR MOVIES	ALL STAR RESORT
81604	VERTICAL, 098B, ALLSTAR SPORTS	ALL STAR RESORT
15201	VERTICAL, 101B, BBP BLIZZARD BEACH	BLIZZARD BEACH WATER PARK
15203	VERTICAL, 103B, BOARDWALK RESORT ESPN	SOLID WASTE RECYCLING, TRASH
80514	VERTICAL, OCC, 105B, BOARDWALK JELLYROLLS	SOLID WASTE RECYCLING, TRASH
80515	VERTICAL, OCC, 104B, BOARDWALK RESORT ATLANTIC DANCE	SOLID WASTE RECYCLING, TRASH
81517	VERTICAL, 102B, BWR CONVENTION	SOLID WASTE RECYCLING, TRASH
15162	VERTICAL, 062B, CBR OLD PORT ROYAL	CARIBBEAN BEACH RESORT
85969	VERTICAL, RECYCLE, 063B, CARIBBEAN BEACH SERVICE	CARIBBEAN BEACH RESORT
23448	VERTICAL, PLASTIC, 124B, COR VERACRUZ HALL	CORONADO SPRINGS RESORT
26818	VERTICAL, 133B, COR VERACRUZ HALL DOCK 7 CARDBOARD	CORONADO SPRINGS RESORT
29482	VERTICAL, 148B, COR CORONODO TOWERS	CORONADO SPRINGS RESORT
81432	HORIZONTAL, OCC, 109B, CORONADO SPRINGS DOCK 2	CORONADO SPRINGS RESORT
81605	VERTICAL, OCC, 110B, COR CORONADO DOCK 4	CORONADO SPRINGS RESORT
15110	VERTICAL, OCC, 003B, CTR CONTEMPORARY MAIN	CONTEMPORARY RESORT
15193	VERTICAL, 093B, CTR CONVENTION	CONTEMPORARY RESORT
22012	VERTICAL, 113B, CTR CONTEMPORARY WAVE	CONTEMPORARY RESORT
83907	VERTICAL, OCC, 003B, CONTEMPORARY HOTEL	CONTEMPORARY RESORT
15136	VERTICAL, 036B, DAK RESTAURANTOSAURUS	ANIMAL KINGDOM PARK
15141	VERTICAL, 041B, DAK FLAMETREE	ANIMAL KINGDOM PARK
15142	VERTICAL, 042B, DAK RAINFOREST CAFE	ANIMAL KINGDOM PARK
15153	VERTICAL, 053B, DAK TAMU TAMU	ANIMAL KINGDOM PARK
15198	VERTICAL, 039B, DAK PIZZAFARI	ANIMAL KINGDOM PARK

Exhibit D – Balers

Asset #	Equipment Type	Location Description
60811	VERTICAL, 141B, DAK AVATAR/PANDORA	ANIMAL KINGDOM PARK
80513	VERTICAL, OCC, 050B, DAK ANIMAL FORAGE WHSE	ANIMAL KINGDOM PARK
81437	HORIZONTAL, OCC, 055B, DAK ENG SVCS (SHERBERTH RD)	ANIMAL KINGDOM PARK
81520	VERTICAL, RECYCLE, 095-B, ASIA	ANIMAL KINGDOM PARK
84747	VERTICAL, RECYCLE, 035B, DAK PRIDE ROCK	ANIMAL KINGDOM PARK
84752	VERTICAL, RECYCLE, 040B, TUSKERS	ANIMAL KINGDOM PARK
85967	VERTICAL, RECYCLE, 044B, ISLAND MRCHANTILE	ANIMAL KINGDOM PARK
15125	VERTICAL, 025B, DDS HOUSE OF BLUES	DOWNTOWN DISNEY SPRINGS
15126	VERTICAL, 026B, DDS PLANET HOLLYWOOD	DOWNTOWN DISNEY SPRINGS
15127	VERTICAL, 027B, DDS ONCE UPON A TOY	DOWNTOWN DISNEY SPRINGS
15128	VERTICAL, RECYCLE, 161B, SUMMER HOUSE	DOWNTOWN DISNEY SPRINGS
15129	VERTICAL, 029B, DDS SERVICE YARD	DOWNTOWN DISNEY SPRINGS
15202	VERTICAL, PLASTICS, 135B, DDS UNIQLO B27 YARD	DOWNTOWN DISNEY SPRINGS
22154	VERTICAL, 116B, DDS TREX	DOWNTOWN DISNEY SPRINGS
23889	VERTICAL, 128B, DDS PORTOBELLO BOATHOUSE	DOWNTOWN DISNEY SPRINGS
60804	VERTICAL, 134B, DDS LEGO	DOWNTOWN DISNEY SPRINGS
60806	VERTICAL, 136B, DDS B15 YARD	DOWNTOWN DISNEY SPRINGS
60807	VERTICAL, 137B, DDS MORIMOTO	DOWNTOWN DISNEY SPRINGS
60808	VERTICAL, 138B, DDS B05 YARD	DOWNTOWN DISNEY SPRINGS
60809	VERTICAL, 139B, DDS B27 WEST YARD	DOWNTOWN DISNEY SPRINGS
60810	VERTICAL, 140B, DDS AMC SERVICE YARD	DOWNTOWN DISNEY SPRINGS
60822	VERTICAL, 151B, DDS NBA EXPERIENCE	DOWNTOWN DISNEY SPRINGS
75218	VERTICAL, 152B, DDS B26E YARD OCC (UNIQLO OCC)	DOWNTOWN DISNEY SPRINGS
83908	VERTICAL RECYCLE, OCC, 024B, DDS RAINFOREST CAFE	DOWNTOWN DISNEY SPRINGS
83929	VERTICAL, 028B, DDS WORLD OF DISNEY	DOWNTOWN DISNEY SPRINGS
15166	VERTICAL, 066B, DHS BACKLOT RESTAURANT	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15167	VERTICAL, 067B, DHS HOLLYWOOD & VINE LEFT BLOCK	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15168	VERTICAL, 068B, DHS FEATURE ANIMATION	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15172	VERTICAL, 072B, DHS SUNSET RANCH	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15183	VERTICAL, 083B, DHS MUPPETS ALLEY	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60814	VERTICAL, 145B, DHS TOY STORY LAND F&B	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60816	VERTICAL, 146B, DHS TOY STORY LAND MANIA	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60818	VERTICAL, 147B, DHS PARGO MAINTENANCE BUILDING	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60820	VERTICAL, 149B, DHS STAR WARS DOCKING BAY	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
60821	VERTICAL, 150B, DHS STAR WARS CANTINA	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
80996	VERTICAL, 156B, DHS STAR WARS HOTEL (HUBBLE)	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
83895	VERTICAL, OCC RECYCLE, 159B, DHS, ROUNDUP RODEO BBQ	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
83909	VERTICAL, 065B, DHS SCIFI	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
84749	VERTICAL, RECYCLE, 064B, DHS TAKE FIVE	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
15143	VERTICAL, 043B, EPC INNOVENTIONS	EPCOT PARK
15145	VERTICAL, 045B, ECP ODYSSEY	EPCOT PARK
15148	VERTICAL, 048B, ECP CHINA	EPCOT PARK
15156	VERTICAL, 056B, ECP FRANCE	EPCOT PARK
15157	VERTICAL, 057B, ECP UNITED KINGDOM	EPCOT PARK
15158	VERTICAL, 058B, ECP MILLENNIUM VILLAGE	EPCOT PARK

Exhibit D – Balers

Asset #	Equipment Type	Location Description
23929	VERTICAL, 129B, EPC MOROCCO	EPCOT PARK
60812	VERTICAL, 143B, ECP JAPAN	EPCOT PARK
80516	VERTICAL, OCC, 051B, ECP ITALY	EPCOT PARK
80947	VERTICAL, OCC, 059B, ECP IMAGINATION	EPCOT PARK
81519	VERTICAL, RECYCLE, 047B, ECP MEXICO	EPCOT PARK
81572	VERTICAL, RECYCLE, 049B, EPC EPCOT GERMANY	EPCOT PARK
83925	VERTICAL RECYCLE, OCC, 060B, EPCOT LAND	EPCOT PARK
85971	VERTICAL, RECYCLE, 121B, LIVING SEAS	EPCOT PARK
87639	VERTICLE, RECYCLE, 054B, ECP JAPAN	EPCOT PARK
87640	VERTICLE, RECYCLE, 132B, ECP CANADA	EPCOT PARK
87641	VERTICLE, RECYCLE, 052B, ECP AMERICAN ADVENTURE	EPCOT PARK
15180	VERTICAL, 080B, EWS ALL STAR CAFÉ	ESPN WIDE WORLD OF SPORTS ARENA
15207	VERTICAL, 107B, EWS STADIUM DOCK 1	ESPN WIDE WORLD OF SPORTS ARENA
26314	VERTICAL, 108B, WWS FIELD HOUSE	ESPN WIDE WORLD OF SPORTS ARENA
26072	VERTICAL, 130B, FSR FOUR SEASONS RESORT	FOUR SEASONS RESORT
15106	VERTICAL, 006B, FWC SERVICE YARD	FORT WILDERNESS CAMPGROUND
15107	VERTICAL, 007B, FWC TRADING POST	FORT WILDERNESS CAMPGROUND
81518	VERTICAL, 0005, FWC PIONEER HALL	FORT WILDERNESS CAMPGROUND
15101	VERTICAL, 001B, GFR CONVENTION	GRAND FLORIDIAN RESORT
19456	VERTICAL, 013B, GFR MAIN HOTEL DOCK	GRAND FLORIDIAN RESORT
15134	VERTICAL, 034B, RENAISSANCE HOTEL	LAKE BUENA VISTA SUBSTATION
15137	VERTICAL, 037B, LBV WYNDHAM RESORT	LAKE BUENA VISTA SUBSTATION
85968	VERTICAL, RECYCLE, 032B, HILTON HOTEL	LAKE BUENA VISTA SUBSTATION
87746	VERTICLE, RECYCLE, BUENA VISTA PALACE	LAKE BUENA VISTA SUBSTATION
15114	VERTICAL, 014B, MKP MO6, 4/30/2022	MAGIC KINGDOM THEME PARK
15115	VERTICAL, 015B, MKP SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
23377	VERTICAL, 120B, MKP OUTDOOR FOODS	MAGIC KINGDOM THEME PARK
23494	VERTICAL, 126B, MKP BE OUR GUEST	MAGIC KINGDOM THEME PARK
23708	VERTICAL, 127B, MKP STORYBOOK CIRCUS	MAGIC KINGDOM THEME PARK
80993	VERTICAL, OCC, 017B, MKP FANTASYLAND	MAGIC KINGDOM THEME PARK
15104	VERTICAL, 004B, MKP MO5	MAGIC KINGDOM TUNNEL
15102	VERTICAL, 002B, NSA CENTRAL SHOPS	NORTH SERVICE AREA
22067	VERTICAL, 115B, SSA PROPERTY CONTROL	NORTH SERVICE AREA
15187	VERTICAL, 087B, OKW OLD KEY WEST	OLD KEY WEST RESORT
84751	VERTICAL, RECYCLE, 160B, ISLAND TOWERS	POLYNESIAN ISLAND TOWER RESORT
15109	VERTICAL, 009B, PLY POLYNESIAN TANGAROA TERRACE	POLYNESIAN RESORT
80995	OCC, 010B, PLY POLYNESIAN MAIN	POLYNESIAN RESORT
15182	VERTICAL, 082B, POF FRENCH QUARTER	PORT ORLEANS FRENCH QUARTER RESORT
15196	VERTICAL, 096B, POP CLASSIC HALL	POP CENTURY RESORT
15192	VERTICAL, 092B, POR RIVERSIDE	PORT ORLEANS RIVERSIDE RESORT
85970	VERTICAL, RECYCLE, 081B, PORT ORLEANS SERVICE	PORT ORLEANS RIVERSIDE RESORT
77158	VERTICAL, 154B, RIV RIVIERA RESORT	RIVIERA RESORT
15177	VERTICAL, 077B, SDA SWAN HOTEL	SWAN AND DOLPHIN HOTEL AREA
15178	VERTICAL, 078B, SDA DOLPHIN HOTEL	SWAN AND DOLPHIN HOTEL AREA
81571	VERTICAL, RECYCLE, 012B, SOG SHADES OF GREEN	SHADES OF GREEN RESORT

Exhibit D – Balers

Asset #	Equipment Type	Location Description
15186	VERTICAL, 086B, SSR SERVICE	SARATOGA SPRINGS RESORT
84748	VERTICAL, RECYCLE, 022B, SSR ARTIST PALETTE	SARATOGA SPRINGS RESORT
15184	VERTICAL, 084B, TDA SOUTH	TEAM DISNEY AREA
15169	VERTICAL, 069B, TLP SINGAPORE SAL'S	TYPHOON LAGOON WATER PARK
84750	VERTICAL, RECYCLE, 070B, TYPHOON LAGOON LEANING PALMS	TYPHOON LAGOON WATER PARK
15146	VERTICAL, 046B, NSA TEXTILE SERVICES	TEXTILE SERVICES
81573	VERTICAL, 100B, WLR WILDERNESS LODGE	WILDERNESS LODGE RESORT
60813	VERTICAL, 144B, EWS ARENA VENUE	WASTEWATER SUBSTATION
15179	VERTICAL, 079B, YBR YACHT & BEACH CLUB	YACHT & BEACH CLUB RESORT

Exhibit E – 20-yard Open Top



Exhibit E – 20-yard Open Top

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
75522	20 YD, 20 YD3, WOOD, 1017, Maddox Electric @ Dopey Drive	RECYCLING, ADMINISTRATION AREA
75553	20 YD, RCID NO 1003, AA DC2 WOOD	RECYCLING, ADMINISTRATION AREA
75556	20 YD, RCID NO 2217, AA TEXTILE ADMIN WOOD	RECYCLING, ADMINISTRATION AREA
75555	20 YD, RCID NO 2428, AA DC6 CARPET	RECYCLING, ADMINISTRATION AREA
75595	20 YD, RCID NO 2406, AK LODGE LANDSCAPE (BEHIND TENNIS COURTS)	RECYCLING, ANIMAL KINGDOM LODGE
75596	20 YD, RCID NO 2406, AK LODGE LANDSCAPE (BEHIND TENNIS COURTS)	RECYCLING, ANIMAL KINGDOM LODGE
77447	20 YD3, 2251, BBP BLIZZARD BEACH WOOD	RECYCLING, BLIZZARD BEACH WATER PARK
77445	20 YD3, 2343, BBP BLIZZARD BEACH LANDSCAPE	RECYCLING, BLIZZARD BEACH WATER PARK
75584	20 YD, RCID NO 2725, CARIBBEAN BEACH SERVICE WOOD	RECYCLING, CARIBBEAN BEACH RESORT
75502	20 YD, RCID NO 1140, AK VEH MAINT WOOD	RECYCLING, ANIMAL KINGDOM PARK
75508	20 YD, RCID NO 2220, GORILLA MANURE	RECYCLING, ANIMAL KINGDOM PARK
75505	20 YD, RCID NO 2401, AVIARY MANURE	RECYCLING, ANIMAL KINGDOM PARK
75549	20 YD, RCID NO 2438, AK GREENHOUSE 12 LANDSCAPE	RECYCLING, ANIMAL KINGDOM PARK
75550	20 YD, RCID NO 2438, AK GREENHOUSE 12 LANDSCAPE	RECYCLING, ANIMAL KINGDOM PARK
75551	20 YD, RCID NO 2438, AK GREENHOUSE 8 LANDSCAPE	RECYCLING, ANIMAL KINGDOM PARK
75507	20 YD, RCID NO 2446, GIRAFFE MANURE	RECYCLING, ANIMAL KINGDOM PARK
75506	20 YD, RCID NO 2456, ELEPHANT MANURE	RECYCLING, ANIMAL KINGDOM PARK
75493	20 YD, RCID NO 2746, AK MOUNT EVEREST WOOD	RECYCLING, ANIMAL KINGDOM PARK
75494	20 YD, RCID NO 3232, AK LANDSCAPE AT ASIA LAYDOWN	RECYCLING, ANIMAL KINGDOM PARK
75495	20 YD, RCID NO 3232, AK LANDSCAPE AT ASIA LAYDOWN	RECYCLING, ANIMAL KINGDOM PARK
75496	20 YD, RCID NO 3232, AK LANDSCAPE AT ASIA LAYDOWN	RECYCLING, ANIMAL KINGDOM PARK
75499	20 YD, RCID NO 3232, AK LANDSCAPE BY ELEPHANT MANURE	RECYCLING, ANIMAL KINGDOM PARK
75224	20 YD3, 2369, DAK LION MANURE	RECYCLING, ANIMAL KINGDOM PARK
75504	20 YD3, TIRES, 2222, AK VEH MAINT TIRES	RECYCLING, ANIMAL KINGDOM PARK
75560	20 YD, RCID NO 1178, DS AMC SERVICE YARD WOOD	RECYCLING, DOWNTOWN DISNEY SPRINGS
75538	20 YD, RCID NO 2340, EPCOT AG-SCIENCE COMPOST	RECYCLING, EPCOT PARK
75539	20 YD, RCID NO 2344, EPCOT AG-SCIENCE SOIL	RECYCLING, EPCOT PARK
75540	20 YD, RCID NO 2355, EPCOT LANDSCAPE	RECYCLING, EPCOT PARK
75541	20 YD, RCID NO 2395, EPCOT TEST TRACK TIRE	RECYCLING, EPCOT PARK
75579	20 YD, RCID NO 2232, WWS LANDSCAPE	RECYCLING, ESPN WIDE WORLD OF SPORTS AREA

Exhibit E – 20-yard Open Top

Asset #	Equipment Type	Location Description
75578	20 YD, RCID NO 2277, WWS WOOD	RECYCLING, ESPN WIDE WORLD OF SPORTS AREA
77439	20 YD3, 3551, FOURTH LAUNDRY OPERATION WOOD	RECYCLING, ESPN WIDE WORLD OF SPORTS AREA
75523	20 YD3, LANDSCAPE, 2606, FIRE STATION 4, HAT AND HOSE	YARD WASTE, FIRE STATION 4 HAT AND HOSE
75569	20 YD, RCID NO 2437, MK SWEEPER AT FT WILDERNESS SVC YD	RECYCLING, FORT WILDERNESS CAMPGROUND
75513	20 YD3, MANURE, 2444, DAK BARN 85	RECYCLING, FORT WILDERNESS CAMPGROUND
81241	20 YD3, RECYCLE, YARD WASTE, 20156, GFR LANDSCAPE	RECYCLING, GRAND FLORIDIAN RESORT
75490	20 YD, RCID NO 2237, GRAND FLORIDIAN LANDSCAPE	RECYCLING, GRAND FLORIDIAN RESORT
75492	20 YD, RCID NO 2237, GRAND FLORIDIAN LANDSCAPE	RECYCLING, GRAND FLORIDIAN RESORT
75588	20 YD, RCID NO 2395, LBV TIRE	RECYCLE, LAKE BUENA VISTA
75589	20 YD, RCID NO 2570, LBV IRRIGATION YARD WOOD	RECYCLE, LAKE BUENA VISTA
77441	20 YD3, 2418, BUENA VISTA PALACE	RECYCLE, LAKE BUENA VISTA
62748	20 YD, RCID NO 2383, MK MO-5 LANDSCAPING	RECYCLING, MAGIC KINGDOM THEME PARK
75542	20 YD, RCID NO 2806, MK PARK 2 WOOD	RECYCLING, MAGIC KINGDOM THEME PARK
75485	20 YD, RCID NO 2806, MK PARK 3 WOOD	RECYCLING, MAGIC KINGDOM THEME PARK
75226	20 YD, 20 YD3, 2367, NSA DISC BUILDING WOOD	RECYCLING, NORTH SERVICE AREA
75229	20 YD, RCID NO 2265, NSA VEHICLE MAINT TIRE	RECYCLING, NORTH SERVICE AREA
75230	20 YD, RCID NO 2265, NSA VEHICLE MAINT TIRE	RECYCLING, NORTH SERVICE AREA
75225	20 YD, RCID NO 2447, NSA DISC BUILDING ENGINEERING	RECYCLING, NORTH SERVICE AREA
77451	20 YD3, 1181, NSA STEAM TRAINS PT WOOD	RECYCLING, NORTH SERVICE AREA
77449	20 YD3, 2740, PLUTO PARK DAN THOMAS PAINTING WOOD	YARD WASTE, PLUTO PARK
77442	20 YD3, 3521, ROYAL OAK COURT LANDSCAPE	YARD WASTE, ROYAL OAKS COURT
75548	20 YD, RCID NO 2256, AK MAINTENANCE AT SHERBERTH WOOD	RECYCLING, SHERBERTH ROAD
77438	20 YD3, 2407, SOG CLUB MED LANDSCAPE	RECYCLING, SHADES OF GREEN RESORT
62746	20 YD, RCID NO 2218, SSA HEAVY EQUIPMENT TIRE	RECYCLING, SOUTH SERVICE AREA
75223	20 YD, RCID NO 2275, SSA BUS MAINTENANCE WOOD	RECYCLING, SOUTH SERVICE AREA
75481	20 YD, RCID NO 2299, ROADWAY BRIGHTVIEW YARD	RECYCLING, SOUTH SERVICE AREA
62744	20 YD, RCID NO 2378, SSA DRAINAGE ENG	RECYCLING, SOUTH SERVICE AREA
62745	20 YD, RCID NO 3263, SSA PEST MANAGEMENT WOOD	RECYCLING, SOUTH SERVICE AREA
77452	20 YD3, TRASH, 2363, RCID BRIGHTVIEW YARD	RECYCLING, SOUTH SERVICE AREA
81826	20 YD3, TRASH, 20173, MK TTC	YARD WASTE, TRANSPORTATION TICKET CENTER
81825	20 YD3, YARDWASTE, 20172, MK TTC	YARD WASTE, TRANSPORTATION TICKET CENTER
75565	20 YD, RCID NO 2310, DUKE ENERGY ENG	TRASH, ADMINISTRATION AREA
75500	20 YD, RCID NO 2318, AK WDI LOT ENG	TRASH, ADMINISTRATION AREA
75552	20 YD, RCID NO 2334, AA DC4 ORANGE WAREHOUSE ENGINEERING	TRASH, ADMINISTRATION AREA
75557	20 YD, RCID NO 2415, AA TEXTILE ADMIN LINT	TRASH, ADMINISTRATION AREA
75558	20 YD, RCID NO 2415, AA TEXTILE ADMIN TRASH NORTH SIDE	TRASH, ADMINISTRATION AREA
75566	20 YD, RCID NO 3519, DC6 DOOR 64 ENG	TRASH, ADMINISTRATION AREA
75554	20 YD, RCID NO 2424, AK LODGE ENGINEERING	TRASH, ANIMAL KINGDOM LODGE
88493	20 YD, 20 YD3, 2302, EPCOT SWEEPER AT ALL STAR CAST LOT	TRASH, ALL STAR RESORT
88492	20 YD, 20 YD3, 2359, EPCOT SWEEPER AT ALL STAR CAST LOT	TRASH, ALL STAR RESORT

Exhibit E – 20-yard Open Top

Asset #	Equipment Type	Location Description
75483	20 YD, RCID NO 2608, ALLSTAR ENG	TRASH, ALL STAR RESORT
77446	20 YD3, 2398, BBP BLIZZARD BEACH ENGINEERING	TRASH, BLIZZARD BEACH WATER PARK
81244	20 YD3, TRASH, 2266, CBR CARIBBEAN BEACH ENG	TRASH, CARIBBEAN BEACH RESORT
75581	20 YD, 20 YD3, TRASH, 2557, CORONADO ENGINEERING	TRASH, CORONADO SPRINGS RESORT
75515	20 YD, RCID NO 2258, CORONADO SWEEPER (MARSHALLING YD)	TRASH, CORONADO SPRINGS RESORT
75516	20 YD, RCID NO 2555, CORONADO ENGINEERING (MARSHALLING YD)	TRASH, CORONADO SPRINGS RESORT
75501	20 YD, RCID NO 1045, AK ENG SVCS PARADE BLDG	TRASH, DISNEY ANIMAL KINGDOM PARK
75503	20 YD, RCID NO 2244, AK VEH MAINT ENG	TRASH, DISNEY ANIMAL KINGDOM PARK
75497	20 YD, RCID NO 2430, AK KALI RIVER RAPIDS ENG	TRASH, DISNEY ANIMAL KINGDOM PARK
75231	20 YD, RCID NO 2431, BAY LAKE COMMUNITY ENG	TRASH, DISNEY ANIMAL KINGDOM PARK
75564	20 YD, RCID NO 2339, DS CUSTODIAL BEHIND SPEEDWAY	TRASH, DOWNTOWN DISNEY SPRINGS
75561	20 YD, RCID NO 2354, DS STRAWBERRY LOT ENGINEERING	TRASH, DOWNTOWN DISNEY SPRINGS
75562	20 YD, RCID NO 2354, DS STRAWBERRY LOT ENGINEERING	TRASH, DOWNTOWN DISNEY SPRINGS
75563	20 YD, RCID NO 2354, DS STRAWBERRY LOT ENGINEERING	TRASH, DOWNTOWN DISNEY SPRINGS
75545	20 YD, RCID NO 2331, STUDIO ENGINEERING	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
75544	20 YD, RCID NO 2384, STUDIO PARGO MAINT ENGINEERING	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
77448	20 YD3, 5163, STUDIO FIREWORKS	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
75536	20 YD, RCID NO 20074, EPCOT LIVING SEAS ENGINEERING	TRASH, EPCOT PARK
75537	20 YD, RCID NO 20075, EPCOT LANDSCAPE ENGINEERING AT COMPOUND	TRASH, EPCOT PARK
75574	20 YD, RCID NO 2230, WWS ENG @ WDI LOT	TRASH, ESPN WIDE WORLD OF SPORTS AREA
75580	20 YD, RCID NO 2412, WWS ENGINEERING	TRASH, ESPN WIDE WORLD OF SPORTS AREA
75592	20 YD, RCID NO 2349, TRANQUILO GOLF MAINT LANDSCAPE (4 SEASONS)	TRASH, FOUR SEASONS RESORT
87360	20 YD3, TRASH, 2686, FOUR SEASONS ENG	TRASH, FOUR SEASONS RESORT
75514	20 YD, RCID NO 1058, FT WILDERNESS DRAFT HORSE MANURE	TRASH, FORT WILDERNESS CAMPGROUND
75571	20 YD, RCID NO 2247, FT WILDERNESS PRESSURE TREATED WOOD	TRASH, FORT WILDERNESS CAMPGROUND
75570	20 YD, RCID NO 2288, FT WILDERNESS SVC ENG	TRASH, FORT WILDERNESS CAMPGROUND
75489	20 YD, RCID NO 2269, GRAND FLORIDIAN ENG	TRASH, GRAND FLORIDIAN RESORT
75583	20 YD, RCID NO 2269, GRAND FLORIDIAN ENG	TRASH, GRAND FLORIDIAN RESORT
75559	20 YD, RCID NO 2234, BVCC YARD 2 PRESSURE TREATED WOOD	TRASH, LAKE BUENA VISTA
75591	20 YD, RCID NO 2238, LBV WOODSHOP ENGINEERING	TRASH, LAKE BUENA VISTA
77444	20 YD3, 2418, BUENA VISTA PALACE ENGINEERING	TRASH, LAKE BUENA VISTA
75531	20 YD3, 2434, HILTON ENGINEERING	TRASH, LAKE BUENA VISTA
75543	20 YD, RCID NO 2410, MK SMALL WORLD MAINTENANCE ENG	TRASH, MAGIC KINGDOM THEME PARK
75484	20 YD, RCID NO 2435, MK PARADE MAINTENANCE	TRASH, MAGIC KINGDOM THEME PARK
75228	20 YD, 20 YD3, 2271, NSA HOLIDAY WAREHOUSE	TRASH, NORTH SERVICE AREA
62747	20 YD, RCID NO 2268, NSA CEP BACK 40 ENG	TRASH, NORTH SERVICE AREA
75585	20 YD, RCID NO 2324, NSA STAFF SHOP ENGINEERING	TRASH, NORTH SERVICE AREA
75227	20 YD, RCID NO 2328, NSA DECORATING SUPPORT	TRASH, NORTH SERVICE AREA
77450	20 YD3, 2353, PLUTO PARK STAFF YD MK ENG SVCS	TRASH, PLUTO PARK

Exhibit E – 20-yard Open Top

Asset #	Equipment Type	Location Description
81264	20 YD3, TRASH, 2353, NSA (BACK OF PLUTO PK) MK STAFF SHOP	TRASH, PLUTO PARK
75567	20 YD, RCID NO 2292, PORT ORLEANS SERVICE ENG	TRASH, PORT ORLEANS RIVERSIDE RESORT
75568	20 YD, RCID NO 2292, PORT ORLEANS SERVICE ENG	TRASH, PORT ORLEANS RIVERSIDE RESORT
75546	20 YD, RCID NO 2255, AK MAINTENANCE AT SHERBERTH	TRASH, SHERBERTH ROAD
75517	20 YD, RCID NO 20055, DOLPHIN PAC HALL	TRASH, SWAN AND DOLPHIN HOTEL AREA
75518	20 YD, RCID NO 20056, DOLPHIN PAC HALL	TRASH, SWAN AND DOLPHIN HOTEL AREA
75519	20 YD, RCID NO 20057, DOLPHIN PAC HALL	TRASH, SWAN AND DOLPHIN HOTEL AREA
77437	20 YD3, 2308, SOG CLUB MED ENGINEERING	TRASH, SHADES OF GREEN RESORT
77435	20 YD3, 2309, SHADES OF GREEN FISH CAMP ENGINEERING	TRASH, SHADES OF GREEN RESORT
77436	20 YD3, 2562, SOG MAGNOLIA GOLF BLDG MAINT ENGINEERING	TRASH, SHADES OF GREEN RESORT
75480	20 YD, RCID NO 2289, BRIGHTVIEW ENG	TRASH, SOUTH SERVICE AREA
75222	20 YD, RCID NO 2449, SSA MECHANIC SHOP ENG	TRASH, SOUTH SERVICE AREA
75220	20 YD, RCID NO 3224, SSA MRF REJECT	TRASH, SOUTH SERVICE AREA
75587	20 YD, RCID NO 2356, LBV SWEEPER ENGINEERING	TRASH, SARATOGA SPRINGS RESORT
75586	20 YD, RCID NO 2356, SARATOGA SWEEPER ENGINEERING	TRASH, SARATOGA SPRINGS RESORT
87362	20 YD3, TRASH, 2276, SARATOGA ENGINEERING	TRASH, SARATOGA SPRINGS RESORT
77433	20 YD3, 2605, TYPHOON LAGOON ENGINEERING	TRASH, TYPHOON LAGOON WATER PARK
75524	20 YD3, 20062, ADM TEXTILE TRASH NORTH SIDE	TRASH, ADMINISTRATION AREA
88515	20 YD3, TRASH, 3235, LANDSCAPE COMPOUND	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
75521	20 YD, RCID NO 20059,	TRASH, WILDERNESS LODGE RESORT

Exhibit F – 30-yard Open Top



Exhibit F – 30-yard Open Top

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
76936	30 YD, RCID NO 3210, AA POINT OF SALE OCC	RECYCLING, ADMINISTRATION AREA
76952	30 YD, RCID NO 3236, DC3 DOOR 3, WOOD	RECYCLING, ADMINISTRATION AREA
76930	30 YD, RCID NO 3275, AA DC2 DOOR 73 OCC	RECYCLING, ADMINISTRATION AREA
76943	30 YD, RCID NO 3507, DC6 OCC	RECYCLING, ADMINISTRATION AREA
76940	30 YD, RCID NO 3517, DC6 PALLET YARD WOOD	RECYCLING, ADMINISTRATION AREA
76941	30 YD, RCID NO 3517, DC6 PALLET YARD WOOD	RECYCLING, ADMINISTRATION AREA
76935	30 YD, RCID NO 3527, AA TEXTILE ADMIN OCC	RECYCLING, ADMINISTRATION AREA
77469	30 YD3, MANURE **FLOOR DRAINS**, 3272, AK LODGE MANURE (BARN 87)	RECYCLING, ANIMAL KINGDOM LODGE
76912	30 YD, RCID NO 3228, ALLSTAR LANDSCAPE	RECYCLING, ALL STAR RESORT
76911	30 YD, RCID NO 3233, ALLSTAR LANDSCAPE	RECYCLING, ALL STAR RESORT
77475	30 YD3, 2343, BLIZZARD BEACH LANDSCAPE	RECYCLING, BLIZZARD BEACH WATER PARK
77455	30 YD3, 3230, CARIBBEAN BEACH LANDSCAPE	RECYCLING, CARIBBEAN BEACH RESORT
76920	30 YD, RCID NO 3280, CORONADO LANDSCAPING	RECYCLING, CORONADO SPRINGS RESORT
81424	30 YD3, 3280, CORONADO LANDSCAPING	RECYCLING, CORONADO SPRINGS RESORT
76919	30 YD, RCID NO 3522, AK LANDSCAPING AT COMPOUND	RECYCLING, ANIMAL KINGDOM PARK
77480	30 YD3, 30073, DAK AK LANDSCAPING 3522	RECYCLING, ANIMAL KINGDOM PARK
76927	30 YD3, COMPOST, 3251, DAK BARN 87	RECYCLING, ANIMAL KINGDOM PARK
88490	30 YD, 30 YD3, 3231, STUDIOS LANDSCAPE YARD	RECYCLING, DISNEY HOLLYWOOD STUDIOS
88491	30 YD, 30 YD3, 3231, STUDIOS LANDSCAPE YARD	RECYCLING, DISNEY HOLLYWOOD STUDIOS
76926	30 YD, RCID NO 2723, STUDIO PARGO MAINTENANCE WOOD	RECYCLING, DISNEY HOLLYWOOD STUDIOS
76923	30 YD, RCID NO 30017, EPCOT LAND WOOD	RECYCLING, EPCOT PARK
76925	30 YD, RCID NO 3215, EPCOT LANDSCAPE	RECYCLING, EPCOT PARK
76945	30 YD, RCID NO 3215, EPCOT LANDSCAPE	RECYCLING, EPCOT PARK
77464	30 YD3, 3553, FOURTH LAUNDRY OPERATION OCC	RECYCLING, ESPN WIDE WORLD OF SPORTS AREA
77459	30 YD3, 2606, FIRE STATION 4 RCID LANDSCAPE	YARD WASTE, FIRE STATION 4 HAT AND HOSE
76933	30 YD, RCID NO 0500, FWC @ AK LODGE OCC	RECYCLING, FORT WILDERNESS CAMPGROUND
76932	30 YD, RCID NO 2804, FWC @ AK LODGE WOOD	RECYCLING, FORT WILDERNESS CAMPGROUND
76948	30 YD, RCID NO 3202, FT WILDERNESS SVC LANDSCAPE	RECYCLING, FORT WILDERNESS CAMPGROUND
77466	30 YD3, 3239, LBV LANDSCAPE	RECYCLE, LAKE BUENA VISTA

Exhibit F – 30-yard Open Top

Asset #	Equipment Type	Location Description
77468	30 YD3, 3239, LBV LANDSCAPE	RECYCLE, LAKE BUENA VISTA
77472	30 YD3, 2448, OLD KEY WEST LANDSCAPE	RECYCLING, OLD KEY WEST RESORT
88466	30 YD3, 2450, OLD KEY WEST LANDSCAPE	RECYCLING, OLD KEY WEST RESORT
77471	30 YD3, 2730, PLUTO PARK WHITING TURNER MK2 WOOD	YARD WASTE, PLUTO PARK
76946	30 YD, RCID NO 3255, PORT ORLEANS CAST SVCS LANDSCAPE	RECYCLING, PORT ORLEANS FRENCH QUARTER RESORT
76947	30 YD, RCID NO 3255, PORT ORLEANS CAST SVCS LANDSCAPE	RECYCLING, PORT ORLEANS FRENCH QUARTER RESORT
77462	30 YD3, 2236, SOG CLUB MED WOOD	RECYCLING, SHADES OF GREEN RESORT
76910	30 YD, RCID NO 3277, SSA PROPERTY CONTROL WOOD	RECYCLING, SOUTH SERVICE AREA
77460	30 YD3, 3254, TYPHOON LAGOON LANDSCAPE	RECYCLING, TYPHOON LAGOON WATER PARK
77461	30 YD3, 3254, TYPHOON LAGOON LANDSCAPE	RECYCLING, TYPHOON LAGOON WATER PARK
76949	30 YD, RCID NO 1088, WILDERNESS LODGE LANDSCAPE	RECYCLING, WILDERNESS LODGE RESORT
76950	30 YD, RCID NO 1088, WILDERNESS LODGE LANDSCAPE	RECYCLING, WILDERNESS LODGE RESORT
88516	30 YD3, LANDSCAPE, 3241, YACHT & BEACH	RECYCLING, YACHT AND BEACH CLUB RESORT
88517	30 YD3, LANDSCAPE, 3242, YACHT & BEACH	RECYCLING, YACHT AND BEACH CLUB RESORT
76931	30 YD, RCID NO 1173, AA DC2 DOOR 74 ENG	TRASH, ADMINISTRATION AREA
76939	30 YD, RCID NO 2320, SMART CITY ENG	TRASH, ADMINISTRATION AREA
76938	30 YD, RCID NO 3223, DUKE ENERGY ENG	TRASH, ADMINISTRATION AREA
76934	30 YD, RCID NO 3243, AA TEXTILE ADMIN TRASH SOUTH SIDE	TRASH, ADMINISTRATION AREA
76937	30 YD, RCID NO 3273, AA POINT OF SALE TRASH	TRASH, ADMINISTRATION AREA
76942	30 YD, RCID NO 3519, DC6 TRASH	TRASH, ADMINISTRATION AREA
77457	30 YD3, 2324, NSA STAFF SHOP ENGINEERING	TRASH, NORTH SERVICE AREA
77458	30 YD3, 2324, NSA STAFF SHOP ENGINEERING	TRASH, NORTH SERVICE AREA
77463	30 YD3, 2308, SOG CLUB MED ENGINEERING	TRASH, SHADES OF GREEN RESORT
76908	30 YD, RCID NO 3245, SSA PROPERTY CONTROL ENG	TRASH, SOUTH SERVICE AREA
76909	30 YD, RCID NO 3260, SSA PROPERTY CONTROL ENG	TRASH, SOUTH SERVICE AREA



Exhibit G – E-box

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
76897	20 YD3, MIXED RECYCLE, 20R003, AKL	CONTAINER, RECYCLING, ANIMAL KINGDOM LODGE
76900	20 YD3, RECYCLE, 5227, CONTEMPORARY HOTEL	CONTAINER, RECYCLING, CONTEMPORARY RESORT
81250	20 YD3 E-BOX, COMPOST, 20C001, DAK RESTAURANTOSAURUS	CONTAINER, RECYCLING, ANIMAL KINGDOM PARK
83636	20 YD3, RECYCLE, 5245, EPCOT LAND (POTS ONLY)	CONTAINER, RECYCLING, EPCOT PARK
76895	20 YD3, 5230, MK MO-5 RECYCLE	CONTAINER, RECYCLING, MAGIC KINGDOM THEME PARK
81428	20 YD3, RECYCLE, 20R013, MKP GALAXY THEATRE	CONTAINER, RECYCLING, MAGIC KINGDOM THEME PARK
75602	20 YD3, 20E006, ADM DC3 DOOR 8 ENG	CONTAINER, TRASH, ADMINISTRATION AREA
83639	20 YD3, TRASH, 1064, ADM DC3 DOOR 1	CONTAINER, TRASH, ADMINISTRATION AREA
77432	20 YD3, 1126, BUENA VISTA PALACE SUITES	CONTAINER, TRASH, BUENA VISTA DRIVE
77431	20 YD3, 5163, STUDIO FIREWORKS	CONTAINER, TRASH, DISNEY HOLLYWOOD STUDIOS PARK
76902	20 YD3, 5225, STUDIO FANTASMIC	CONTAINER, TRASH, DISNEY HOLLYWOOD STUDIOS PARK
76896	20 YD3, RECYCLE, 5223, EPCOT FRANCE	CONTAINER, TRASH, EPCOT PARK
77428	20 YD3, 5211, WWS CAFE	CONTAINER, TRASH, ESPN WIDE WORLD OF SPORTS AREA
76893	20 YD3, 5215, WWS EBOX BY CONEX	CONTAINER, TRASH, ESPN WIDE WORLD OF SPORTS AREA
76894	20 YD3, 5219, WWS EBOX BEHIND WDI LOT	CONTAINER, TRASH, ESPN WIDE WORLD OF SPORTS AREA
83640	20 YD TRASH, FIRE STATION #4, ID# 5101	CONTAINER, TRASH, FIRE STATION 4 HAT AND HOSE
76892	20 YD3, 5217, FT WILDERNESS SVC YD	CONTAINER, TRASH, FORT WILDERNESS CAMPGROUND
76906	20 YD3, 5203, MK TUNNEL	CONTAINER, TRASH, MAGIC KINGDOM THEME PARK
75597	20 YD3, 5210, NSA LAUNDRY E-BOX	CONTAINER, TRASH, NORTH SERVICE AREA
75599	20 YD3, 5224, DOLPHIN E-BOX PAC HALL	CONTAINER, TRASH, SWAN AND DOLPHIN HOTEL AREA
76887	20 YD3, 20E008, SSA DRAINAGE YD	CONTAINER, TRASH, SOUTH SERVICE AREA
75598	20 YD3, 5209, BRIGHTVIEW YARD E-BOX	CONTAINER, TRASH, SOUTH SERVICE AREA

Exhibit G – E-box

Asset #	Equipment Type	Location Description
77427	20 YD3, 1030, TYPHOON LAGOON RCID	CONTAINER, TRASH, TYPHOON LAGOON WATER PARK
75603	20 YD3, 20E007, WLR WILDERNESS LODGE LANDSCAPE	CONTAINER, TRASH, WILDERNESS LODGE RESORT
76897	20 YD3, MIXED RECYCLE, 20R003, AKL	RECYCLING, ANIMAL KINGDOM LODGE
76900	20 YD3, RECYCLE, 5227, CONTEMPORARY HOTEL	RECYCLING, CONTEMPORARY RESORT
81250	20 YD3 E-BOX, COMPOST, 20C001, DAK RESTAURANTOSAURUS	RECYCLING, ANIMAL KINGDOM PARK
76895	20 YD3, 5230, MK MO-5 RECYCLE	RECYCLING, MAGIC KINGDOM THEME PARK
81428	20 YD3, RECYCLE, 20R013, MKP GALAXY THEATRE	RECYCLING, MAGIC KINGDOM THEME PARK
75602	20 YD3, 20E006, ADM DC3 DOOR 8 ENG	TRASH, ADMINISTRATION AREA
83639	20 YD3, TRASH, 1064, ADM DC3 DOOR 1	TRASH, ADMINISTRATION AREA
77432	20 YD3, 1126, BUENA VISTA PALACE SUITES	TRASH, BUENA VISTA DRIVE
77431	20 YD3, 5163, STUDIO FIREWORKS	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
76902	20 YD3, 5225, STUDIO FANTASMIC	TRASH, DISNEY HOLLYWOOD STUDIOS PARK
76896	20 YD3, RECYCLE, 5223, EPCOT FRANCE	TRASH, EPCOT PARK
77428	20 YD3, 5211, WWS CAFE	TRASH, ESPN WIDE WORLD OF SPORTS AREA
76893	20 YD3, 5215, WWS EBOX BY CONEX	TRASH, ESPN WIDE WORLD OF SPORTS AREA
76894	20 YD3, 5219, WWS EBOX BEHIND WDI LOT	TRASH, ESPN WIDE WORLD OF SPORTS AREA
76892	20 YD3, 5217, FT WILDERNESS SVC YD	TRASH, FORT WILDERNESS CAMPGROUND
76906	20 YD3, 5203, MK TUNNEL	TRASH, MAGIC KINGDOM THEME PARK
75597	20 YD3, 5210, NSA LAUNDRY E-BOX	TRASH, NORTH SERVICE AREA
75599	20 YD3, 5224, DOLPHIN E-BOX PAC HALL	TRASH, SWAN AND DOLPHIN HOTEL AREA
76887	20 YD3, 20E008, SSA DRAINAGE YD	TRASH, SOUTH SERVICE AREA
75598	20 YD3, 5209, BRIGHTVIEW YARD E-BOX	TRASH, SOUTH SERVICE AREA
77427	20 YD3, 1030, TYPHOON LAGOON RCID	TRASH, TYPHOON LAGOON WATER PARK
75603	20 YD3, 20E007, WLR WILDERNESS LODGE LANDSCAPE	TRASH, WILDERNESS LODGE RESORT

Exhibit H – 8-yard Recycle



Exhibit H – 8-yard Recycle

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
77422	8 YD, 8 YD3, 08R258, AAR DAAR	ART OF ANIMATION
77424	8 YD, 8 YD3, 08R260, AAR DAAR	ART OF ANIMATION
62675	8 YD, RCID NO 08R137, AA DC4 ENTERTAINMENT WAREHOUSE	ADMINISTRATION AREA
62676	8 YD, RCID NO 08R138, AA DOCUMENT CONTROL	ADMINISTRATION AREA
62683	8 YD, RCID NO 08R145, AA SUNBELT RENTALS	ADMINISTRATION AREA
62684	8 YD, RCID NO 08R146, AA POINT OF SALE TRAILER	ADMINISTRATION AREA
62688	8 YD, RCID NO 08R150, AA ARAMARK	ADMINISTRATION AREA
62692	8 YD, RCID NO 08R154, AA ARRIBAS BROTHERS	ADMINISTRATION AREA
62693	8 YD, RCID NO 08R155, AA GROUP EVENTS (FLORIST)	ADMINISTRATION AREA
62694	8 YD, RCID NO 08R156, AA SMART CITY	ADMINISTRATION AREA
77385	8 YD, 8 YD3, 08R224, ADM ROYAL OAK TRAILER PARK	ADMINISTRATION AREA
77418	8 YD, 8 YD3, 08R254, ADM YMCA	ADMINISTRATION AREA
84253	8 YD3, 08R296, DC2 DOOR 76	ADMINISTRATION AREA
62670	8 YD, RCID NO 08R132, AK TREEFARM	ANIMAL KINGDOM LODGE
62671	8 YD, RCID NO 08R133, AK TREEFARM	ANIMAL KINGDOM LODGE
62678	8 YD, RCID NO 08R140, AK LODGE	ANIMAL KINGDOM LODGE
62561	8 YD, RCID NO 08R023, ALLSTAR CAST SERVICES	ALL STAR RESORT
62680	8 YD, RCID NO 08R142, ALLSTAR LINEN DROP 33 & 74	ALL STAR RESORT
62681	8 YD, RCID NO 08R143, ALLSTAR LINEN DROP 33 & 74	ALL STAR RESORT
62709	8 YD, RCID NO 08R171, BLIZZARD BEACH	BLIZZARD BEACH WATER PARK
62710	8 YD, RCID NO 08R172, BLIZZARD BEACH	BLIZZARD BEACH WATER PARK
62672	8 YD, RCID NO 08R134, BEACH CLUB VILLAS	BEACH CLUB VILLAS
62730	8 YD, RCID NO 08R192, BEST FRIENDS PET CARE	BEST FRIENDS PET CARE
77354	8 YD, 8 YD3, 08R197, HILTON CONVENTION	BUENA VISTA DRIVE
77355	8 YD, 8 YD3, 08R198, HILTON CONVENTION	BUENA VISTA DRIVE
62673	8 YD, RCID NO 08R135, ESPN BOARDWALK	BOARDWALK HOTEL RESORT
87799	HATCHBACK, 8 YD3, 08R326, BOARDWALK (STUDIO) SPEEDWAY	BOARDWALK HOTEL RESORT
88130	HATCHBACK, 8 YD3, 08R331, CFTOD Admin Building	CFTOD ADMINISTRATION BUILDING
77364	8 YD, 8 YD3, 08R207, OLD PORT ROYALE	CARIBBEAN BEACH RESORT
85900	HATCHBACK, 8 YD3, 08R312, 8YRD, REC, C-BEACH SERVICE	CARIBBEAN BEACH RESORT
88395	HATCHBACK, 8 YD3, 08R345, CARIBBEAN BEACH	CARIBBEAN BEACH RESORT
62558	8 YD, RCID NO 08R020, CAR CARE	CAR CARE AREA
62559	8 YD, RCID NO 08R021, CAR CARE SPEEDWAY	CAR CARE AREA

Exhibit H – 8-yard Recycle

Asset #	Equipment Type	Location Description
62562	8 YD3, 08R024, COR CORONADO DOCK 6	CORONADO SPRINGS RESORT
62590	8 YD, RCID NO 08R052, CORONADO DOCK 6	CORONADO SPRINGS RESORT
62592	8 YD, RCID NO 08R054, CORONADO DOCK 2	CORONADO SPRINGS RESORT
77396	8 YD, 8 YD3, 08R232, COR CORONADO GRAND DESTINO TOWER	CORONADO SPRINGS RESORT
62706	8 YD, RCID NO 08R168, CONTEMPORARY WAVE	CONTEMPORARY RESORT
62574	8 YD, RCID NO 08R036, AK CHESTER AND HESTER	ANIMAL KINGDOM PARK
62577	8 YD, RCID NO 08R039, AK EVEREST	ANIMAL KINGDOM PARK
62580	8 YD, RCID NO 08R042, AK LANDSCAPING	ANIMAL KINGDOM PARK
62582	8 YD, RCID NO 08R044, AK CAST SERVICES	ANIMAL KINGDOM PARK
62584	8 YD, RCID NO 08R046, AK TUSKERS	ANIMAL KINGDOM PARK
62585	8 YD, RCID NO 08R047, AK PIZZAFARI	ANIMAL KINGDOM PARK
62586	8 YD, RCID NO 08R048, AK PIZZAFARI	ANIMAL KINGDOM PARK
62587	8 YD, RCID NO 08R049, AK PRIDE ROCK	ANIMAL KINGDOM PARK
62627	8 YD, RCID NO 08R089, AK LODGE	ANIMAL KINGDOM PARK
62661	8 YD3, 08R123, DAK ANIMAL NUTRITION CENTER	ANIMAL KINGDOM PARK
62666	8 YD, RCID NO 08R128, AK DECORATING	ANIMAL KINGDOM PARK
62679	8 YD, RCID NO 08R141, AK LODGE	ANIMAL KINGDOM PARK
62705	8 YD, 8 YD3, 08R167, 8YRD, RECYCLE, DAK, OLD HARDING LOT	ANIMAL KINGDOM PARK
77417	8 YD, 8 YD3, 08R253, DAK CAST SERVICES WEST	ANIMAL KINGDOM PARK
81563	8 YD3, 08R272, DAK PARADE MAINT BLDG	ANIMAL KINGDOM PARK
81956	HATCHBACK, 8 YD3, TRASH, 08R285, DAK AVATAR/PANDORA	ANIMAL KINGDOM PARK
81961	HATCHBACK, 8 YD3, TRASH, 08R290, DAK AVATAR/PANDORA	ANIMAL KINGDOM PARK
84261	8 YD3, 08R304, AK TUSKERS	ANIMAL KINGDOM PARK
84263	8 YD3, 08R306, AK RAINFOREST CAFE	ANIMAL KINGDOM PARK
86022	HATCHBACK, 8 YD YD3, FOOD WASTE, 001-FW, 8YRD, KITCHEN COMPOST, DAK-PANDORA/AVATAR	ANIMAL KINGDOM PARK
87630	HATCHBACK, 8 YD3, 08R321, TAMU TAMU	ANIMAL KINGDOM PARK
87633	HATCHBACK, 8 YD3, 08R324, AK WDI LOT @ ASIA	ANIMAL KINGDOM PARK
88134	HATCHBACK, 8 YD3, 08R335, AK BEHIND MARINA	ANIMAL KINGDOM PARK
88231	8 YD3, 08R336, AK-PIZZAFARI	ANIMAL KINGDOM PARK
62625	8 YD3, 08R087, DDS UNIQLO B27 YARD	DOWNTOWN DISNEY SPRINGS
62689	8 YD, RCID NO 08R151, DS ONCE UPON A TOY	DOWNTOWN DISNEY SPRINGS
62691	8 YD, RCID NO 08R153, DS AMC THEATER YARD	DOWNTOWN DISNEY SPRINGS
77353	8 YD, 8 YD3, 08R196, DISNEY SPRINGS SPEEDWAY	DOWNTOWN DISNEY SPRINGS
77356	8 YD, 8 YD3, 08R199, DDS PARTNERS BUILDING	DOWNTOWN DISNEY SPRINGS
77357	8 YD, 8 YD3, 08R200, DDS CASTING BUILDING	DOWNTOWN DISNEY SPRINGS
77397	8 YD3, 08R233, DDS: PARTNERS BUILDING BLUE RECYCLE	DOWNTOWN DISNEY SPRINGS
77415	8 YD3, 08R251, DDS HOUSE OF BLUES	DOWNTOWN DISNEY SPRINGS
85899	HATCHBACK, 8 YD3, TRASH, 08R311, DDS: PORTOBELLOS	DOWNTOWN DISNEY SPRINGS
62547	8 YD3, 08R009, STUDIOS (POTS ONLY)	DISNEY HOLLYWOOD STUDIOS
62617	8 YD, RCID NO 08R079, STUDIOS CANTINA	DISNEY HOLLYWOOD STUDIOS
62620	8 YD, RCID NO 08R082, STUDIO SCIFI	DISNEY HOLLYWOOD STUDIOS
62630	8 YD3, 08R092, DHS TAKE 5	DISNEY HOLLYWOOD STUDIOS
62650	8 YD, RCID NO 08R112, STUDIO HOLLYWOOD & VINE	DISNEY HOLLYWOOD STUDIOS
62651	8 YD, RCID NO 08R113, STUDIO HOLLYWOOD & VINE	DISNEY HOLLYWOOD STUDIOS

Exhibit H – 8-yard Recycle

Asset #	Equipment Type	Location Description
62653	8 YD, RCID NO 08R115, STUDIO BACKLOT EXPRESS	DISNEY HOLLYWOOD STUDIOS
62655	8 YD, RCID NO 08R117, STUDIO STAR WARS DOCKING BAY	DISNEY HOLLYWOOD STUDIOS
62656	8 YD, RCID NO 08R118, STUDIO MUPPET ALLEY	DISNEY HOLLYWOOD STUDIOS
62658	8 YD, RCID NO 08R120, STUDIO ANIMATION BUILDING	DISNEY HOLLYWOOD STUDIOS
62662	8 YD, RCID NO 08R124, STUDIO OPERATIONS	DISNEY HOLLYWOOD STUDIOS
77394	8 YD, 8 YD3, 08R230, STUDIO FIREWORKS	DISNEY HOLLYWOOD STUDIOS
77403	8 YD3, 08R239, DHS TOY STORY MANIA	DISNEY HOLLYWOOD STUDIOS
84256	8 YD3, 08R299, DHS HOLLYWOOD STUDIOS ROUNDUP BBQ	DISNEY HOLLYWOOD STUDIOS
87302	HATCHBACK, 8 YD3, 08R319, STUDIOS - HOLLYWOOD & VINE	DISNEY HOLLYWOOD STUDIOS
87634	HATCHBACK, 8 YD3, 08R325, STUDIOS SCI-FI	DISNEY HOLLYWOOD STUDIOS
88232	HATCHBACK, 8 YD3, 08R337, STUDIOS MAMA MELROSE	DISNEY HOLLYWOOD STUDIOS
88362	HATCHBACK, 8 YD3, 08R342, DHS OSCARS GATE (SUNSET RANCH)	DISNEY HOLLYWOOD STUDIOS
88363	HATCHBACK, 8 YD3, 08R343, STUDIOS HOLLYWOOD & VINE	DISNEY HOLLYWOOD STUDIOS
81954	8 YD, 08R283, DRURY HOTEL	DRURY HOTEL
84259	8 YD, 08R302, DRURY HOTEL	DRURY HOTEL
84265	8 YD, 08R308, DRURY HOTEL, SOUTH	DRURY HOTEL
77387	8 YD, 8 YD3, 08R226, HPB DOUBLETREE	DOUBLE TREE HOTEL
62579	8 YD3, 08R041, EPC EPCOT TUNNEL	EPCOT PARK
62595	8 YD, RCID NO 08R057, EPCOT OUTDOOR FOODS	EPCOT PARK
62596	8 YD, RCID NO 08R058, EPCOT ODYSSEY	EPCOT PARK
62600	8 YD, RCID NO 08R062, EPCOT FIREWORKS	EPCOT PARK
62602	8 YD, RCID NO 08R064, EPCOT GERMANY	EPCOT PARK
62603	8 YD, RCID NO 08R065, EPCOT ITALY	EPCOT PARK
62604	8 YD, RCID NO 08R066, EPCOT ITALY	EPCOT PARK
62605	8 YD, RCID NO 08R067, EPCOT AMERICAN ADVENTURE	EPCOT PARK
62607	8 YD, RCID NO 08R069, EPCOT JAPAN	EPCOT PARK
62608	8 YD, RCID NO 08R070, EPCOT JAPAN	EPCOT PARK
62609	8 YD, RCID NO 08R071, EPCOT CENTRAL ENERGY PLANT	EPCOT PARK
62613	8 YD, RCID NO 08R075, EPCOT UNITED KINGDOM	EPCOT PARK
62615	8 YD, RCID NO 08R077, EPCOT CANADA	EPCOT PARK
62633	8 YD, RCID NO 08R095, EPCOT MILLENIUM	EPCOT PARK
62635	8 YD, RCID NO 08R097, EPCOT SOARING	EPCOT PARK
62636	8 YD, RCID NO 08R098, EPCOT SOARING	EPCOT PARK
62637	8 YD, RCID NO 08R099, EPCOT LAND	EPCOT PARK
62640	8 YD, RCID NO 08R102, EPCOT LIVING SEAS	EPCOT PARK
62641	8 YD, RCID NO 08R103, EPCOT LIVING SEAS	EPCOT PARK
62643	8 YD, RCID NO 08R105, EPCOT BLUE LOT	EPCOT PARK
62644	8 YD, RCID NO 08R106, EPCOT HEALTH SERVICES	EPCOT PARK
62645	8 YD, RCID NO 08R107, EPCOT CENTER FOR LIVING WELL	EPCOT PARK
77359	8 YD, 8 YD3, 08R202, EPCOT: PRODUCTION	EPCOT PARK
77380	8 YD3, 08R219, EPC EPCOT GERMANY	EPCOT PARK
77420	8 YD, 8 YD3, 08R256, ECP EPCOT LAND	EPCOT PARK
81965	HATCHBACK, 8 YD3, 08R294, EPC EPCOT FRANCE	EPCOT PARK
87300	HATCHBACK, 8 YD3, 08R317, EPCOT - NORWAY/CHINA	EPCOT PARK

Exhibit H – 8-yard Recycle

Asset #	Equipment Type	Location Description
87631	HATCHBACK, 8 YD3, 08R322, EPCOT - NORWAY/CHINA	EPCOT PARK
88234	8 YD3, 08R339, EPCOT LIVING SEAS	EPCOT PARK
62711	8 YD, RCID NO 08R173, WWS CAFE	ESPN WIDE WORLD OF SPORTS AREA
62713	8 YD, RCID NO 08R175, WWS WDI LOT	ESPN WIDE WORLD OF SPORTS AREA
62714	8 YD, RCID NO 08R176, WWS CAST LOT	ESPN WIDE WORLD OF SPORTS AREA
77360	8 YD, 8 YD3, 08R203, WWS DOCK 2	ESPN WIDE WORLD OF SPORTS AREA
77407	8 YD3, 08R243, WWS ARENA VENUE	ESPN WIDE WORLD OF SPORTS AREA
81955	8 YD, RCID NO 08R284, WWS MAINTENANCE	ESPN WIDE WORLD OF SPORTS AREA
84257	8 YD, 8 YD3, 08R300, WWS FOURTH LAUNDRY OPERATION	ESPN WIDE WORLD OF SPORTS AREA
84266	8 YD, RCID NO 08R309, WWS CAFE	ESPN WIDE WORLD OF SPORTS AREA
62539	8 YD, RCID NO 08R001, SPRING HILL SUITES	FLAMINGO CROSSING
62623	8 YD, RCID NO 08R085, FORT WILDERNESS PIONEER HALL	FORT WILDERNESS CAMPGROUND
62700	8 YD, RCID NO 08R162, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
62701	8 YD, RCID NO 08R163, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
88397	HATCHBACK, 8 YD3, 08R347, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
88398	HATCHBACK, 8 YD3, 08R348, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
62569	8 YD, RCID NO 08R031, NSA CENTRAL SHOPS	GRAND FLORIDIAN RESORT
62660	8 YD3, 08R122, GFR SERVICE ENG	GRAND FLORIDIAN RESORT
62663	8 YD3, 08R125, GRAND FLORIDIAN LANDSCAPE (BY CONEX)	GRAND FLORIDIAN RESORT
81564	8 YD3, 08R273, GFR CONVENTION	GRAND FLORIDIAN RESORT
77386	8 YD, 8 YD3, 08R225, HPB HOLIDAY INN	HOLIDAY INN HOTEL
77384	8 YD, 8 YD3, 08R223, HPB AAU	HOTEL PLAZA BLVD
62685	8 YD3, 08R147, FLC HOMEWOOD SUITES	CONTAINER, RECYCLE, LAKE BUENA VISTA
84258	8 YD, 8 YD3, 08R301, LBV SAFETY CAMPUS	CONTAINER, RECYCLE, LAKE BUENA VISTA
62567	8 YD, RCID NO 08R029, MK SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
62568	8 YD, RCID NO 08R030, MK SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
62632	8 YD, RCID NO 08R094, MK ENG COMPOUND BLDG FOS	MAGIC KINGDOM THEME PARK
62648	8 YD, RCID NO 08R110, MK STORYBOOK CIRCUS	MAGIC KINGDOM THEME PARK
77419	8 YD, 8 YD3, 08R255, MKP PIRATES	MAGIC KINGDOM THEME PARK
81950	HATCHBACK, 8 YD3, 08R279, MKP TRON	MAGIC KINGDOM THEME PARK
62543	8 YD, RCID NO 08R005, NSA TOOL ROOM	NORTH SERVICE AREA
62550	8 YD, RCID NO 08R012, NSA DRY DOCK	NORTH SERVICE AREA
62551	8 YD, RCID NO 08R013, NSA PPG PAINT	NORTH SERVICE AREA
62552	8 YD, RCID NO 08R014, NSA HOLIDAY WAREHOUSE	NORTH SERVICE AREA
62553	8 YD, RCID NO 08R015, NSA HOLIDAY WAREHOUSE	NORTH SERVICE AREA
62554	8 YD, RCID NO 08R016, NSA DISNEY UNIVERSITY	NORTH SERVICE AREA
62555	8 YD, RCID NO 08R017, NSA DISC BUILDING	NORTH SERVICE AREA
62659	8 YD3, 08R121, NSA DISC BLDG	NORTH SERVICE AREA
62686	8 YD3, 08R148, NSA VEHICLE MAINTANCE	NORTH SERVICE AREA
84260	8 YD3, 08R303, SCIENTIFIC SYSTEMS	NORTH SERVICE AREA
77392	8 YD, 8 YD3, 08R229, OLD KEY WEST OLIVIAS	OLD KEY WEST RESORT
77398	8 YD3, 08R234, OKW OLIVIAS	OLD KEY WEST RESORT
86606	HATCHBACK, 8 YD3, 08R315, OLD KEY WEST SERVICE	OLD KEY WEST RESORT
87803	HATCHBACK, 8 YD3, 08R330, OLD KEY WEST SVC YARD	OLD KEY WEST RESORT

Exhibit H – 8-yard Recycle

Asset #	Equipment Type	Location Description
62682	8 YD, RCID NO 08R144, ALLSTAR MCDONALDS	OSCEOLA PARKWAY
77378	8 YD, 8 YD3, 08R217, POLYNESIAN LUAU	POLYNESIAN MAIN
77379	8 YD, 8 YD3, 08R218, POLYNESIAN MAIN	POLYNESIAN MAIN
81964	HATCHBACK, 8 YD3, TRASH, 08R293	POLYNESIAN MAIN
88132	HATCHBACK, 8 YD3, 08R333, SOLID WASTE STORAGE CONTAINER	POLYNESIAN MAIN
62548	8 YD3, 08R010, PORT ORLEANS SERVICE (POTS ONLY)	PORT ORLEANS FRENCH QUARTER RESORT
62697	8 YD, RCID NO 08R159, PORT ORLEANS CAST SVCS	PORT ORLEANS FRENCH QUARTER RESORT
62729	8 YD, RCID NO 08R191, PORT ORLEANS RIVERSIDE	PORT ORLEANS FRENCH QUARTER RESORT
77405	8 YD3, 08R241, POR FLAVOR LAB	PORT ORLEANS FRENCH QUARTER RESORT
81958	8 YD3, 08R287, PORT ORLEANS FRENCH QUARTER	PORT ORLEANS FRENCH QUARTER RESORT
62652	STEEL, 8 YD3, 08R114, POP CENTURY SVC	POP CENTURY RESORT
84251	8 YD3, 08R295, POP CENTURY SVC	POP CENTURY RESORT
62669	8 YD, RCID NO 08R131, YMCA AT SHERBERTH ROAD	SHERBERTH ROAD
77382	8 YD3, 08R221, SDA SWAN RESERVE	SWAN AND DOLPHIN HOTEL AREA
77400	8 YD, 8 YD3, 08R236, SDA DOLPHIN HOTEL	SWAN AND DOLPHIN HOTEL AREA
77410	8 YD, 8 YD3, 08R246, SDA DOLPHIN HOTEL	SWAN AND DOLPHIN HOTEL AREA
62723	8 YD, RCID NO 08R185, SHADES OF GREEN	SHADES OF GREEN RESORT
77358	8 YD, 8 YD3, 08R201, SHADES OF GREEN	SHADES OF GREEN RESORT
62540	8 YD, RCID NO 08R002, SSA SIGN SHOP	SOUTH SERVICE AREA
62542	8 YD, RCID NO 08R004, SSA PEST CONTROL	SOUTH SERVICE AREA
62546	8 YD, RCID NO 08R008, SSA BUS MAINTENANCE	SOUTH SERVICE AREA
62549	8 YD, RCID NO 08R011, SSA PROPERTY CONTROL	SOUTH SERVICE AREA
81960	HATCHBACK, 8 YD3, TRASH, CLASS 3, 08R289, SSA RCID LAB	SOUTH SERVICE AREA
62724	8 YD, RCID NO 08R186, SARATOGA SPRINGS YARD	SARATOGA SPRINGS RESORT
77376	8 YD, 8 YD3, 08R215, SARATOGA RESORT PADDOCK	SARATOGA SPRINGS RESORT
77377	8 YD, 8 YD3, 08R216, SARATOGA RESORT, ARTIST PALLET	SARATOGA SPRINGS RESORT
81951	8 YD, RCID NO 08R280, SARATOGA SPRINGS YARD	SARATOGA SPRINGS RESORT
62646	8 YD, RCID NO 08R108, STOLPORT	STOLPORT
88444	HATCHBACK, 8 YD3, TRASH, 08E378, MK STOLPORT	STOLPORT
84255	8 YD3, 08R298, TEAM DISNEY, NORTH	TEAM DISNEY AREA
77350	8 YD, 8 YD3, 08R193, TYPHOON LAGOON PARK	TYPHOON LAGOON WATER PARK
77351	8 YD, 8 YD3, 08R194, TYPHOON LAGOON RCID	TYPHOON LAGOON WATER PARK
77373	8 YD, 8 YD3, 08R212, TYPHOON LAGOON SINGAPORE SALS	TYPHOON LAGOON WATER PARK
84254	8 YD3, 08R297, TYPHOON LAGOON LEANING PALMS	TYPHOON LAGOON WATER PARK
62702	8 YD, RCID NO 08R164, WILDERNESS LODGE	WILDERNESS LODGE RESORT
62597	8 YD3, 08R059, YACHT & BEACH (POTS ONLY)	YACHT AND BEACH CLUB RESORT
88364	HATCHBACK, 8 YD3, RECYCLE, 08R344, BAY LAKE COMMUNITY	CONTEMPORARY RESORT
86905	HATCHBACK, 8 YD3, RECYCLE, 08R316, 8YRD, REC, CONTAINER.DAK,TAMUTAMU	DISNEY ANIMAL KINGDOM PARK
88131	8 YD3, RECYCLE, 08R332, T-REX DISNEY SPRINGS	DOWNTOWN DISNEY SPRINGS
88235	HATCHBACK, 8 YD3, RECYCLE, 08R340, LBV FOS YARD	LAKE BUENA VISTA
88133	HATCHBACK, 8 YD3, RECYCLE, 08R334, PORT ORLEANS SERVICE	PORT ORLEANS RIVERSIDE RESORT
77409	8 YD, RECYCLE, 8 YD3, 08R245, SDA SWAN HOTEL	SWAN AND DOLPHIN HOTEL AREA

Exhibit H – 8-yard Recycle

Asset #	Equipment Type	Location Description
62674	8 YD, RECYCLE, 8 YD3, 08R136, FT WILDERNESS SERVICE - ASH CAN	WILDERNESS LODGE RESORT



Exhibit I – 8-yard Trash

Contract No.: C006986

Project: Compactor and Balers Preventative Maintenance and Repairs – Continuing Service

Asset #	Equipment Type	Location Description
62440	8 YD3, 08E071, AA PAGE PIPING	ADMINISTRATION AREA
62441	8 YD, ENGINEERING, 8 YD3, 08E072, ADM DUKE ENERGY	ADMINISTRATION AREA
62442	8 YD3, 08E073, ADM DUKE ENERGY	ADMINISTRATION AREA
62472	8 YD, ENGINEERING, RCID NO 08E103, DC4 ENTERTAINMENT WAREHOUSE	ADMINISTRATION AREA
62475	8 YD, ENGINEERING, RCID NO 08E106, AA BVCC OFFICE	ADMINISTRATION AREA
62478	8 YD, ENGINEERING, RCID NO 08E109, AA RADIO ONE	ADMINISTRATION AREA
62480	8 YD, ENGINEERING, RCID NO 08E111, AA SHIELD COATING	ADMINISTRATION AREA
62481	8 YD, ENGINEERING, RCID NO 08E112, AA CAMERON CONSTRUCTORS	ADMINISTRATION AREA
62482	8 YD, ENGINEERING, RCID NO 08E113, AA SOUTHEASTERN CONSTRUCTION	ADMINISTRATION AREA
62483	8 YD, ENGINEERING, RCID NO 08E114, AA MADDOX/ERMCO	ADMINISTRATION AREA
62485	8 YD, ENGINEERING, RCID NO 08E116, AA TEXTILE ADMIN	ADMINISTRATION AREA
62487	8 YD, ENGINEERING, RCID NO 08E118, AA CEC GENERAL CONTRACTOR	ADMINISTRATION AREA
62489	8 YD, ENGINEERING, RCID NO 08E120, AA BVCC YARD 2 PAINT SHOP	ADMINISTRATION AREA
62490	8 YD, ENGINEERING, RCID NO 08E121, AA DC6 VEHICLE MAINTENANCE (BY GATE)	ADMINISTRATION AREA
62491	8 YD, ENGINEERING, RCID NO 08E122, AA POINT OF SALE	ADMINISTRATION AREA
62494	8 YD, ENGINEERING, RCID NO 08E125, AA ARRIBAS BROTHERS	ADMINISTRATION AREA
62495	8 YD, ENGINEERING, RCID NO 08E126, DUKE ENERGY	ADMINISTRATION AREA
62499	8 YD, ENGINEERING, RCID NO 08E130, AA SMART CITY	ADMINISTRATION AREA
62500	8 YD, ENGINEERING, RCID NO 08E131, AA SMART CITY	ADMINISTRATION AREA
62503	8 YD3, 08E134, DC4 ENTERTAINMENT WAREHOUSE	ADMINISTRATION AREA
77328	8 YD, ENGINEERING, 8 YD3, 08E236, AA SOFTBALL FIELD	ADMINISTRATION AREA
77332	8 YD, ENGINEERING, 8 YD3, 08E240, AA ARAMARK	ADMINISTRATION AREA
81937	HATCHBACK, 8 YD3, 08E279, AA BRUNS INC	ADMINISTRATION AREA
84299	8 YD, ENGINEERING, RCID NO 08E323, AA YMCA	ADMINISTRATION AREA
86233	HATCHBACK, 8 YD3, 08E342, AA COASTAL STEEL @ DOPEY DRIVE	ADMINISTRATION AREA
87635	HATCHBACK, 8 YD3, 08E359, AA SUNBELT RENTALS	ADMINISTRATION AREA
88236	HATCHBACK, 8 YD3, 08E368, AA DOCUMENT CONTROL	ADMINISTRATION AREA
88237	8YD, ENGINEERING, 8 YD3, 08E369, ADM ROYAL OAK TRAILER PARK	ADMINISTRATION AREA
88366	HATCHBACK, 8 YD3, 08E372, AA GROUP EVENTS (FLORIST)	ADMINISTRATION AREA
86903	HATCHBACK, 8 YD3, 08E353, SOLID WASTE CONTAINER STORAGE	ANIMAL KINGDOM LODGE
85894	HATCHBACK, 8 YD3, 08E334, SOLID WASTE CONTAINER STORAGE	ALL STAR RESORT
87299	8 YD, ENG., 8 YD3, 08E358, ALL STAR TEXTILE	ALL STAR RESORT

Exhibit I – 8-yard Trash

Asset #	Equipment Type	Location Description
62520	8 YD, ENGINEERING, RCID NO 08E151, BLIZZARD BEACH	BLIZZARD BEACH WATER PARK
77294	8 YD, ENGINEERING, 8 YD3, 08E203, BBP PERIMETER ROAD	BLIZZARD BEACH WATER PARK
84282	8 YD3, 08E306, RCID WORKSHOP, BEAR ISLAND RD	BEAR ISLAND ROAD
77306	8 YD, ENGINEERING, 8 YD3, 08E215, BCY BEST FRIENDS PET CARE	BEST FRIENDS PET CARE
77292	8 YD, ENGINEERING, 8 YD3, 08E201, BOARDWALK ATLANTIC DANCE HALL	BOARDWALK HOTEL RESORT
84306	8 YD, ENGINEERING, 8 YD3, 08E330, BOARDWALK CAST LOT	BOARDWALK HOTEL RESORT
88136	HATCHBACK, 8 YD3, 08E366, CFTOD Admin Building	CFTOD ADMINISTRATION BUILDING
77319	8 YD, ENGINEERING, 8 YD3, 08E227, CCA MK CAR CARE	CAR CARE AREA
84304	8 YD, ENGINEERING, RCID NO 08E328, CAR CARE SPEEDWAY	CAR CARE AREA
81935	HATCHBACK, 8 YD3, CLASS 3, 08E277, NSA TOOLROOM	CENTRAL ENERGY PLANT
84277	8 YD, ENGINEERING, RCID NO 08E301, NSA CEP	CENTRAL ENERGY PLANT
62424	8 YD, ENGINEERING, RCID NO 08E055, CORONADO LANDSCAPE	CORONADO SPRINGS RESORT
62517	8 YD, ENGINEERING, RCID NO 08E148, CONTEMPORARY LANDSCAPE	CONTEMPORARY RESORT
62518	8 YD, ENGINEERING, RCID NO 08E149, BALFOUR BEATTY @ CONTEMPORARY	CONTEMPORARY RESORT
81591	8 YD3, 08E265, CTR CONTEMPORARY WAVE	CONTEMPORARY RESORT
88393	HATCHBACK, 8 YD3, 08E376, BAY LAKE COMMUNITY	CONTEMPORARY RESORT
62412	8 YD, ENGINEERING, RCID NO 08E043, AK - COUNTDOWN TO EXTINCTION	DISNEY ANIMAL KINGDOM PARK
62413	8 YD, ENGINEERING, RCID NO 08E044, AK - CHESTER AND HESTER	DISNEY ANIMAL KINGDOM PARK
62414	8 YD, ENGINEERING, RCID NO 08E045, AK - MARINA	DISNEY ANIMAL KINGDOM PARK
62418	8 YD, ENGINEERING, RCID NO 08E049, AK - WHITING TURNER AT KALI FIELD	DISNEY ANIMAL KINGDOM PARK
62471	8 YD, ENGINEERING, RCID NO 08E102, AK BARN 87	DISNEY ANIMAL KINGDOM PARK
77299	8 YD, ENGINEERING, 8 YD3, 08E208, AK FIELDS NEWBERG IRRIGATION	DISNEY ANIMAL KINGDOM PARK
77320	8 YD, ENGINEERING, 8 YD3, 08E228, AKP WDI TRAILER	DISNEY ANIMAL KINGDOM PARK
81946	HATCHBACK, 8 YD3, CLASS 3, 08E288, DAK ANIMAL NUTRITION CENTER	DISNEY ANIMAL KINGDOM PARK
84268	8 YD3, 08E292, AK PRIDE ROCK	DISNEY ANIMAL KINGDOM PARK
84271	8 YD, ENGINEERING, RCID NO 08E295, AK CAST SERVICES	DISNEY ANIMAL KINGDOM PARK
84286	8 YD, ENGINEERING, RCID NO 08E310, AK TREEFARM	DISNEY ANIMAL KINGDOM PARK
84288	8 YD, ENGINEERING, RCID NO 08E312, AK MAINTENANCE AT SHERBERTH	DISNEY ANIMAL KINGDOM PARK
84292	8 YD, ENGINEERING, RCID NO 08E316, AK - EVEREST	DISNEY ANIMAL KINGDOM PARK
84303	8 YD, ENGINEERING, RCID NO 08E327, AK TREEFARM	DISNEY ANIMAL KINGDOM PARK
85895	HATCHBACK, 8 YD3, 08E335, AK - DECORATING	DISNEY ANIMAL KINGDOM PARK

Exhibit I – 8-yard Trash

Asset #	Equipment Type	Location Description
86600	HATCHBACK, 8 YD3, 08E343, AK: TREEFARM	DISNEY ANIMAL KINGDOM PARK
87637	HATCHBACK, 8 YD3, 08E361, AK WDI LOT @ ASIA	DISNEY ANIMAL KINGDOM PARK
88367	HATCHBACK, 8 YD3, 08E373, AK CAST SERVICE WEST	DISNEY ANIMAL KINGDOM PARK
77247	8 YD, ENGINEERING, 8 YD3, 08E175, DISNEY SPRINGS PARTNERS BLDG	DOWNTOWN DISNEY SPRINGS
77311	8 YD3, 08E219, DDS CIRQUE DU SOLEIL	DOWNTOWN DISNEY SPRINGS
81581	8 YD, ENGINEERING, 8 YD3, 08E255, DISNEY SPRINGS CASTING BLDG	DOWNTOWN DISNEY SPRINGS
84287	8 YD, ENGINEERING, 8 YD3, 08E311, DISNEY SPRINGS SPEEDWAY	DOWNTOWN DISNEY SPRINGS
62452	8 YD, ENGINEERING, 8 YD3, 08E083, STUDIOS: INDIANA JONES STUNT	DISNEY HOLLYWOOD STUDIOS PARK
62463	8 YD, ENGINEERING, RCID NO 08E094, STUDIO FANTASMIC	DISNEY HOLLYWOOD STUDIOS PARK
62522	8 YD, ENGINEERING, RCID NO 08E153, STUDIOS SUNSET RANCH	DISNEY HOLLYWOOD STUDIOS PARK
77312	8 YD, ENGINEERING, 8 YD3, 08E220, DHS STUDIOS OPERATIONS	DISNEY HOLLYWOOD STUDIOS PARK
77313	8 YD, ENGINEERING, 8 YD3, 08E221, DHS ANIMATION BUILDING	DISNEY HOLLYWOOD STUDIOS PARK
77317	8 YD, ENGINEERING, 8 YD3, 08E225, STUDIOS: INDIANA JONES STUNT	DISNEY HOLLYWOOD STUDIOS PARK
81938	HATCHBACK, 8 YD3, 08E280, STUDIOS: ANIMATIONS	DISNEY HOLLYWOOD STUDIOS PARK
81949	HATCHBACK, 8 YD3, 08E290, DHS: LMA	DISNEY HOLLYWOOD STUDIOS PARK
85897	HATCHBACK, 8 YD3, 08E337, Stolport WDI Trailers	DISNEY HOLLYWOOD STUDIOS PARK
86900	HATCHBACK, 8 YD3, 08E350, STUDIOS SPEEDWAY	DISNEY HOLLYWOOD STUDIOS PARK
88238	HATCHBACK, 8 YD3, 08E370, STUDIO FANTASMIC	DISNEY HOLLYWOOD STUDIOS PARK
88368	HATCHBACK, 8 YD3, 08E374, STUDIO FANTASMIC	DISNEY HOLLYWOOD STUDIOS PARK
88392	HATCHBACK, 8 YD3, 08E375, STUDIO OPERATIONS FIREWORKS	DISNEY HOLLYWOOD STUDIOS PARK
62450	8 YD, ENGINEERING, 8 YD3, 08E081, PICO PAINT SHOP @ EPCOT	EPCOT PARK
81574	8 YD3, 08E248, ECP EPCOT WDI TRAILER	EPCOT PARK
81597	8 YD3, 08E271, ECP LAND BOAT STORAGE	EPCOT PARK
81739	8 YD, ENGINEERING, 8 YD3, 08E273, EPCOT MARINA (FIREWORKS)	EPCOT PARK
81740	8 YD, ENGINEERING, 8 YD3, 08E274, EPCOT MARINA (FIREWORKS)	EPCOT PARK
81944	HATCHBACK, 8 YD3, 08E286, EPC GERMANY	EPCOT PARK
84270	8 YD, ENGINEERING, 8 YD3, 08E294, ECP EPCOT JAPAN EAST	EPCOT PARK
84272	8 YD3, 08E296, ECP EPCOT INTERNATIONAL GATEWAY	EPCOT PARK
84273	8 YD, ENGINEERING, RCID NO 08E297, EPCOT CENTER FOR LIVING WELL	EPCOT PARK
84279	8 YD, ENGINEERING, RCID NO 08E303, EPCOT NORWAY	EPCOT PARK
84297	8 YD, ENGINEERING, RCID NO 08E321, EPCOT BLUE LOT	EPCOT PARK
86605	HATCHBACK, 8 YD3, 08E348, EPCOT NORWAY	EPCOT PARK

Exhibit I – 8-yard Trash

Asset #	Equipment Type	Location Description
86867	HATCHBACK, 8 YD3, 08E355, 8YRD,08E355, EPCOT CANADA	EPCOT PARK
87297	HATCHBACK, 8 YD3, 08E356, EPCOT - SOARING	EPCOT PARK
87636	HATCHBACK, 8 YD3, 08E360, EPCOT - JAPAN #1	EPCOT PARK
87804	HATCHBACK, 8 YD3, 08E362, EPCOT HEALTH SERVICES	EPCOT PARK
87805	HATCHBACK, 8 YD3, 08E363, ECP EPCOT CENTRAL ENERGY PLANT	EPCOT PARK
62459	8 YD3, 08E090, EWS FLO NORTH SIDE	ESPN WIDE WORLD OF SPORTS AREA
62525	8 YD, ENGINEERING, RCID NO 08E156, WWS PERIMETER ROAD	ESPN WIDE WORLD OF SPORTS AREA
81934	HATCHBACK, 8 YD3, 08E276, EWS FLO NORTH SIDE	ESPN WIDE WORLD OF SPORTS AREA
84276	8 YD, ENGINEERING, 8 YD3, 08E300, EWS SECURITY KENNEL	ESPN WIDE WORLD OF SPORTS AREA
84285	8 YD, ENGINEERING, RCID NO 08E309, WWS CAST LOT	ESPN WIDE WORLD OF SPORTS AREA
84300	8 YD, ENGINEERING, RCID NO 08E324, WWS MAINTENANCE	ESPN WIDE WORLD OF SPORTS AREA
88135	HATCHBACK, 8 YD3, 08E365, SOLID WASTE STORAGE	ESPN WIDE WORLD OF SPORTS AREA
81575	8 YD3, 08E249, FLC TOWN CENTER BLDG 8	FLAMINGO CROSSINGS
81577	8 YD3, 08E251, FLC TOWN CENTER BLDG 9	FLAMINGO CROSSINGS
81580	8 YD3, 08E254, FLC RESIDENCE INN	FLAMINGO CROSSINGS
81582	8 YD3, 08E256, FLC TOWN CENTER BLDG 6	FLAMINGO CROSSINGS
81583	8 YD3, 08E257, FLC TOWN CENTER BLDG 7	FLAMINGO CROSSINGS
81584	8 YD3, 08E258, FLC TOWN CENTER BLDG 12	FLAMINGO CROSSINGS
81586	8 YD3, 08E260, FLC TOWN CENTER BLDG 3	FLAMINGO CROSSINGS
81587	8 YD3, 08E261, FLC TOWN CENTER BLDG 2	FLAMINGO CROSSINGS
81588	8 YD3, 08E262, FLC TOWN CENTER BLDG 10	FLAMINGO CROSSINGS
81589	8 YD3, 08E263, FLC TOWN CENTER BLDG 11	FLAMINGO CROSSINGS
81592	8 YD3, 08E266, FLC TOWN CENTER BLDG 11	FLAMINGO CROSSINGS
81593	8 YD3, 08E267, FLC FAIRFIELD INN	FLAMINGO CROSSINGS
81942	HATCHBACK, 8 YD3, 08E284, FLC FLAMINGO CROSSING DOMINOS	FLAMINGO CROSSINGS
81945	HATCHBACK, 8 YD3, 08E287, FLC WENDYS	FLAMINGO CROSSINGS
88523	HATCHBACK, 8 YD3, 08E379, FLAMINGO CROSSINGS BUILDING #4	FLAMINGO CROSSINGS
77301	8 YD, ENGINEERING, 8 YD3, 08E210, CBR FIRE STATION (DALMATION STATION)	FIRE STATION 1 DALMATION
62536	8 YD, ENGINEERING, RCID NO 08E167, FIRESTATION 2 (ALL STAR)	FIRE STATION 2 ALL STAR
81940	HATCHBACK, 8 YD3, CLASS 3, 08E282, FS3 MAPLE ROAD FIRE STATION	FIRE STATION 3 ALAMO
84305	8 YD3, 08E329, FIRESTATION #4	FIRE STATION 4 HAT AND HOSE
62417	HATCHBACK, 8 YD3, 08E048, FSR TRANQUILO RESORT COURSE	FOUR SEASONS RESORT
81578	8 YD3, 8 YD3, 08E252, TRANQUILO GOLF COURSE MAINT (4 SEASONS)	FOUR SEASONS RESORT
81939	HATCHBACK, 8 YD3, CLASS 3, 08E281, SDA FANTASIA MINIGOLF	FANTASIA GARDENS MINI GOLF
62512	8 YD, ENGINEERING, RCID NO 08E143, FT WILDERNESS MEADOWS TRADING POST	FORT WILDERNESS CAMPGROUND
62515	8 YD, ENGINEERING, RCID NO 08E146, FT WILDERNESS PIONEER HALL	FORT WILDERNESS CAMPGROUND

Exhibit I – 8-yard Trash

Asset #	Equipment Type	Location Description
84301	8 YD, ENGINEERING, RCID NO 08E325, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
84302	8 YD, ENGINEERING, RCID NO 08E326, FT WILDERNESS SVC YD	FORT WILDERNESS CAMPGROUND
62425	8 YD, ENGINEERING, RCID NO 08E056, GRAND FLORIDIAN LANDSCAPE YD (POTS)	GRAND FLORIDIAN RESORT
84280	8 YD, ENGINEERING, RCID NO 08E304, GRAND FLORIDIAN SERVICE	GRAND FLORIDIAN RESORT
84278	8 YD3, 08E302, HILTON HOTEL, BENIHANA	HOTEL PLAZA BLVD
62533	8 YD, ENGINEERING, RCID NO 08E164, LBV LANDSCAPE AT OKW	LAKE BUENA VISTA
77283	8 YD, ENGINEERING, 8 YD3, 08E193, LBV ORANGE COUNTY SHERIFF OFFICE	LAKE BUENA VISTA
77284	8 YD, ENGINEERING, 8 YD3, 08E194, LBV FOS YARD	LAKE BUENA VISTA
84284	8 YD, ENGINEERING, RCID NO 08E308, LBV GARAGE	LAKE BUENA VISTA
84293	8 YD, ENGINEERING, 8 YD3, 08E317, HILTON CONVENTION	LAKE BUENA VISTA
84294	8 YD, ENGINEERING, 8 YD3, 08E318, LBV SAFETY CAMPUS	LAKE BUENA VISTA
84295	8 YD. ENG., 8 YD3, 08E319, LBV HORTICULTURE	LAKE BUENA VISTA
62403	8 YD, ENGINEERING, RCID NO 08E034, MK SPLASH MOUNTAIN (IN CURVE)	MAGIC KINGDOM THEME PARK
62404	8 YD, ENGINEERING, RCID NO 08E035, MK SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
62538	8 YD, ENGINEERING, RCID NO 08FW01, MK FIREWORKS BUNKER 1 SPECIAL BOTTOM	MAGIC KINGDOM THEME PARK
77297	8 YD, ENGINEERING, 8 YD3, 08E206, MKP SPACE MOUNTAIN	MAGIC KINGDOM THEME PARK
77486	8 YD, ENGINEERING, 8 YD3, 08FW02, MK FIREWORKS BUNKER SPECIAL BOTTOM	MAGIC KINGDOM THEME PARK
77487	8 YD, ENGINEERING, 8 YD3, 08FW03, MK FIREWORKS BUNKER SPECIAL BOTTOM	MAGIC KINGDOM THEME PARK
77489	8 YD, ENGINEERING, 8 YD3, 08FW05, MK FIREWORKS BUNKER SPECIAL BOTTOM	MAGIC KINGDOM THEME PARK
77490	8 YD, ENGINEERING, 8 YD3, 08FW06, MK FIREWORKS BUNKER SPECIAL BOTTOM	MAGIC KINGDOM THEME PARK
81594	8 YD3, 08E268, MKP MAGIC KINGDOM FIREWORKS	MAGIC KINGDOM THEME PARK
81933	ENGINEERING, 8 YD3, 08E275, MK SMALL WORLD	MAGIC KINGDOM THEME PARK
84290	8 YD3, 08E314, MKP TRON	MAGIC KINGDOM THEME PARK
84296	8 YD, ENGINEERING, RCID NO 08E320, MK ENG COMPOUND BLDG FOS	MAGIC KINGDOM THEME PARK
86229	HATCHBACK, 8 YD3, 08E338, MKP: FIREWORKS COMPOUND	MAGIC KINGDOM THEME PARK
86601	HATCHBACK, 8 YD3, 08E344, 8YRD,08E344, MK-SPLASH MOUNTAIN	MAGIC KINGDOM THEME PARK
86899	HATCHBACK, 8 YD3, 08E349, SOLID WASTE CONTAINER STORAGE	MAGIC KINGDOM THEME PARK
88365	HATCHBACK, 8 YD3, 08E371, MKP FIREWORKS	MAGIC KINGDOM THEME PARK
62384	8 YD, ENGINEERING, RCID NO 08E015, NSA DRY DOCK	NORTH SERVICE AREA
62389	8 YD, ENGINEERING, RCID NO 08E020, NSA XMAS WAREHOUSE	NORTH SERVICE AREA
62392	8 YD, ENGINEERING, RCID NO 08E023, DISC BUILDING	NORTH SERVICE AREA
62394	8 YD, ENGINEERING, RCID NO 08E025, NSA VEHICLE MAINT 2	NORTH SERVICE AREA
62398	8 YD, ENGINEERING, RCID NO 08E029, NSA SCIENTIFIC SYSTEMS	NORTH SERVICE AREA
62407	8 YD, ENGINEERING, RCID NO 08E038, NSA DRY DOCK 2	NORTH SERVICE AREA
62408	8 YD, ENGINEERING, RCID NO 08E039, NSA ROADWAY LIGHTING	NORTH SERVICE AREA
62529	8 YD, ENGINEERING, RCID NO 08E160, NSA STAFF SHOP 2	NORTH SERVICE AREA
62530	8 YD, ENGINEERING, RCID NO 08E161, NSA STAFF SHOP - CALL IN	NORTH SERVICE AREA
77287	CLASS 1, 8 YD3, 08E197, NSA LAUNDRY	NORTH SERVICE AREA

Exhibit I – 8-yard Trash

Asset #	Equipment Type	Location Description
77314	8 YD3, 08E222, NSA RIDE & SHOW	NORTH SERVICE AREA
77318	8 YD3, 08E226, NSA FLEET MANAGEMENT (MOTOR POOL)	NORTH SERVICE AREA
77321	8 YD, ENGINEERING, 8 YD3, 08E229, NSA PPG PAINTS	NORTH SERVICE AREA
77326	8 YD, ENGINEERING, 8 YD3, 08E234, NSA DISNEY UNIVERSITY	NORTH SERVICE AREA
77331	8 YD, ENGINEERING, 8 YD3, 08E239, NSA DISNEY UNIVERSITY	NORTH SERVICE AREA
84281	8 YD, ENGINEERING, RCID NO 08E305, NSA RIDE & SHOW	NORTH SERVICE AREA
84289	8 YD, ENGINEERING, RCID NO 08E313, NSA VEHICLE MAINT 1	NORTH SERVICE AREA
86901	HATCHBACK, 8 YD3, 08E351, 08E351,8YRD, NSA-STAFFSHOP-CHARACTERHEAD	NORTH SERVICE AREA
86904	HATCHBACK, 8 YD3, 08E354, 08E354,8YRD, NSA LAUNDRY	NORTH SERVICE AREA
77300	8 YD, ENGINEERING, 8 YD3, 08E209, PLUTO PARK EVENT SUPPORT	PLUTO PARK
62502	8 YD, ENGINEERING, RCID NO 08E133, PORT ORLEANS - FLAVOR LAB	PORT ORLEANS RIVERSIDE RESORT
62504	8 YD, ENGINEERING, RCID NO 08E135, PORT ORLEANS CONTRACTORS ROW - DAIKEN	PORT ORLEANS RIVERSIDE RESORT
62505	8 YD, ENGINEERING, RCID NO 08E136, PORT ORLEANS CONTRACTORS ROW - MAXWELL LIGHTNING	PORT ORLEANS RIVERSIDE RESORT
62506	8 YD, ENGINEERING, RCID NO 08E137, PORT ORLEANS CONTRACTORS ROW - INTEX COATINGS	PORT ORLEANS RIVERSIDE RESORT
62507	8 YD, ENGINEERING, RCID NO 08E138, PORT ORLEANS LANDSCAPE	PORT ORLEANS RIVERSIDE RESORT
88137	HATCHBACK, 8 YD3, 08E367, YMCA AT SHERBERTH	SHERBERTH ROAD
77251	8 YD, ENGINEERING, 8 YD3, 08E179, SOG SHADES OF GREEN	SHADES OF GREEN RESORT
77315	8 YD, ENGINEERING, 8 YD3, 08E223, SOG MAINTENANCE BLDG	SHADES OF GREEN RESORT
77333	8 YD, ENGINEERING, 8 YD3, 08E241, SOG MAINTENANCE BLDG	SHADES OF GREEN RESORT
62370	8 YD, ENGINEERING, RCID NO 08E001, SSA DRAINAGE YD	SOUTH SERVICE AREA
62371	8 YD, ENGINEERING, 8 YD3, 08E002, WWTP HEADWORKS **MODIFIED	SOUTH SERVICE AREA
62372	8 YD, ENGINEERING, RCID NO 08E003, SSA OPS BUILDING	SOUTH SERVICE AREA
62374	8 YD, ENGINEERING, RCID NO 08E005, SSA PEST CONTROL	SOUTH SERVICE AREA
62375	8 YD, ENGINEERING, RCID NO 08E006, SSA HAZARDOUS WASTE	SOUTH SERVICE AREA
62380	8 YD, ENGINEERING, RCID NO 08E011, SSA BUS MAINTENANCE	SOUTH SERVICE AREA
62382	8 YD, ENGINEERING, RCID NO 08E013, SSA PROPERTY CONTROL	SOUTH SERVICE AREA
81286	8 YD3, 08E247, SSA RCID BUILDING	SOUTH SERVICE AREA
81947	HATCHBACK, 8 YD3, CLASS 3, 08E289, SSA BUS MAINTENANCE	SOUTH SERVICE AREA
84274	8 YD, ENGINEERING, RCID NO 08E298, SSA MECHANICS SHOP	SOUTH SERVICE AREA
77352	8 YD, ENGINEERING, 8 YD3, 08R195, TEAM DISNEY SOUTH DOCK	TEAM DISNEY AREA
77242	8 YD, ENGINEERING, 8 YD3, 08E170, TYPHOON LAGOON ENG SVCS	TYPHOON LAGOON WATER PARK
81585	8 YD3, 08E259, TYPHOON LAGOON SERV. RD ENG	TYPHOON LAGOON WATER PARK
84298	8 YD, ENGINEERING, 8 YD3, 08E322, TYPHOON LAGOON TYPHOON TILLYS	TYPHOON LAGOON WATER PARK
87298	HATCHBACK, 8 YD3, 08E357, TLP TYPHOON TILLEY'S	TYPHOON LAGOON WATER PARK
62513	8 YD, ENGINEERING, RCID NO 08E144, WILDERNESS LODGE VILLAS	WILDERNESS LODGE RESORT
77261	8 YD3, 08E188, WLR WILDERNESS LODGE VILLAS (BOULDER RIDGE)	WILDERNESS LODGE RESORT



January 12, 2026

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

Subject: RFP# C006986 – Compactors and Baler Preventative Maintenance and Repairs – Continuing Service

On behalf of C&D Industrial Maintenance LLC, we sincerely appreciate the opportunity to present a proposal for the on-site maintenance of the District’s compactors, balers, and containers. Our team is committed to collaborating with the District to extend equipment lifespans and enhance operational efficiency. Please find our proposal below for your review and consideration.

A. Proposer Information: C&D Industrial Maintenance LLC

Addresses:

Lakeland Office:
C&D Industrial Maintenance LLC
8404 Epicenter Way
Lakeland, Florida 33809

Corporate HQ:
C&D Industrial Maintenance LLC
2010 51st Avenue, Unit 106
Palmetto, Florida 34221

Principals\Key Contacts

Name	Position	Phone	Email Address
Mr. Tom Hendon	Chief Executive Officer - Founder	(256) 804-8626	tom@cdindmaint.com
Mr. Dan Foulks	Sr. VP, Field Services - Founder	(813) 767-9011	dan@cdindmaint.com
Mr. Steve Demanovich	Company President	(813) 313-6131	steve.demanovich@cdindmaint.com
Ms. Mariana Drabant	Corporate Controller	(941) 993-0258	mariana.drabant@cdindmaint.com
Mr. Logan Polk	VP, Supply and Logistics	(813) 967-4067	logan@cdindmaint.com
Mr. Adam Fultz	VP, Operations	(941) 324-5186	adam.fultz@cdindmaint.com
Mr. John Kern	Division Manager - Lakeland	(941) 713-6913	john.kern@cdindmaint.com
Mr. Andy Rains	Product Expert – Compactor/Baler Division	(941) 896-4081	andy@cdindmaint.com

Key identifiers:

Federal EIN – 83-2737095
DUNS – 102893715
Florida Contractor License – CGC1530505

Company History:



The company was established as a Limited Liability Company in Florida on December 4, 2018. From the beginning, our goal has remained unchanged: to become the most trusted maintenance provider for our customers. Our core focus is the repair, service, and installation of compactors, balers, overhead doors and gates.

Our support for the largest retailer in the world escalated our growth. Early 2019, we partnered with City Facilities Management as a subcontractor in support of their Walmart contract. Our initial pilot test was for 37 Walmart stores in Central Florida. By the end of 2019, we earned the trust of every Walmart location in Florida. Over the next three years, we grew to support 1297 Walmart locations throughout the eastern United States. In 2022, Walmart Corporation approached us directly and partnered with us to expand our footprint. We remain a strong Walmart partner to this day.

Late 2020, we were awarded our first municipal contracts with Orange and Marion County. We continue to support the Orange County Facilities and Fire & Rescue maintenance team with the emergency repair, service of overhead doors and gates under contract Y20-1074A/B. We supported Marion County Solid Waste team with the emergency repair and service of their waste compactors. We successfully completed the term of the contract in 2023. Over the years, we have supported twenty-seven other municipalities with their maintenance requirements.

In August 2025, the Founders of C&D Industrial Maintenance LLC partnered with Crescentia Capital to further improve our organization. This investment allowed for improved processes, addition of executive talent, and better support for our customers.

B. Qualifications and Experience:

C&D offers emergency service for compactors and balers to Walmart, Aldi, Winn Dixie, and other clients across the southern United States. Our technicians are OEM certified and receive ongoing training. We complete an average of 700+ compactor, and baler services calls annually.

The designated project manager for this contract is Mr. Vince Martin. Mr. Martin has been employed with the company for the past ten months and has demonstrated considerable expertise in compactors and balers. He previously worked for PTR Baler and Compactor. C&D has certified Mr. Martin as a Lead Technician following completion of rigorous OEM training requirements and 200 hours of on-the-job certification.

Mr. Andy Rains has been designated as the product line expert for this contract. Product line experts are tasked with sourcing materials, advising product lifecycle matters, providing technical support, quality assurance, and managing relevant reports. Mr. Rains has over six years of experience in the repair, servicing, and installation of compactors and balers through his work with C&D Industrial Maintenance.

Mr. Eric Volochenko is designated as an additional Technician to support the contract. Mr. Volochenko has seven years of experience in the troubleshooting, repair, and service of compactors and balers.



Our initial contract staffing plan:

Name	Position	Phone	Email	Location	Role
Mr. John Kern	Div Manager	(941) 713-6913	John.kern@cdindmaint.com	Lakeland	Operations
Mr. Vince Martin	Project Manager	(941) 896-4000	vince@cdindmaint.com	Cocoa Beach	On-site Support
Mr. Eric Volochenko	Technician	(941) 896-4000	eric@cdindmaint.com	Lake Wales	Technician
Mr. Andy Rains	Product Expert	(941) 896-4000	andy@cdindmaint.com	Jacksonville	Product Expert
Ms. Krystal Argo	Accounts Receivable	(941) 896-4081	krystal@cdindmaint.com	Bradenton	Invoicing

C&D currently uses Service Fusion as our field support software; however, we are implementing Service Titan as the new CRM and field support software, with full rollout expected by Q2 2026. This new capability will allow us to provide the District with a dedicated customer portal, providing access to historical spend on each equipment and real-time updates on open work orders.

Subcontractor List

We have partnered with the following local companies as subcontractors in the event their services are needed to support the District’s requirements.

- a. 4th Dimension Welding and Fabrication
3615 Century Boulevard Ste 4, Lakeland, Florida 33811
Scope: Provide fabrication services as needed; provide certified welder as needed
- b. Enviro-Management Partners dba Frontline Recycling
8635 W Hillsborough Avenue #254, Tampa, Florida 33615
Scope: 35+ years of experience in waste industry; sourcing of new containers and equipment as needed; provide certified electrician and welder as needed
- c. Bayco Contracting
5668 Fishhawk Crossing Blvd, Suite 306, Lithia, Florida 33547
Scope: Provide certified electrician as needed; provide support for any concrete repairs
- d. Heron Electrical
4708 W Concord Avenue, Orlando, Florida 32808
Scope: Provide certified electrician as needed

C. Approach and Methodology:

As the primary support for this contract, Mr. Vince Martin will report to the Project Manager in charge at 2264 South Service Lane daily at 7am and will check out at 5pm. We will augment with an additional Technician as repair work is required. Each technician has completed Level I background checks. Mr. Martin will operate out of a F450 with crane attachment; limiting the number of equipment lifts required. Additionally, we will provide an 8k forklift on site as needed.

On site holiday coverage will be provided by another available technician. We ask for consideration on Thanksgiving and Christmas Day. Our ask would be to provide on-site response within four hours for these holidays.



We will submit a PM schedule that allows completion of two to three units per day.

Mr. Andy Rains will conduct a thorough review of work performed to provide quality assurance and guidance to the District on any potential lifecycle issues with the equipment. Mr. Rains will provide a monthly roll-up of the work performed, significant findings, and spending per piece of equipment.

D. Response Capabilities for Standard and Emergency Work

We have staff available around the clock, every day of the year. Our Lakeland office will serve as the central request and management office for the contract during normal duty hours. All updates and requests can be sent via email to service@cdindmaint.com or phone (833) 776-5833, which are monitored 365 days a year. Standard work order requests will be received and acknowledged within four hours of receipt. Emergency work orders will be received and acknowledged within one hour of receipt. We maintain on-call Technicians capable of making most minor repairs on-site.

E. Price Proposal

Please find attached price proposal for common used parts; however, this is not an all-inclusive list for every manufacturer. We commit to finding the best price for OEM or equivalent parts for the District and acknowledge the cap of 15% mark-up on material. Availability of the part and speed of repair is of utmost importance to limiting downtime. We stock a significant number of parts in our warehouse and will expand that inventory once we have an assessment of the District's equipment.

Again, we appreciate the opportunity to submit this proposal and work with the District. The point of contact for this submission is the undersigned at tom@cdindmaint.com or (256) 804-8626.

Sincerely,

Thomas L. Hendon

Thomas L. Hendon
Chief Executive Officer
FL CGC #1530505

**Exhibit J - Contractor Proposal****C&D Industrial Maintenance LLC
...Problem Solved!!!**Annex A – Price List for RFP# C006986 – Compactors and Baler Preventative Maintenance and Repairs
– Continuing Service

Part #	Description	Model	Price
500142	Cylinder - PTR 330	PTR-330	\$1,574.24
500431	Cylinder Pin	PTR-330	\$48.50
500591	32" Internal Hose	PTR-330	\$42.76
500592	40" Internal Hose	PTR-330	\$45.93
500594	3/4" Male QD	PTR-330	\$35.27
500595	3/4" Female QD	PTR-330	\$76.44
400941-KITFL	Pipe kit	PTR-330	\$581.95
810300-SKIT/CONT	Power unit with controls on pendant	PTR-330	\$6,046.48
606767	10HP Motor	PTR-330	\$2,287.50
606766	10GPM Pump	PTR-330	\$650.00
500196	Directional valve	PTR-330	\$892.51
500515	Pressure switch	PTR-330	\$233.62
330766.1	Pressure Gauge	PTR-330	\$75.56
500188	Manifold block	PTR-330	\$214.26
311606	Sight glass	PTR-330	\$77.12
4025272P	Complete Control box with pendant	PTR-330	\$2,584.34
155408	Key switch	PTR-330	\$218.23
605423	E-stop	PTR-330	\$168.00
603870	Red LED light	PTR-330	\$22.74
603871	Green LED light	PTR-330	\$22.74
155395	Push start button	PTR-330	\$48.61
155397	Selector switch	PTR-330	\$102.01
603196	40AMP Starter	PTR-330	\$144.84
603197	40AMP Overload	PTR-330	\$119.01
155351	Transformer	PTR-330	\$192.09
402527CD12	Programmed PLC	PTR-330	\$367.64
400147-4	Door seal	PTR-330	\$380.94
4023472-S2	Wiper blade	PTR-330	\$440.79
407269-KIT	Slide shield kit	PTR-330	\$1,043.76
500175	Ratchet binder	PTR-330	\$241.29
401059-A	Door Hinge Assembly (for dump door)	PTR-330	\$704.17
400642	Latch assembly (for dump door)	PTR-330	\$1,027.47
330510	Ratchet binder hook	PTR-330	\$90.95
4013741-3	Poly ground roller	PTR-330	\$208.41
340343	Axle for ground roller	PTR-330	\$63.00
604180	Bullnose roller (with axle)	PTR-330	\$129.61

**Exhibit J - Contractor Proposal****C&D Industrial Maintenance LLC
...Problem Solved!!!**

500301	Bullnose mount	PTR-330	\$22.93
400137	Bull nose	PTR-330	\$68.47
500210	Wheel mount plate for ground roller	PTR-330	\$48.91
330736	Elbow, 1/2" 45 degeree	PTR-330	\$7.88
500601	Connector, 1/2" male hose x 3/4" NPT	PTR-330	\$4.57
500586	Connector 3/4" male hose by 1/2" NPT	PTR-330	\$8.64
330733	Reducer, Hex 3/4 to 1/2	PTR-330	\$13.23
500597	Tee, 1/2" Female	PTR-330	\$11.79
340339	Self-contained safety decal kit	PTR-330	\$79.05
810280	Self-contained complete decal kit	PTR-330	\$150.00
670227	Complete pendant station	PTR-330	\$1,103.30
155399	Contact block, 1no-1nc (clear)	PTR-330	\$53.91
155400	Contact block, 1no (green)	PTR-330	\$27.08
155401	Contact block, 1nc (red)	PTR-330	\$27.08
330465	Relief valve	PTR-330	\$152.14
311640	Breather cap	PTR-330	\$60.07
405282	Motor/pump retro kit	PTR-330	\$3,676.10
606767	10HP Motor	PTR-7230	\$2,287.50
606766	10GPM Pump	PTR-7230	\$650.00
500515	Pressure switch	PTR-7230	\$233.62
330766.1	Preesure Gauge	PTR-7230	\$75.56
311606	Sight glass	PTR-7230	\$77.12
155408	Key switch	PTR-7230	\$218.23
605423	E-stop	PTR-7230	\$168.00
603870	Red LED light	PTR-7230	\$22.74
603871	Green LED light	PTR-7230	\$22.74
155397	Selector switch	PTR-7230	\$102.01
603196	40AMP Starter	PTR-7230	\$144.84
603197	40AMP Overload	PTR-7230	\$119.01
500985	10HP Power Unit (no controls)	PTR-7230	\$4,412.45
404894-8/4	Complete control panel	PTR-7230	\$2,369.80
603208	Reset Button	PTR-7230	\$23.42
603209	Contact & collar for reset button	PTR-7230	\$27.70
404894CD12	Programmed PLC	PTR-7230	\$367.64
155350	Transformer	PTR-7230	\$180.04
155399	Contact block, 1no-1nc (clear)	PTR-7230	\$53.91
155400	Contact block, 1no (green)	PTR-7230	\$27.08
155401	Contact block, 1nc (red)	PTR-7230	\$27.08
155529	Directional valve	PTR-7230	\$810.43
602768	Manifold block	PTR-7230	\$205.81
606296	Cylinder	PTR-7230	\$4,297.67

**Exhibit J - Contractor Proposal****C&D Industrial Maintenance LLC
...Problem Solved!!!**

403128	Cylinder pin	PTR-7230	\$60.70
606133	Cylinder bolt kit	PTR-7230	\$43.39
330174	52" hose	PTR-7230	\$51.40
500592	40" hose	PTR-7230	\$45.93
605065	Ram gate pedal switch with cord	PTR-7230	\$358.45
320002	Chamber door limit switch body	PTR-7230	\$69.27
320005	Chamber door limit switch head	PTR-7230	\$48.24
603918	Upper limit switch	PTR-7230	\$109.43
330506	Side wheel	PTR-7230	\$286.13
401068-LIFT	Gate	PTR-7230	\$1,266.48
311604	Coil cord for ram gate switch	PTR-7230	\$227.36
320169	Sprocket	PTR-7230	\$35.29
320169A	Complete sprocket assembly with housing	PTR-7230	\$70.82
407475	Gate guide	PTR-7230	\$38.24
409506-A	Gate handle	PTR-7230	\$96.90
602713	Nylon roller for gate handle	PTR-7230	\$3.16
602714	Gate handle roller bolt	PTR-7230	\$6.30
602715	Locknut for gate handle roller bolt	PTR-7230	\$0.63
500635	1/2" JIC x 1/2" Oring 45 degree	PTR-7230	\$11.97
330465	Relief valve	PTR-7230	\$152.14
500160	Baler safety decal kit	PTR-7230	\$85.95
400455	Baler complete decal kit	PTR-7230	\$122.99
408272-7230	Counterweight (for side without prox switch)	PTR-7230	\$88.15
408272-7230-TARG	Counterweight (for side with prox switch)	PTR-7230	\$91.21
603888	Proximity switch	PTR-7230	\$136.50
605723	Ram guide kit	PTR-7230	\$140.34
606409	Eject hook	PTR-7230	\$100.78
500088	Eject chain	PTR-7230	\$164.12
606401	Eject chain link connector	PTR-7230	\$4.60
320075	Double shackle	PTR-7230	\$28.16
403061	U bracket for eject hook	PTR-7230	\$37.78
405967	Poker Rod	PTR-7230	\$47.08
311640	Breather cap	PTR-7230	\$60.07
405189	Motor/pump retro kit	PTR-7230	\$3,517.09
810300-COMP20	Complete 20HP power unit with controls and pendant	TP4000	\$8,350.00
500571	20HP Motor	TP4000	\$3,764.81
605190	15GPM pump (5/8" shaft)	TP4000	\$724.15
330462	15GPM pump (3/4" shaft)	TP4000	\$1,187.74
606055	15GPM pump (7/8" shaft)	TP4000	\$1,471.25

**Exhibit J - Contractor Proposal****C&D Industrial Maintenance LLC
...Problem Solved!!!**

320331	Motor side coupler 1 3/8	TP4000	\$72.74
320333	Pump side coupler 3/4	TP4000	\$67.55
320345	Pump side coupler 5/8	TP4000	\$108.82
320344	Pump side coupler 7/8	TP4000	\$106.81
320338	Rubber spider insert	TP4000	\$36.82
500196	Directional valve	TP4000	\$892.51
500515	Pressure switch	TP4000	\$233.62
NK20040-B	Manifold block	TP4000	\$291.48
330465	Relief valve	TP4000	\$152.14
311640	Breather cap	TP4000	\$60.07
4029872	Complete Control panel with pendant	TP4000	\$3,081.39
670227-5B	Complete pendant station	TP4000	\$1,275.00
155408	Key switch	TP4000	\$218.23
605423	E-stop	TP4000	\$168.00
603870	Red LED light	TP4000	\$22.74
603871	Green LED light	TP4000	\$22.74
155395	Push start button	TP4000	\$48.61
155397	Selector switch	TP4000	\$102.01
603196	40AMP Starter	TP4000	\$144.84
603197	40AMP Overload	TP4000	\$119.01
155351	Transformer	TP4000	\$192.09
402527CD12	Programmed PLC	TP4000	\$367.64
500128	Ratchet binder	TP4000	\$371.53
5001321	Ratchet binder hook	TP4000	\$260.75
155399	Contact block, 1no-1nc (clear)	TP4000	\$53.91
155400	Contact block, 1no (green)	TP4000	\$27.08
155401	Contact block, 1nc (red)	TP4000	\$27.08
500204	Cylinder	TP4000	\$6,359.22
603488	Cylinder pin 9"	TP4000	\$45.63
603489	Cylinder pin 15 7/16"	TP4000	\$80.33
601955	3/4" x 8ft. Hose	TP4000	\$125.51
605658	Rotary Disconnect switch	TP4000	\$339.47
340335	Stationary Compactor safety decal kit	TP4000	\$64.70
810040	Stationary Compactor complete decal kit	TP4000	\$113.35
4021454-33	Wiper blade	TP4000	\$614.92
405292	Motor/pump retro kit	TP4000	\$4,202.54



Emergency Response Q&A Form

Bid No.: C006986

Solicitation Title: Compactors & Balers Preventative Maintenance and Repairs - Continuing Service RFP# C006986

Please provide responses below.

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

A1. 4 hours

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

A2. The on-call person is capable of triaging the equipment

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

A3. Orange County, Walmart, Marion County, Alachua County, Winn Dixie

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

If not, please explain:

A4. We would not prioritize compactor/baler repair over lifesaving requirements



Central Florida Tourism Oversight District

Compactors & Balers Preventative Maintenance and Repairs - Continuing Service (RFP# C006986)

Buyer: Andrea Osinski

Criteria	WGT.	Brightstar Equipment Inc				C&D Industrial Maintenance LLC				Eagle Equipment Service 1 Corp.				NM Maintenance Services, LLC				Recycling Services Of Florida, Inc.			
		MJ	RS	TL	AVG	MJ	RS	TL	AVG	MJ	RS	TL	AVG	MJ	RS	TL	AVG	MJ	RS	TL	AVG
Qualifications and Experience	35	5	5	5	5	32	35	30	32.33	35	10	10	18.33	5	35	25	21.67	15	35	35	28.33
Approach and Methodology	20	2	10	15	9	18	20	20	19.33	5	10	5	6.667	10	15	15	13.33	10	15	20	15
Response Capabilities for Standard and Emergency Work	20	5	10	5	6.67	20	15	10	15	7	15	0	7.333	10	15	10	11.67	15	20	20	18.33
Price Proposal	25	24.7	24.7	24.7	24.7	10.6	10.6	10.6	66.67	14.6	14.6	14.6	14.6	25	25	25	25	13.6	13.6	13.6	13.6
Round 1	100	36.7	49.7	49.7	45.4	80.6	80.6	70.6	77.27	61.6	49.6	29.6	46.9	50	90	75	71.7	53.6	83.6	88.6	75.3
Preferences																					
BLN/OZ	5	0	0	0	0	0	0	0	0	5	5	5	5	0	0	0	0	0	0	0	0
VOSB	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Final Selection	10	36.7	49.7	49.7	45.4	80.6	80.6	70.6	77.27	66.6	54.6	34.6	51.9	50	90	75	71.7	54	84	89	75.3

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

Board Meeting Date: 03/27/2026

Subject: Water Control Structure S-405A Gate Replacement

Presented By: Katherine Luetzow, Director of Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.4** award of Contract #C006985 to Granite Construction Company for the Water Control Structure S-405A Gate Replacement project and authorize the District Administrator to execute the contract in the amount of \$1,806,600 plus 10% contingency for a total of \$1,987,260

DISTRICT’S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released to the public November 26, 2025

BACKGROUND:

The S-405A Water Control Structure (WCS) is a dual AMIL gate water control structure serving to provide flood protection within the District. This structure was installed in the late 1960s as part of the District’s original drainage infrastructure and is located along the Perimeter Canal in the northwestern region of property. With its long service in continuous operation, the gate has finally reached the point that critical components are starting to show signs of failing despite routine maintenance and as such the gate is being replaced in kind.

The scope of work for the project is to remove and replace both gates at S-405A. As part of this effort it is anticipated minor concrete work and dewatering will be required.

FINDINGS AND CONCLUSIONS:

On November 26, 2025, Invitation to Bid #C006985 was released to bid for the construction of the Water Control Structure S-405A Gate Replacement project.

A total of two (2) bids were received as follows:

Vendor’s Legal Name	Vendor’s City/State	Vendor’s Bid
Granite Construction Company	Tampa, FL	\$1,806,600
Ballard Marine Construction	Bradenton, FL	\$3,209,821.90

Granite was the lowest responsive bidder and as such Public Works is seeking to move forward with them.

FISCAL IMPACT:

Granite’s bid is \$1,806,600, Public Works is asking for a 10% contingency for the project, for a total request of \$1,987,260. This work is fully funded through the Public Works Planning and Engineering Planned Work budget under 26DRN002, which was funded from the drainage reserve funds.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C006985 - Granite Construction Company for the Water Control Structure S-405A Gate Replacement project
- Bid Tabulation



WATER CONTROL STRUCTURE S-405A GATES REPLACEMENT

CONTRACT NO.: C006985

PROJECT MANUAL

CONSTRUCTION AGREEMENT

Effective Date: March 27, 2026

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

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

Contractor: Granite Construction Company
P.O. Box 290757
Tampa, Florida 33687

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:

WATER CONTROL STRUCTURE S-405A GATES REPLACEMENT
CONSTRUCTION AGREEMENT
Contract Number: C006985

CONTRACT DOCUMENTS

- Exhibit A - Scope of Work and List of Contract Documents
- Exhibit B - Project Milestone Schedule
- Exhibit C - Recap of Contract Sum
- Exhibit D - Pending Alternates
- Exhibit E - Unit Price Schedule
- Exhibit F - Special Contract Conditions
- Exhibit G - General Conditions of the Contract for Construction
- Exhibit H - Forms
- Exhibit I - Specification Section 00850 – List of Drawings and Specifications
- Exhibit J - Specification Section 01010 - Summary of Work
- Exhibit K - Specification Section 01020 - Electronic Document Processing Service
- Exhibit L - Project Specific Safety Plan with Sample Form

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

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

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

DRAWINGS AND SPECIFICATIONS: Drawings are separately bound. For the List of Drawings and Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Water Control Structure S-405A Gates Replacement, revised March 10, 2026. 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”) C006985: Water Control Structure S-405A Gates Replacement at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/136047#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: Water Control Structures S-46, S-450A, S-410 & S-411 Typical Plan (Sheet 3), included with the Specifications
- Specifications:
 - Division 1 - General Requirements
 - Division 2 & 3 - Roadway Specifications with Appendix
- Survey Control

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

- Project Specific Safety Plan with Sample Form

Project files included in Agreement only (revised Specifications):

- Specification Section 01010 – Summary of Work
- Specification Section 01020 - Electronic Document Processing Service



WATER CONTROL STRUCTURE S-405A GATES 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 Granite Construction Company (herein referred to as the "Contractor"), whose mailing address is P.O. Box 290757, Tampa, Florida 33687.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Invitation to Bid ("ITB") No. C006985 on November 26, 2025 for the replacement of both AMIL gates at Water Control Structure S-405A including minimal repairs to the concrete portions of the water control structure to create a watertight seal;

WHEREAS, two (2) bidders responded, and Granite Construction Company was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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

Article 1

DEFINITIONS: THE CONTRACT DOCUMENTS

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

Article 2

STATEMENT OF THE WORK

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



Article 3
OWNER'S REPRESENTATIVE

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

Article 4
THE ARCHITECT/ENGINEER

- 4.1. **The Architect/Engineer for the Project (herein referred to as the "A/E") is Mandee Brandt, PE, Senior Water Resources Engineer, Central Florida Tourism Oversight District, Planning and Engineering Department, whose mailing address is PO Box 690519, Orlando, Florida 32869.**

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 285 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 255 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 285 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, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) (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:

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

Article 8
PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM

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



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

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

LIQUIDATED DAMAGES

Should the Contractor fail to achieve Substantial Completion by the date provided in the Contract, the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of \$2,667.00 for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The liquidated damages referenced herein may also be assessed and collected against the Surety. Liquidated damages do not apply to final completion dates.

Article 9

CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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



- conditions; (2) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (4) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.
- 9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- 9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (3) YEAR from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for THREE (3) YEARS from the date of final completion, this will be provided as a manufacturer warranty. 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, Florida 32869
Attention: Contracting Officer

If to Contractor: GRANITE CONSTRUCTION COMPANY
P.O. Box 290757
Tampa, Florida 33687
Attention: **David Ballard**

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, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) 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:
GRANITE CONSTRUCTION COMPANY

Signature: _____

As approved by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: March 27, 2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006985

I. Scope of Work:

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 Contractor shall replace, in kind, both AMIL Gates at Water Control Structure S-405A. Minimal repairs will be performed on the concrete portions of this water control structure to create a watertight seal. The bearing housing units shall be removed from the existing gate and provided to CFTOD Planning & Engineering Department before gates are removed off-site for disposal.
- 1.2 In addition, the existing eastern safety chain post has been removed and will need to be replaced. The ladder safety handrail has been bent and must be realigned.
- 1.3 The Structure S-405A is a dual AMIL (automatic water control structure) gate structure that has an upstream control elevation of 96.00-ft. This structure is a Waterman Industries Model C-12 Constant **Upstream Level Gate with a maximum gate opening of 2'-0.84"**. **This structure was constructed in the late 1960's and has been in continuous use since installation.**
- 1.4 Work includes, but is not limited to:
 - Erosion and turbidity control
 - Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT) for delivery of gates
 - Dewatering & bypass pumping
 - Cofferdam installation
 - Removal and replacement of the Amil Gates with minor repairs to the existing water control structure
 - Minor safety rail rehab

SECTION 2. SCOPE OF WORK

2.1 SCOPE OF WORK

- A. Contractor will not commence work until Notice-to-Proceed (NTP) has been issued and all materials needed for the site are available.
- B. Contractor shall attend a mandatory pre-construction meeting prior to initiation of work.
- C. Submit for review and approval, all specifications/product data sheets for all materials intended to be used on the project prior to commencement of work.
- D. Contractor shall submit AMIL gate shop drawing for review and approval prior to placing order of gates. The AMIL gates are typically a long lead time item of 14 to 16 weeks total. It includes 4 to 5 weeks for drawing approval and 8 to 12 weeks for fabrication.
- E. As of today, McWane MPI is the only CFTOD approved gate vendor since compatibility with the existing gate/frame system has not been sufficiently demonstrated by other vendors at this time. Use of another vendor would need to be approved by CFTOD prior to use.
- F. Ballast material should be comprised of either rebar or lead. Material must be submitted to Planning & Engineering for approval prior to installation. The ballast material currently within the existing gate cannot be reused. It must be removed and disposed of appropriately off-site.
- G. Coordinate with CFTOD Planning & Engineering Compliance Department to ensure that any necessary safeguards are in place prior to construction. The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP) utilizing the forms included in the Specification Section 01560. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering (P&E) for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006985

- H. Area to stage crane or other materials must be included in the SWPPP plan for review and approval by Planning & Engineering Compliance Department, detailing all dimensions needed for the crane operation, any fill required, etc. Please note, additional BMPs may be necessary other than the controls depicted in Section 12, therefore, recommended to coordinate with P&E Compliance early. Any temporary improvements must be removed and the existing conditions restored at the end of the project.
- I. Inspections are required prior to commencing work and prior to demobilizing.
- J. It is anticipated that non-erosive cofferdams and a pump system will be required to maintain a dry working area at the S-405A Water Control Structure. Contractor shall use sheet pile for the cofferdams. Other alternatives must be submitted to P&E for review and approval prior to ordering materials. Any proposed cofferdam or flow obstructions will require prior review and permitting from CFTOD P&E Compliance Department, including any required calculations.
- K. Cofferdams must **be designed for a full differential of 2' below apron elevation** (refer to Plan Sheet – Typical Plan for the S-405A attached to the Specifications, available under the **Invitation to Bid ("ITB") C006985: Water Control Structure S-405A Gates Replacement** at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/136047#bidDocs>). Please note, as-built drawings identifying the elevation of the nonerosive cofferdam systems will be required to CFTOD P&E for review and approval before work can be started. A maximum elevation of **96.5' NGVD Disney Grid can be used for the cofferdam upstream of the structure**. A maximum elevation of **91.5' NGVD Disney Grid can be used for the cofferdam downstream of the structure**.
- L. All dewatering or pumping activities will require prior review and permitting from CFTOD P&E Compliance Department. Contractor is advised that should large rain events occur, there is a potential risk of the Canal discharging flow through the work area and sheets may need to be pulled based on the estimate storm event.
- M. Upon completion of the project, clean up any construction debris on the site and restore it to its original condition. This includes stabilizing the canal slopes once the temporary sheets have been removed.
- N. Improper or unsafe activities will result in all work being shut down.
- O. Due to the wildlife present within District waterways, assistance such as licensed trappers may be needed to assist a dive team (if needed) and are to be approved and coordinated through CFTOD P&E.
- P. Contractor to coordinate with CFTOD P&E at least three (3) weeks prior to replacing the gates to request USGS equipment to be temporarily removed or relocated.
- Q. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida. Any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
- R. Any Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) required for work or parking shall be designed in accordance with the last edition of the Manual of Uniform Traffic Control Devices and the Florida Department of Transportation Standard Plans. Contractor shall submit an application regarding any MOT/TTC to CFTOD P&E for approval. Contractor shall submit signed and sealed MOT/TTC plans, signed by a Professional Engineering licensed in the State of Florida, if FDOT index does not apply. Application shall include anticipated schedule including specific dates/times as applicable. All request for MOT/TTC (including delivery of gates) must

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006985

be submitted at least two (2) weeks prior to request to implement to ensure adequate time to review and coordinate with property wide MOT/TTC coordination efforts conducted by CFTOD P&E.

- S. Contractor shall provide a haul route for approval to Planning and Engineering. Hotel Plaza Boulevard cannot be used as a haul route. There are adjacent projects within the vicinity of the project site that may impact desired haul routes: World Drive North Phase III, Basin 407 Stormwater Modifications, and S-405 Gate Replacement at Bear Island Road. Refer to Section 10 - Preferred Access Plan and Section 11 - Alternative Access Route.
- T. No material, vehicles or equipment should be parked in adjacent wetlands or wooded areas at any time.
- U. Transport any cleared vegetation, excess soil, or other construction debris to a disposal site offsite for proper disposal. If necessary, Contractor is responsible to supply any dumpsters. **Contractor's bid** include pricing for any debris removal including dumpster services.
- V. The District shall not provide alternative laydown, parking or other facilities. If the Contractor determines porta johns are required for this work, they shall be placed in a location that is out of view of any roadways or buildings.
- W. The deck for the bridge structure adjacent to the water control structure is rated H-15, with a maximum capacity of 30,000 lbs. No material or equipment shall be stored or staged on the bridge.
- X. Canal levees shall not be blocked for parking, laydown areas, or any other activities. Levee access must be maintained at all times.
- Y. In the event that accessing, parking and any other work activities damage the existing sod, the Contractor shall be required to replace damaged areas with bahia sod. Seeding in lieu of sod will not be accepted. Contractor to maintain and water sod for a period of 30 days to ensure sod establishes.
- Z. The Contractor shall provide a Critical Path Method (CPM) schedule to Owner showing the project can be completed within the total duration.
- AA. Contractor shall warrant their work for a minimum of 3-years. Contractor also shall not do anything to invalidate the warranty on the gate from the manufacturer.
- BB. Contractor shall be aware that the Owner may direct purchase (ODP) materials; to take advantage of tax savings. Owner will ODP the AMIL gates.

2.2 DETAILED SCOPE OF WORK

- A. Measure for new AMIL gates.
- B. Order Gates.
- C. Contractor shall establish survey control on site, using the local Disney Datum.
- D. Prepare and install the approved erosion and turbidity control plan.
- E. Install non-erosive cofferdam systems.
- F. Set up approved dewatering pumping to maintain work area.
- G. Provide as-built plans demonstrating the installation elevation of the cofferdam systems.
- H. Contractor to clean sluice wall and gate seat floor approximately 3-ft either side of gate. Once walls and floor are cleaned Contractor and CFTOD P&E Staff shall inspect the walls and determine locations to be repaired. All concrete repaired surfaces shall be coated per the Specifications.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006985

- I. Gates are to be replaced one at a time. Replace the existing AMIL gate and repair any damage to sluice wall adjacent to gate. Seal all repaired concrete surfaces.
- J. Balance gates in coordination with CFTOD staff and verify final balance with Waterman staff onsite. Counter-balance weight may vary.
- K. Remove the bearing housing units from the old gates and provide to the CFTOD Planning and Engineering Department before gates are removed off-site for disposal. Note: the gate must be removed in order for the bearings to be able to be removed.
- L. Provide the pin elevation, by a surveyor licensed in the state of Florida.
- M. Replace the missing safety chain post and realign the ladder safety handrail back into place. See photo of these elements below. Contractor to minimize impacts to the wingwall.



- N. Remove pumping and cofferdam systems.
- O. Restore site.

2.3 PRICING REQUIREMENTS

- A. Lump sum amount is for all work associated with the replacement of the gates described in the Contract Documents.

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, exclusive of CFTOD holidays, unless approved otherwise by CFTOD. The Contractor shall request approval from CFTOD at least 72 hours in advance for work outside of the normal work hours. Contractors shall be aware additional holiday moratoriums may be imposed by RCES.

EXHIBIT A
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- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 All services shall be approved by and scheduled through the Owner or its authorized representative.
- 3.6 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.
- 3.7 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 3.8 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.
- 3.9 The Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.
- 3.10 Contractor will not commence work until all materials needed for that site are available.

SECTION 4. DISTRICT APPEARANCE GUIDELINES

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

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

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- 4.2 Tattoos located on the face, head, neck, or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted; however, they shall not contain offensive language, symbols, or nudity.
- 4.3 Attire:
- A. Tight, revealing or otherwise workplace-inappropriate dress is not permitted.
 - B. Attire shall not appear too tight, too baggy, faded or in need of repair. Style, as well as fabric choices (for clothing & footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not meet this requirement. District-wear with a District logo is acceptable to wear at all times. T-shirts and sweatshirts with a hood are impermissible.
 - C. **Nails must be clean and trimmed, with their length not to exceed ¼" beyond the fingertip. If nail polish is used it must be kept clean, not chipped, shall be uniform in color, and professional.**
 - D. Hair length will not be limited, but must allow for proper fit of all required personal protective equipment ("PPE"). **Hair longer than** shoulder length shall be pulled back in a bun, ponytail, or other approved method in order to eliminate potential safety concerns while performing safety sensitive job duties requiring PPE. Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair that is naturally colored is acceptable.
 - E. **Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look.** Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
 - F. Shaving of the eyebrows is not permitted.
 - G. Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees. Ear piercings are limited to two per ear, and only in the earlobe. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted. Spacers or gauges are unacceptable. Necklaces, bracelets, watches, and fitness trackers are acceptable. Tasteful/conservative rings may be worn, one per hand as appropriate.
 - H. Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.
- 4.4 Facial Hair Guidelines:
- A. Employees are permitted to have a fully grown-in beard, unless otherwise restricted by regulatory codes and standards. Facial hair must be well-groomed and growth may not exceed two inches (2 in.) in length. A well-groomed beard has a defined cheek line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles or designs is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
 - B. Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth, but shall not extend onto or over the upper lip, nor beyond or below the corners of the mouth.
 - C. Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth inch (¼ in.). A goatee shall be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
 - D. Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
 - E. **All facial hair must allow for proper fit of all personal protective equipment ("PPE") to include, but not limited to, respiratory masks such as N95 masks.**
- 4.5 **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.
- 4.6 Owner reserves the right to ask for removal of any Contractor employees who refuse to meet or

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

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

SECTION 5. QUALITY CONTROL

- 5.1 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.
- 5.2 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 6. DAMAGE

- 6.1 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.
- 6.2 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.
- 6.3 Contractor shall report all damages to the Owner immediately.

SECTION 7. SAFETY

- 7.1 **All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.**
- 7.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 7.3 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.**
- 7.4 **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:**
- 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 8. LICENSING, CERTIFICATIONS, PERMITTING, AND REQUIREMENTS

- 8.1 Contractor shall maintain their General Contractor License through the agreement term.
- 8.2 The Contractor shall identify a primary contact/project manager with whom the District will coordinate.
- 8.3 Contractor shall provide a staffing plan to the District.

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- 8.4 Contractor shall have a full-time employee on staff that has an Advanced Temporary Traffic Control (TTC/MOT) certification. All TTC/MOT placed upon District property shall be installed and removed **under the certified individual's supervision. Likewise, any** flagging operation shall only be performed **by individuals that have at minimum FDOT's TTC Basic Flagger Certification. Contractor shall also** have a Certified FDEP Erosion Control Inspector (Tier 1 Minimum Required). This can be the same employee or different employees. These certifications must be maintained during Agreement.
- 8.5 If diving services are needed for implementation of work, dive services shall be performed by qualified individuals holding all appropriate certifications and/or licenses as required. The Dedicated Person in Charge (DPIC) should be onsite during all underwater work to oversee and coordinate with the District as needed.
- 8.6 Subcontractors: Contractor disclosed a complete list of sub-contractors using the Subcontractor List form with their bid submittal. 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.
- 8.7 In order to use the Central Florida Tourism Oversight District (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/>.
- 8.8 PERMITS AND APPROVAL REQUIREMENTS: Contractor shall be responsible for obtaining all required permits and approvals. At this time, it is anticipated the following will be required:
- A. Turbidity Control Plan, Dewatering/Pumping/Coffer Dam Plan, and Erosion Control Site Plan Approval
- B. CFTOD Haul Permit
- C. RCES Dig Permit
- D. MOT/TTC Permit/Approval (S&S MOT Plans) (minimal MOT expected)
- E. Safety Plan Approval

EXHIBIT A
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SECTION 9. PROJECT LOCATION MAP



SECTION 10. PREFERRED ACCESS PLAN



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SECTION 11. ALTERNATIVE ACCESS ROUTE



SECTION 12. COFFERDAM & EROSION CONTROL IMAGE



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SECTION 13. ADDENDA CLARIFICATIONS

- 13.1 The AMIL is an automatic, self-regulating gate that uses the buoyancy of the water and the weight in the ballast to regulate the water flow, depending on the upstream water elevation.
- 13.2 All concrete repaired surfaces will require a coating per the specifications. The scope was revised to include this direction. The gate itself should come coated also.
- 13.3 It is recommended to use cofferdams both upstream and downstream of the gate to keep work area dry.
- 13.4 The new gates should be watertight when in the closed position.
- 13.5 We are unaware of any utility conflicts, but it is the Contractor's responsibility to pull utility locates before any work.
- 13.6 Sheet pile is included in pricing and should be utilized for the stop logs as required.
- 13.7 Rock cannot be used in lieu of rebar or lead in the ballast tank.
- 13.8 The District maintains the levees; therefore, we will coordinate any vegetation maintenance that might be needed. Contractor must provide maximum clearance height, so the District can ensure maintenance cutback is adequate.
- 13.9 If any additional concrete repair is needed to provide a watertight seal at the gate seat, this is **Contractor's means and methods; however, any proposed structure modifications** must be approved by CFTOD P&E.
- 13.10 Elevation details: An elevation of 91.50-ft NGVD Disney Grid for upstream and 83.50-ft NGVD Disney Grid for Downstream can be used, however, the Contractor will need to field verify all elevations before ordering any materials. Please see refer to pg. 241 of Project Specifications available at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/136047#bidDocs> for the apron top elevations. **The concrete apron at the structure is 8" thick.**
- 13.11 The AMIL gates will be purchased via Owner Direct Purchase (ODP). The Contractor shall source the gates and include all costs in their pricing; however, this amount will be deducted from the **Contractor's payment as the** Owner will issue the PO and make payment directly to the Contractor.
- 13.12 The steel along the sides and bottom of the existing structures are not expected to be replaced at this time. During the dry inspection of the structure, the Contractor can alert the Owner if they feel the steel needs to be rehab at that time.
- 13.13 Before installation of cofferdam system, systems shall be reviewed and approved by CFTOD P&E. Calculations will be required and must be signed and sealed.
- 13.14 Laydown Areas/Employee Parking:
- **Transportation for workers to the Job Site shall be the Contractor's responsibility. No POV's shall be parked within project limits.**
 - The designated laydown yard and employee parking area is anticipated to be within the vicinity of the Project Site. The exact location of the laydown yard area shall be coordinated with and approved by CFTOD P&E, prior to mobilization.
 - Access shall be maintained at all times for vehicles to pass and access levies during the duration of the project.
- 13.14 Erosion Control BMPs:
- **Contractor's** pricing shall include any and all temporary BMP measures necessary to maintain turbidity control. The BMPs shown in the project plans/scope are the minimum BMPs anticipated. Just a reminder, erosion controls are performance based.
 - All BMPs must be approved by CFTOD P&E PRIOR to installation/application. CFTOD P&E retains

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sole approval authority for any BMPs as well as directing Contractor (at Contractor's sole expense) **that additional BMPs may be necessary if Contractor's provided BMPs are insufficient at** controlling turbidity.

- Per LDRs, BMPs must be installed, inspected and approved, PRIOR to any other construction onsite. Certain BMPs are also not allowed on property per the LDRs, such as non-synthetic hay bales.
- Contractor is responsible for daily site inspections and after rain event inspections, including weekend and holidays.
- The District does not allow alum treatment for turbidity (except in extremely rare and third party fully designed exceptions) and has restrictions on specific chemicals that may be used in our waterways such as floc logs, due to environmental impacts.

13.15 Appearance of Construction Site:

- The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices.
- Contractors and Subcontractors at the completion of work each day will return all equipment and unused material to their assigned storage area.

13.16 Work Restrictions/Constraints:

- Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods including but not limited to:
 - o Christmas through New Years
 - o Easter/Spring Break
 - o July 4th
 - o Labor Day
 - o Thanksgiving
 - o Christmas/New Years Eve
- Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.
- Special events may occur throughout the year that may require the Contractor to accommodate (runDisney, etc.).

13.17 Critical Aspects to Project:

- Location – More remote location within the District. Access is through levees.
- Adjacent Projects – Private project that may impact the use of the levee and private and separate District project will require coordination on pumping and flushing activities.
- Coordination with Vendor – Contractor to be responsible for communication with McWane MPI for Order, Delivery, and Balancing activities, etc.

13.18 Specification Clarifications:

- Section 01560B - Turbidity Monitoring Plan Requirements:
 - o Replace P&E address with: P.O. Box 690519, Orlando, Florida 32869

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 Water Control Structure S-405A Gates Replacement, revised March 10, 2026. 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") C006985: Water Control Structure S-405A Gates Replacement** at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/136047#bidDocs> under Documents. All project files contained therein, and any applicable

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Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Project files available electronically at the link above:

- Drawings: Water Control Structures S-46, S-450A, S-410 & S-411 Typical Plan (Sheet 3), included with the Specifications
- Specifications:
 - Division 1 - General Requirements
 - Division 2 & 3 - Roadway Specifications with Appendix
- Survey Control

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

- Project Specific Safety Plan with Sample Form

Project files included in Agreement only (revised Specifications):

- Specification Section 01010 – Summary of Work
- Specification Section 01020 - Electronic Document Processing Service

- C. This Exhibit A - Scope of Work and List of Contract Documents, 14 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 00850 - List of Drawings and Specifications, 3 pages
- L. Exhibit J - Specification Section 01010 - Summary of Work, 19 pages
- M. Exhibit K - Specification Section 01020 - Electronic Document Processing Service, 1 page
- N. Exhibit L - Project Specific Safety Plan with Sample Form, 5 pages

END OF EXHIBIT A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
CONTRACT NO.: C006985

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	255 Days from Notice-to-Proceed
Final Completion	Day 255	285 Days from Notice-to-Proceed

* Prior to commencement of Work, Contractor must prepare and submit following to the Owner:

- Shop Drawings/Product Data
- Project Site-**Specific Safety Plan ("PSSP")**
- MOT/TTC Plans
- Baseline Schedule

All Work must be completed between the hours of 7:00 AM to 5:00 PM Monday through Friday. Owner Representative will approve the detailed schedule set forth by the Contractor upon award.

END OF EXHIBIT B

EXHIBIT C
 RECAP OF CONTRACT SUM
 CONTRACT NO.: C006985

The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Amount of \$1,806,600 as itemized below:

Item	Description	UOM	QTY	Unit Price	Total
General Conditions					
1	Project Management	MO	9	\$5,000.00	\$45,000.00
2	Monthly Schedule Updates	MO	9	\$1,000.00	\$9,000.00
3	Submittals and Shop Drawings	LS	1	\$60,000.00	\$60,000.00
4	Daily Reporting	MO	5	\$1,000.00	\$5,000.00
5	Mobilization and Demobilization	LS	1	\$127,000.00	\$127,000.00
6	Field Coordination and Layout	MO	5	\$20,000.00	\$100,000.00
7	Erosion and Sedimentation Control	LS	1	\$75,000.00	\$75,000.00
8	Dewatering (Temp Sheet Pile, Survey/Elevation of Sheet Verification, Bypass Pump)	LS	1	\$400,000.00	\$400,000.00
9	Site Stabilization	LS	1	\$50,000.00	\$50,000.00
10	Maintenance of Traffic (MOT)	LS	1	\$15,600.00	\$15,600.00
11	Performance and Payment Bonds	LS	1	\$12,000.00	\$12,000.00
General Conditions Subtotal					\$898,600.00
Stormwater Structure					
12	Remove Existing Gates (Removal of gates and disposal of gates and existing ballast weight, removal of existing bearing housing from existing gate)	LS	1	\$150,000.00	\$150,000.00
13	Furnish & Install New Amil Gates (Automatic Water Control Structure, & Ballast weight)	LS	1	\$700,000.00	\$700,000.00
14	S-405A Water Control Structure Repairs (cleaning, repairing conc. Spalls, and coating of structure surface, etc.)	LS	1	\$52,000.00	\$52,000.00
15	Safety Chain Post Replacement	EA	1	\$6,000.00	\$6,000.00
Stormwater Structure Subtotal					\$908,000.00
LUMP SUM TOTAL					\$1,806,600.00

END OF EXHIBIT C

EXHIBIT D
PENDING ALTERNATES
CONTRACT NO.: C006985

THERE ARE NO PENDING ALTERNATES

END OF EXHIBIT D

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C006985

THERE IS NO UNIT PRICE SCHEDULE

END OF EXHIBIT E

EXHIBIT F
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
CONTRACT NO.: C006985

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
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
CONTRACT NO.: C006985

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.

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

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

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

C. CHLOROFLUOROCARBONS (CFCs)

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

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.

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.

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.

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

- 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

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,

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

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

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
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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:

GRANITE CONSTRUCTION COMPANY
P.O. Box 290757
Tampa, Florida 33687 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

(hereinafter "Surety")

CONTRACT:

Date: March 27, 2026

Contract No. C006985

Project: WATER CONTROL STRUCTURE S-405A GATES REPLACEMENT

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

Contract Sum: ONE MILLION, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) (hereinafter "Contract")

BOND:

Date: March 27, 2026

Amount: ONE MILLION, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) (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:
GRANITE CONSTRUCTION COMPANY

SURETY:

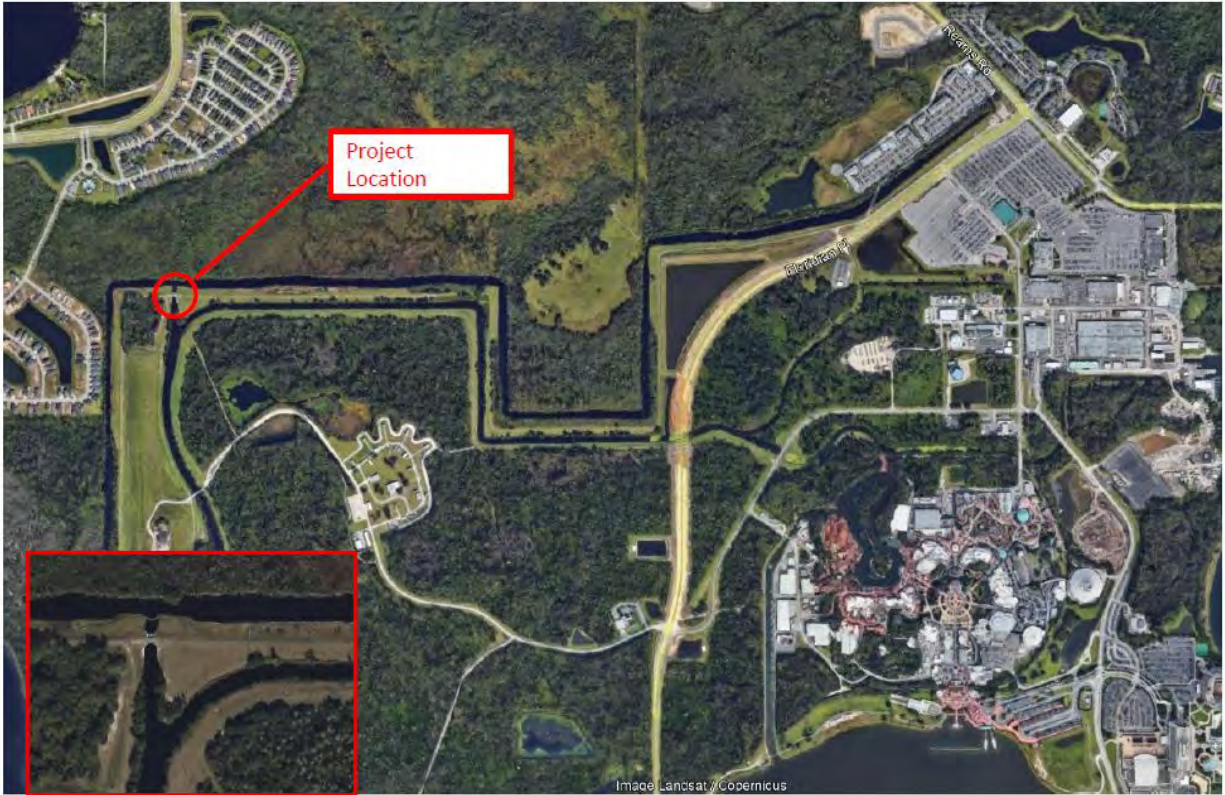
[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Project Site



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND

OWNER:

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

CONTRACTOR:

GRANITE CONSTRUCTION COMPANY
P.O. Box 290757
Tampa, Florida 33687 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: March 27, 2026
Contract No. C006985
Project: WATER CONTROL STRUCTURE S-405A GATES REPLACEMENT

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

Contract Sum: ONE MILLION, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) (hereinafter "Contract")

BOND:

Date: March 27, 2026
Amount: ONE MILLION, EIGHT HUNDRED SIX THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,806,600.00) (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:
GRANITE CONSTRUCTION COMPANY

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

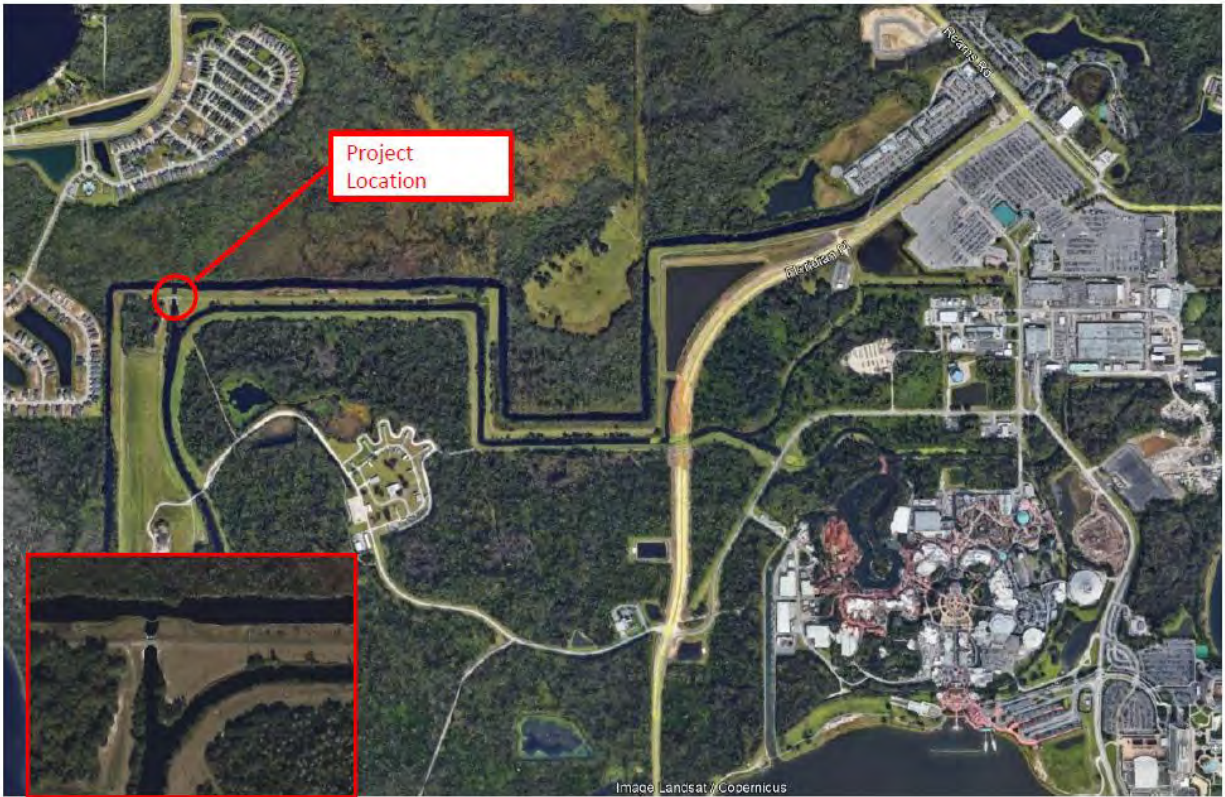
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Project Site



DUAL OBLIGEE RIDER

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

On behalf of Granite Construction Company (Contractor)

In the amount of One Million, Eight Hundred Six Thousand, Six Hundred and Zero One-Hundredths Dollars (\$1,806,600.00) and dated March 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: Granite Construction Company

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 # C006985
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: GRANITE CONSTRUCTION COMPANY

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.: C006985, dated March 27, 2026, for WATER CONTROL STRUCTURE S-405A GATES 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: Granite Construction Company

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: GRANITE CONSTRUCTION COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006985, dated March 27, 2026, between CENTRAL FLORIDA TOURISM DISTRICT and GRANITE CONSTRUCTION COMPANY

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

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

SAMPLE

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: C006985

DATE: _____

PROJECT: WATER CONTROL STRUCTURE S-405A GATES REPLACEMENT

SUB-PROJECT: _____

CONTRACTOR: Granite Construction Company

ATTACHMENTS:

DESCRIPTION: _____

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect (insert company name) Date

Accepted:

Contractor: Granite Construction Company Date

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

CONTRACTOR: Granite Construction Company
CONTRACT NUMBER: C006985
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment A

GENERAL RELEASE

CONTRACT NO. C006985

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, GRANITE CONSTRUCTION COMPANY, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, **the Owner's Representative, the Architect/Engineer and their** parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated March 27, 2026, Contract No. C006985, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and GRANITE CONSTRUCTION COMPANY and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date _____.

Granite Construction Company
(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: Granite Construction Company
CONTRACT NUMBER: C006985
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 1

CONTRACTOR'S AFFIDAVIT

From: GRANITE CONSTRUCTION COMPANY

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. C006985, dated March 27, 2026, for the WATER CONTROL STRUCTURE S-405A GATES 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.

Granite Construction Company
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: Granite Construction Company
CONTRACT NUMBER: C006985
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 2

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: Granite Construction Company

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006985, dated March 27, 2026, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and GRANITE CONSTRUCTION COMPANY

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: Granite Construction Company
CONTRACT NUMBER: C006985
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Granite Construction Company

CONTRACT NO. C006985

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:

SAMPLE

Please initial: _____
Contractor

CONTRACTOR: Granite Construction Company
CONTRACT NUMBER: C006985
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: C006985

Project: WATER CONTROL STRUCTURE S-405A GATES 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.

Granite Construction Company
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: Granite Construction Company
Name: _____
Address: P.O. Box 290757
Tampa, Florida 33687
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. C006985, dated March 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 WATER CONTROL STRUCTURE S-405A GATES 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 00850 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 Water Control Structure S-405A Gates Replacement
 Contract: C006985

Section 00850
 List of Drawings and Specifications

SUPPLEMENTAL ATTACHMENTS:

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

ATTACHMENT NO.	SUPPLEMENTAL ATTACHMENT	ISSUE DATE	ISSUER

SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
DIVISION 00 – CONTRACT & BIDDING DOCUMENTS		
00850	List of Drawings and Specifications	03/10/2026
DIVISION 01 – GENERAL REQUIREMENTS		
01009	Project Specific Safety Plan Requirements	11/12/2025
01010	Summary of Work	03/10/2026
01018	Owner Furnished Products	11/12/2025
01019	Owner Purchased Products	11/12/2025
01019A	Owner Direct Purchase Routing Procedures	11/12/2025
01019B	Contractor’s Vendor Invoice Affirmation Letter	11/12/2025
01019C	Owner’s Vendor Invoice Affirmation Letter	11/12/2025
01020	Electronic Document Processing Service	03/10/2026
01021	Allowances	11/12/2025
01041	Project Coordination	
01045	Cutting and Patching	
01050	Field Engineering	
01100	Alternates	
01202	Progress Meetings	
01310	Construction Schedule	
01315	Contract Time, Sequencing and Timing of Work	
01325	Scheduling of Work	
01330	Submittal Procedures	
01340	Shop Drawings, Product Data and Samples	
01370	Schedule of Values	
01410	Regulatory Requirements	

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 Water Control Structure S-405A Gates Replacement
 Contract: C006985

Section 00850
 List of Drawings and Specifications

01420	References	11/12/2025
01430	Soils Investigation	
01440	Quality Assurance and Quality Control	
01455	Testing and Inspection Services	
01500	Temporary Construction Facilities	
01560	Erosion Control and Dewatering	
01560A	SFWMD Dewatering Permit Notification	
01560B	Turbidity Monitoring Plan Requirements	
01630	Substitutions and Product Options	
01640	Product Handling and Protection	
01700	Project Closeout	
01710	Cleaning	
01720	Project Record Documents	
01730	Execution	
01750	Starting and Adjusting	
09870	Protective Coatings for Carbon Steel Light Poles and Mast Arms	
DIVISION 02 & 03 – SECTION 1 – ROADWAY SPECIFICATIONS		
	FDOT Specification Reference Manual and Modifications	October 2025
CFTOD 334	Specification for Asphalt Pavement	July 2024
CFTOD 528	Specification for Portland Cement Concrete Sidewalk and Driveway	July 2024
02240	Dewatering	October 2025
	Soils Stabilization/Dust Control	October 2025
Section 975	Coating Specifications Supplement	October 2025
	Surface Preparation Standards	October 2025
Appendix 1	Typical Specifications for Radial Gates	
Appendix 2	Constant Upstream Level Gates Type-C Installation – Adjustment – Maintenance	
Appendix 3	Type ‘C’ Brochure	
Appendix 4	MPI Budgetary Quote	
Appendix 5	S-405A January 2025 Inspection Report	

END OF SECTION 00850

Exhibit J - Specification Section 01010 - Summary of Work

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Water Control Structure S-405A Gates Replacement
Contract: C006985

Section 01010
Summary of Work
Revised March 10, 2026

SECTION 01010 SUMMARY OF WORK

PART 1 – WORK COVERED BY CONTRACT DOCUMENTS

1.01 General

- A. The Scope of Work for the Water Control Structure S-405A Gates Replacement is described by the Project Manual entitled Water Control Structure S-405A Gates Replacement. Specific elements of the Scope of Work are generally summarized below but this Summary of the Work is not intended to be complete descriptions of the Work. Any quantities or measurements, if included in the summaries, are approximate and are not to be used in estimating the Work.
- B. It is the intent of the Owner that the Contractor will perform all of the Work of any kind and nature shown on the drawings and/or described in the specifications, which is within the Contractor's Scope of Work unless specifically excluded or indicated as Owner-furnished and/or installed. Any Work not specifically indicated on the drawings and/or described in the specifications but required to fulfill the intent of a "complete job" for the Contractor's Scope of Work will be considered to be included in the Contract.

1.02 General Summary

The scope of work for the Water Control Structure S-405A Gates Replacement includes, but is not limited to, Temporary Traffic Control (TTC), Erosion and Turbidity Control, Dewatering, Cofferdam Installation, Removal and Replacement of the Amil Gate and Minor Repair of the Existing Water Control Structure.

1.03 Detailed Scope of Work

- A. Mobilization and General Conditions:
 - 1. The Contractor shall provide a minimum dedicated full-time staff for the duration of the Contract Time including but not limited to the following staff positions:
 - a. Part time dedicated project manager.
 - b. Full time dedicated general superintendent.
 - c. Full time foreman and crew dedicated to Temporary Traffic Control (TTC) and SWPPP only.
 - d. Power broom on site at all times.
 - e. Water truck on site at all times.
- B. Permitting:
 - 1. The Contractor shall apply for a de-watering permit during the pre-construction phase. The Contractor shall prepare and submit the NOI to the Central Florida Tourism Oversight District prior to submitting to the FDEP during the pre-construction phase. In addition, the Contractor shall apply for any and all permits that are required by CFTOD Building and Safety during the pre-construction period.
 - 2. Work must meet all requirements of the 2018 EPCOT Building Code with the 2018 or other most current supplement thereof in effect at the time of the effective Contract date.
 - 3. Work must meet all requirements of the Land Development Regulations in effect at the time of the effective Contract date.
 - 4. The Contractor shall provide all building permits. Because the project is owned by the same entity as that which will issue the building permits, the permitting fees normally applicable are waived. It is necessary, however, for any contractor applying for building

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permits through CFTOD to request exemption from payment of the permitting fees for the reason stipulated herein.

C. Maintenance of Traffic (MOT) / Temporary Traffic Control (TTC):

1. The Contractor shall follow the Traffic Control Plans (TCPs) provided for the Project. Contractor is required to adhere to FDOT Standard Plans (Standard Design Index) 102-600 series and associated indexes for items not detailed in the TCPs. Contractor is required to submit for approval proposed TTC details when certain activities (i.e., structure component deliveries, excavations adjacent to traffic, overhead installations, etc.) require detailed operations to control traffic flow. Contractor shall include all such activities within their bid and expect to attend regular TTC Coordination meetings to discuss proposed operations. Should the Contractor request to deviate from the TCPs or request an alternate/additional detour or subphase, the Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified Temporary Traffic Control (TTC) individual plan prior to applying for the required permits from CFTOD Planning & Engineering. The TTC plans shall be in compliance with the Manual for Uniform Traffic Control Devices and applicable FDOT Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.
2. The Contractor shall provide a qualified traffic control crew to provide continuous maintenance of all traffic control systems at its expense, whenever traffic conditions warrant such control and whenever directed to provide such maintenance or adjustments by the CFTOD Construction Project Manager. This requirement shall also apply to all events requiring a vehicle to back up on a lane maintained for traffic or any other situation considered by the CFTOD Construction Project Manager to be dangerous.
3. The Contractor shall provide a qualified traffic control crew at its expense to inspect all traffic control systems in the presence of the Owner at the beginning and end of each work shift for a minimum of one hour after the start of the shift and a minimum of one hour before the end of the shift. The Contractor's crew shall make immediate corrections or adjustments to the TTC systems as required to conform them to the approved TTC plans or as directed by the CFTOD Construction Project Manager.
4. All TTC devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, and debris, and stains. The Contractor shall replace any TTC device that becomes damaged with a new device.
5. The Contractor shall construct and remove all temporary pavement as indicated within the drawings or otherwise deemed as necessary by the Owner.
6. Contractor shall provide a haul route for approval to Planning and Engineering. Hotel Plaza Boulevard cannot be used as a haul route. There are adjacent projects within the vicinity of the project site that may impact desired haul routes: World Drive North Phase III, Basin 407 Stormwater Modifications, and S-405 Gate Replacement at Bear Island Road. Refer to Section 10 of the Scope of Services detailed within this Exhibit A.

D. Lay Down Yard/Employee Parking Construction:

1. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site and is to be coordinated with and approved by CFTOD P&E, prior to mobilization. The Contractor shall contain all trade parking, inclusive of the Contractor itself, to designated contractor parking areas. Contractor is responsible for maintaining cleanliness of their assigned/approved area(s). No POV shall be parked within project limits.
2. Proposed laydown areas shall be coordinated with the Owner for exact material, equipment and personnel storage and parking, prior to implementation.

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3. No material, vehicles or equipment should be parked in adjacent wetlands or wooded areas at any time.
 4. Canal levees shall not be blocked for parking, laydown areas, or any other activities. Levee access must be maintained at all times during the duration of the project.
 5. Contractor Employees shall be transported from assigned parking areas to work areas by means provided by Contractor.
- E. Erosion and Sedimentation Control:
1. The Contractor shall design, furnish, install and maintain, at its expense, all necessary erosion control and wetland protection systems, such as silt fences, temporary retention basins, silt screens, synthetic hay bales, floating turbidity barriers, inlet protection systems, filter fabric, sandbags, sheet piling or other approved devices per the Land Development Regulations and Owner as required to prevent erosion and to protect the storm water systems and receiving waters. The Contractor shall be responsible for repairing and/or replacing any and all damage to the erosion protection devices. The Contractor shall maintain all erosion control systems until the Owner certifies that the punch list is complete.
 2. The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the forms included in the Specification Section 01560. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Contractor shall be advised CFTOD Planning and Engineering has 30 days to review SWPPP submittals, including both initial submittal and any request for additional information submittal. Contractors shall plan accordingly. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.
 3. **The Contractor shall prepare and submit the NOI (when required) to CFTOD Planning and Engineering for review. Only after CFTOD Planning and Engineering has reviewed and approved the draft NOI, shall the Contractor submit the NOI to FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.**
 4. The Contractor shall prepare and submit a Turbidity Control Plan if working within an active waterbody or within 15 feet of the top of slope (a.k.a the low maintenance zone) of an active waterbody (including lakes, canals, etc.). The Contractor shall be required to create a Turbidity Control Plan providing detailed information regarding means and methods and best management practices to prevent, contain and treat turbidity as may be encountered and generated during the course of work. This can also include items such as sheet pile/cofferdam information, bypass pumping, etc. that may be required to manage flow during course of work. Contractor shall be advised CFTOD Planning and Engineering has 30 days to review Turbidity Control Plan submittals, including both initial submittal and any request for additional information submittal. Contractors shall plan accordingly.
 5. The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner and upon approval by CFTOD Planning and Engineering.
 6. The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans (SWPPP).
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7. The Contractor shall submit any chemical products/treatment methods for turbidity to the Owner and CFTOD Planning and Engineering for approval prior to use. Contractor shall be aware certain products may not be allowed due to risks of environmental degradation.
8. The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Owner.
9. The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Owner.
10. The Contractor shall utilize lined trucks to haul muck or saturated soils off site.
11. The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

F. Survey and Lay-Out:

1. The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances.
2. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.
3. Refer to the Drawings for information regarding bench mark datum and coordinate system.
4. The Contractor shall preserve and protect all existing survey monuments within the limits of construction.
5. The Contractor shall provide the following specific survey tasks:
 - a. All surveying, engineering and layout required for the Work including but not limited to: (i) the limits of standard clearing and grubbing and (ii) drainage structure, utilities, roadway layout, etc.
 - b. All "rough" and "finish" grade stakes as required to perform the Work. Any re-staking required due to his or any other contractor damaging, or removing original stakes shall be performed by the Contractor and will not be the responsibility of the Owner.
 - c. Coordination with the Owner's survey consultant for verification of the Contractor's survey including, but not limited to, Contractor's field notes and temporary horizontal and vertical control points.
6. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**

G. De-Watering:

1. Dewatering, defined as the act of temporarily removing groundwater for the purpose of achieving a dry condition during construction, renovation and the installation or removal of underground utilities or systems, shall require regulatory permits from both the South Florida Water Management District (SFWMD) and the Florida Department of

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Environmental Protection (FDEP). Dewatering may include the use of well points, pit pumps, deep wells, vac trucks, sock drains or any other means for lowering the water table or removing water seeping from the ground into a pit, excavation, trench, etc. SFWMD regulates removing the water from the ground and the FDEP regulates the discharge of the water to waters of the State or the US. The contractor is required to obtain SFWMD permit coverage through CFTOD by completing the permit application listed below. The contractor receives permit coverage for the discharge of produced groundwater through the FDEP Construction Generic Permit for Storm water Discharge from Large and Small Construction Activities as long as the ground water is not within 1000 feet of a known contamination area. If the dewatering activities are within 1000 feet of a known contamination area please contact CFTOD Regulatory Compliance Supervisor, 407.828.2250 to obtain additional permit requirements.

2. De-watering pump activation (any size/capacity including surface pumping) is to be coordinated via request with CFTOD Planning & Engineering. Pre-Activation inspection is required by CFTOD Personnel for every activation. Advance requests are to be scheduled with CFTOD.
3. The Contractor shall apply for a de-watering permit(s) through CFTOD Planning and Engineering. Contractor shall be advised CFTOD Planning and Engineering has 30 days to review dewatering submittals, including both initial submittal and any request for additional information submittal. Contractors shall plan accordingly. In addition, Contractors shall be aware that SFWMD has a 14 day additional review time for dewatering approvals. CFTOD Planning and Engineering shall perform all SFWMD coordination, contractors will be notified of any request for additional information or approval via final dewatering approval. The Contractor shall not begin any dewatering activities until CFTOD Planning and Engineering has approved the proposed activity. The following information is required by CFTOD Planning and Engineering to apply for the permit:
 - a. Name of Contractor.
 - b. Site location plan showing task specific dewatering locations.
 - c. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed.
 - d. Proposed methods of construction.
 - e. Estimating pumping rates and duration of pumping.
 - f. Known volume to be discharged from vessels installed in the wet.
 - g. Estimated depth of drawdown.
 - h. Anticipated radius of the cone influence.
 - i. Proposed points of discharge.
 - j. Site water routing from excavation to storm water retention area.
 - k. Proposed groundwater and surface water monitoring plans.
 - l. Any other sites and tasks specific characteristics worthy of consideration.
 - m. Hydraulic information (i.e. normal pool and seasonal high-water elevations) of any wetlands and surface waters within of adjacent to the proposed dewatering activities.
 - n. Monthly withdrawals will need to be submitted to CFTOD the first of each month once the dewatering starts.
 - o. Information shall be submitted through BIM 360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify assigned CFTOD Planning & Engineering personnel via the Review Status form on BIM 360. For BIM 360 information, please contact CFTOD at 407.828.2250.
 - p. If the Contractor utilizes a sock drain to accomplish its de-watering, then the Contractor shall remove the sock drain when the de-watering work is completed.

H. Clearing:

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1. The Contractor shall provide all clearing and grubbing as needed in performance of the work. Tree pruning, as required, is to be performed/supervised by an approved certified arborist as deemed necessary by the Owner.
2. No burning will be allowed on site. The Contractor shall remove all cleared vegetation (grasses, plants, bushes, shrubs, trees, etc) from the site and dispose of it legally off site. Existing grasses/sod removed (strippings), as required for construction, shall be disposed of off-site at the contractor's expense and not utilized for embankment, backfill, or prepared soil layer of any kind unless approved by the Owner.
3. The Contractor shall remove all irrigation systems within the limits of the Work as required for the construction of the improvements. The Contractor will be required to retain the services of a CFTOD approved irrigation company to make any repairs and adjustments due to the Contractor's construction activities as directed by the CFTOD Construction Project Manager.
4. The following contractors have worked within the boundaries of Central Florida Tourism Oversight District (CFTOD) property in the past. By providing this list, CFTOD does not make or imply any qualifications or statements as to the performance or standing of these firms and the bidder is at their own risk while contracting or working with them:
 - a. BrightView LLC
 - b. Commercial Landscape and Irrigation Inc.
 - c. Cepra Landscape LLC
 - d. Down To Earth Landscape and Irrigation LLC
 - e. Newberg Irrigation Inc.

I. Utilities:

1. The Contractor, with guidance from the Owner shall coordinate all utility construction efforts with the utility owners – Reedy Creek Energy Services (RCES) RCES requires coordination for inspections of their new and existing utilities. RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include, but are not limited to, Smart City Telecom (data and communications fiber optic and wire), CFTOD (traffic fiber optic), and WDW Telecom (Disney fiber optic), Spectrum, Duke, Summit Broadband, TECO, & AT&T.
2. The Contractor shall identify and protect all existing utilities within the limits of the work.
3. Except as otherwise explicitly indicated on Drawings or called for in the Specifications, do not cut, alter, remove or otherwise disturb any existing improvement or construction or disturb any existing utilities without the approval of the CFTOD Construction Project Manager.
4. The Contractor shall immediately restore to service and repair any damage caused by it to any existing utilities which are not scheduled for removal, discontinuance or abandonment, or which have not been released by the Owner and jurisdictional agencies for removal, discontinuance or abandonment, even if so scheduled.
5. Temporary Supports for existing Utilities: The Contractor shall provide all necessary temporary supports required to protect any and all existing utilities prior to commencing Work. Any damage to existing in-service utilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of RCES or appropriate utility company prior to installation by the Contractor.
6. The Contractor shall strictly adhere to utility notice and excavation permit provisions specified in Section 2.13 of Section 01010 of the project manual. The RCES Utility Locate Office will locate primary utility services. It will not locate secondary services. Secondary services include roadway lighting systems, irrigation systems, and electrical power systems for the existing lift station. All such services shall be maintained and/or relocated without interruption to existing services. The Contractor shall hire a private utility locate service to identify and locate all secondary utilities within the limits of the Work

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7. Locating services provided by the RCES Locating Services Office 10T13T, Sunshine 811 and by any private secondary locating technician are confined to surface markings and flagging only. The Contractor shall hand dig and soft dig as required to determine the depths of all utilities. All such hand digging and soft digging shall be included in the Lump Sum Contract amount.
 8. In the case of a conflict between the RCES specifications and the CFTOD specifications, generally the CFTOD specifications shall supersede the RCES specifications. The final determination shall be made by the CFTOD Construction Project Manager. This is notwithstanding provisions contained elsewhere in the general conditions.
 9. Any temporary or permanent utility (potable water, reclaimed water, sanitary water, gas, chilled water, etc.) connection to existing facilities will require advance coordination between Contractor, Owner, and RCES in all cases.
 10. Contractor is strictly prohibited from adjusting, closing, or opening any mechanical valves on RCES, CFTOD or Resort utility systems. Utilization/adjustment of valves for any reason requires advance coordination between Contractor, Owner, Resort Owner, and RCES in all cases. The utility Owner(s) must be present to supervise/perform any and all valve operations.
- J. Construction:
1. The Contractor shall construct all areas as shown on the drawings.
- K. Subsoil Excavation and Removal:
1. The project includes Subsoil excavation and removal. Subsoil removal shall be defined to include any excavated material unsuitable for construction ("muck", peat, buried construction debris, rubbish, buried vegetation, buried trees, etc.).
 2. Limits of removal will be governed using stationing and lines/grades as depicted within the contract documents, FDOT specifications, FDOT Standard Plans, and approved modifications thereto by the CFTOD Construction Project Manager.
 3. Measurement and payment will be governed by FDOT Specifications and the latest CPAM standards.
 4. Subsoil removal limits are anticipated to be extended in width, further than shown in the roadway cross sections in some areas to accommodate adjacent underground installations. The contractor is to anticipate subsoil removal beyond associated limits depicted within the plans.
 5. If unsuitable materials (as defined above) are encountered in other areas of the project, Unit Cost Rates for "Subsoil Excavation" and "Embankment" as submitted/approved within "**Exhibit B**" Schedule of Unit Prices will govern additional costs.
- L. Directional Boring/Jack and Bore:
1. Before any Boring operation can commence, all known utilities and underground infrastructure within the proposed path must be located with positive identification.
 2. A proposed bore path profile showing all identified infrastructure and their locations is to be submitted for approval prior to proceeding with installation.
- M. Soil Amendment:
1. Contractor shall engage the services of a qualified agricultural soils testing laboratory to perform soil testing services of all typical areas to be planted as stated. The Contractor shall pay for all costs and fees associated with the soils testing.
 2. The Contractor is responsible for all costs to amend the soil based upon the application rates.
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N. Landscape Work:

1. The Contractor shall guarantee all Work for a period of one (1) year after the Owner certifies that the Punch List is complete.
2. When the Contractor has completed the Work as indicated on the drawings the Contractor shall notify the Owner and request its review. The Owner will provide art direction regarding the final adjustments of the landscaping, which may require additional plantings or relocations of plantings by the Contractor until the Owner is satisfied with the aesthetic appearance of the final landscape. The Contractor shall include reasonable equipment and man-power time to make field adjustments as specified by the Owner.
3. The Contractor shall provide all trees, palms, shrubs, ground cover and sod shown on the drawings.
4. The Contractor shall treat all of the soil with fertilizer as specified.
5. The Contractor shall remove all weeds and undesirable vegetation from the landscaping areas. The Contractor shall keep the landscaped areas weed free until the project reaches final completion.
6. The Contractor shall remove all rocks and small debris from the planter areas prior to planting landscaping.
7. The Contractor shall schedule inspections at plant nurseries with the Owner prior to delivery (if applicable). The Owner shall determine the condition of the shrubs and trees. Inferior quality or non-compliant material shall not be installed. If installed, removal of such material will be performed at the Contractor's expense.
8. The Contractor shall field stake the location of all plant material and bed outlines prior to initiating installation for the review and approval of the Owner.
9. The Contractor shall guarantee all landscaping, including grasses, sod, trees, palms, shrubs, and aquatics, to be alive and in satisfactory growth at the end of the maintenance period.
10. The Contractor shall dig test holes in all planting beds prior to plant installation. The Contractor will verify the soil conditions and accept sole responsibility for all plant material installed.
11. The Contractor shall bear all costs of soils, testing and amendments etc. associated with the Work and included in the Specifications. Prior to commencement of the landscape planting Work the Contractor shall provide complete soil tests as required.
12. The Contractor shall field-adjust plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground hardscape elements, roadway lighting, traffic signal poles and equipment, regulatory signs, and other elements of the infrastructure. All such changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner.
13. The Contractor shall promptly provide all photo documentation, certificates, samples and other submittal data required by the Contract Documents and in accordance with the Milestone Schedule. The Contractor shall schedule inspections of the nurseries with the nurseries and with the Owner. The Contractor shall accompany the Owner to each nursery to assist in tagging the trees selected to be delivered to the site. In addition, the Contractor shall provide 48 hours advance notice to the Owner of each delivery from the nurseries and afford the Owner the opportunity to inspect the trees prior to their installation. All trees shall be subject to approval by the Owner before they are planted by the Contractor.

O. Sod:

1. Contractor shall replace all sod, with like kind, if damaged by its operations.

P. Irrigation:

1. The Contractor shall provide all irrigation systems as indicated on the Drawings.

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2. The Contractor shall locate the existing main line and existing points of connection if any are existing at the beginning of its Work.
3. The Contractor shall tap into the existing irrigation main and construct the new points of connection as shown on the Drawings.
4. The Contractor shall provide electrical power and communication wire to all irrigation controllers. The Contractor shall provide the meter cans and electrical panels for all of the controllers. The Contractor shall extend all power wiring from the distribution panels to the irrigation controllers.
5. The Contractor shall install all tree irrigation as shown on the Drawings.
6. The Contractor shall install new sleeves as noted on the drawings. Where directional boring is required, the Contractor shall hire an experienced driller and licensed underground utility contractor to perform the directional bore work. The Contractor shall submit all bore logs upon completion of each bore and submit a final bore log package to go along with the as-builts at the completion of the project.
7. The Contractor shall repair and restore to new condition any and all grades, landscaping, sod, utilities, or sleeves that are damaged during the installation of the irrigation system. The Contractor shall coordinate its activities with the Separate Contractors to ensure all sleeves are installed in a timely manner consistent with the schedule provided by the Separate Contractors.
8. No landscape planting shall commence prior to the Contractor having the ability to adequately water such plantings either by hand or through the use of an irrigation system. The Contractor shall be responsible for watering all plantings if the irrigation system is not operational.
9. The Contractor shall be responsible to maintain the irrigation system in such a manner to prevent plant stress due to lack of water. Planted material that becomes stressed beyond recovery, shall be replaced by the Contractor at no additional charge. If temporary irrigation systems are required to meet the Milestone Schedule, the Contractor shall provide such temporary systems.
10. Contractor shall coordinate all planting work with irrigation work and shall be responsible for all hand watering as required to supplement irrigation watering and rainfall. The Contractor shall be responsible for supplemental hand watering in all planting areas, regardless of the status of the irrigation.
11. All irrigation pipe and control wire must be inspected by the Owner prior to backfilling on a daily basis. The irrigation mains shall be tested according to the Specifications and the Owner must witness all pressure tests.

PART 2 – GENERAL INSTRUCTIONS & STANDARDS FOR THE CONSTRUCTION WORK

2.01 General Requirements

- A. The Contractor shall provide all services and necessary items of expense, including but not limited to, labor, material, trucking, transportation, equipment, hoisting, scaffolding, power, supervision, appliances, layout and all other services and items of expense required for the complete performance of all Work in accordance with the Contract Documents.
- B. Cost Loaded Schedule
 1. The Contractor shall cost load their monthly progress CPM schedule submittals, in order to provide projected monthly cash flows to the Owner.
- C. Proposed Staffing Plan
 1. Contractor shall submit with its Bid Proposal a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, field work, and administrative services required. The Contractor shall identify the key person to

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be placed in responsible charge of the work. The CFTOD Construction Project Manager and key personnel within each discipline shall be identified and past experience of each, as it relates to this Project, shall be discussed. Other items to be included in the discussion of the staffing plan are:

- a. Work force capabilities of the firm.
- b. Work force commitment for the Project.
- c. Key staff resumes.

Note: The Contractor is required to have a certified inspector onsite for SWPPP and MOT/TTC at all times.

2.02 Job Site Access / Use of Job Site

- A. A haul route will have to be provided by the Contractor for CFTOD Planning and Engineering review and approval. The Contractor shall utilize lined trucks to haul muck or saturated soils off site (if required) and shall utilize only those hauling routes prescribed or approved by the Owner for hauling to and from the site. For each and every occurrence that the Contractor or its Subcontractor(s) utilize a haul route that is not prescribed by, or otherwise expressly approved by, the Owner shall deduct from the Contract Sum, the sum of \$500.00 a day.
- B. Vehicular traffic to the Job Site is limited to vehicles required to deliver labor and materials. On-site parking for vehicles shall be limited to those areas designated by the Owner and shall be limited to company work vehicles actively working on site. Vehicles not actively supporting Job Site operations are not permitted to remain on site. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. When it is designated, the Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage area.
- C. The Contractor is responsible for the routing of all construction personnel and traffic required in the performance of the Work and shall ensure compliance with any special instructions pertaining to such routing as established by the CFTOD Construction Project Manager.
- D. Lunch and break areas are confined to the immediate job site area, within the limits of construction. Tradesmen shall be prohibited from patronizing the restaurants in the adjacent development.
- E. The Contractor shall confine its use of the job site to those activities directly relating to the performance of the Work. No other use of the job site will be permitted without the express written approval of the CFTOD Construction Project Manager.
- F. The Contractor shall provide all necessary flagmen, barricades, and MOT/TTC devices necessary for safe and proper traffic control. The Contractor is advised that it is responsible for all construction personnel and traffic routing logistics required in the performance of its work.
- G. The Contractor shall provide all necessary temporary water retention basins, turbidity control, and silt fence, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining Central Florida Tourism Oversight District and Walt Disney World ponds, lakes, wetlands, or canals become contaminated due to the Contractor's actions or inactions, the cost to flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or canals shall be paid for by the Contractor. Any fines and / or penalties assessed for contamination of these water bodies, due to the Contractor's actions or inactions, shall be paid for by the Contractor.

2.03 Coordination

- A. The Contractor shall coordinate with the CFTOD Construction Project Manager to allow for all materials testing. The Owner shall pay for costs associated with the initial testing but the Contractor

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shall be liable for costs associated with retesting as a result of initial test failure due to deficiencies in the Contractor's work efforts.

- B. The Contractor shall coordinate its work with the CFTOD Construction Project Manager and with the Owner's Separate Contractors. The Contractor shall sequence its Work, as required by the CFTOD Construction Project Manager, with the work of the Owner's Separate Contractors at no additional cost to the Owner.
- C. Contractor is required to coordinate its efforts with the Owner for service connections for on-going development adjacent to this project, at no additional cost to the Owner.
- D. The Contractor is required to coordinate with the delivery of any and all Owner Furnish, Owner or Contractor installed items.
- E. The Contractor shall coordinate with the CFTOD Construction Project Manager for site access/control for The District Fire Department.
- F. The Owner, reserve the right of access to any part of the job site, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

2.04 Worker Conduct and Clothing

- A. The Contractor is responsible at all times for the proper conduct of its personnel and that of its subcontractors and suppliers. The Contractor shall restrict its personnel to the job site and immediate vicinity thereof and shall endeavor to prevent discordant relationships between its personnel and that of any adjacent property owner or resident.
- B. The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.
- C. The Contractor shall ensure its personnel are properly dressed with O.S.H.A. approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The Owner shall solely determine whether any such clothing is or is not permissible.

2.05 Surveying

- A. Refer to Specification Section 01050 – Field Engineering, contained in the Project Manual, for specifications governing field engineering and surveying.
- B. The Contractor shall inspect the site, observe the existing conditions and grades, and make reasonable measurements to verify existing conditions prior to its bid.
- C. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings and the accuracy the as-built drawings provided by the Owner's Separate Contractor. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings and as-built drawings. All claims shall be made in strict accord with Article 13 of

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the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.

- D. The Contractor shall verify forms prior to pouring, or placing, critical components of structures.
- E. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**
- F. The Contractor verify the location of all existing utilities or obscured existing improvements or construction indicated on Drawings to be proximate to or affected by the Work prior to commencement of excavation or demolition in any given area.

2.06 Testing and Inspection

- A. Refer to Specification Section 01455 – Testing & Inspection Services, contained in the Project Manual, for specifications governing soils and materials testing and inspection. The Owner reserves the right to re-test and approve or disapprove the results of the Testing and Inspection.
- B. The project specifications utilize Florida Department of Transportation specifications governing acceptance of materials used in the performance of the Work. Because the Owner has no affiliation with the Florida Department of Transportation’s materials testing laboratories where such materials are deemed acceptable, the Owner has developed an alternative Materials Acceptance Criteria Matrix governing the manner in which materials will be accepted on the project. Contractor shall refer to attached Division 2 through Division 3 Specifications prepared by Central Florida Tourism Oversight District.

2.07 Surface Water Management and Environmental Controls

- A. The Contractor shall provide and maintain all necessary erosion control in accordance with paragraph 1.03-E above, the plans, and Specification Section 01560, entitled Erosion Control and Dewatering, contained in the Project Manual.
- B. The Contractor shall submit for approval any and all Erosion and Sedimentation control measures necessary/required to remedy waterway conditions negatively impacted by or resulting from contractor operations. Contractor will implement such approved measures at no additional cost to the owner.

2.08 Temporary Fencing

- A. Geogrid Fencing and Silt Barriers:
 - 1. When required by the Contract Documents, geogrid fencing and silt barriers shall be provided and maintained along the boundaries of all designated tree preservation and protected wetland areas. The Contractor shall not disturb the trees or vegetation within such areas unless directed otherwise by the Owner.
 - 2. Geogrid fencing shall be provided and maintained along jurisdictional wetland buffers excluding those wetlands (if any) to be removed under this Contract. Silt barrier shall be provided and maintained along areas designated on Drawings.
 - 3. The Contractor shall inspect all geogrid fences and silt barriers daily and shall immediately make necessary repairs to any damaged or improperly functioning geogrid fences and/or silt barriers.

2.09 Permits and Permit Fees

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- A. All Permits required for any part of the Contractor's Work (except those permits obtained directly by the Owner, as further enumerated below) shall be procured and paid for by the Contractor. This shall apply also to those permits required to be obtained by the Contractor in the name of the Owner for the Owner's own temporary construction office facilities, if any. The costs for the required permits (except those permits obtained directly by the Owner) are included in the Contract Sum. Before applying for any permit, the Contractor shall present a draft application to the Owner for review.
- B. The Contractor shall apply for a de-watering permit during the pre-construction phase. The Contractor shall prepare and submit the NOI to the Owner prior to submitting to the FDEP during the pre-construction phase. In addition, the Contractor shall apply for any and all permits that are required by CFTOD Building and Safety and CFTOD Planning and Engineering during the pre-construction period.
- C. The Contractor shall obtain, secure and pay for the following permits:
 - 1. NOI NPDES – EPA Environmental Permit
 - 2. County Recorded NOC
 - 3. SWPPP, Turbidity Control Plan and Dewatering Permit (see Specification Section 01560)
 - 4. CFTOD Haul Permit
 - 5. RCES Dig permit
- D. The Owner shall provide to the Contractor the following:
 - 1. N/A.
- E. The Contractor shall submit to the Owner a copy of ALL permits required to be obtained by this Contractor, which are required for the performance of this Work.

2.10 Job Site Cleanliness, Construction Operations Upon and Affecting the Use of the Project Site

- A. Refer to Specification Section 01710 – Cleaning, contained in the Project Manual, for specifications governing cleaning and job site cleanliness.
 - B. The Contractor shall cause no dirt or debris to be deposited on any public or private roadways and must clean up same in an expeditious manner if such dirt or debris occurs due to this Contractor's operation. If the Contractor fails to perform, clean-up will be performed by others and all costs for same will be deducted from monies due or owing the Contractor.
 - C. The Contractor shall clean the tires of all vehicles as they exit the job site and enter onto the public roadway or private driveways. The Contractor shall provide rotary power broom equipment on site for daily sweeping as needed and as requested by the Owner.
 - D. The Contractor shall use "whisperized" construction equipment. Noise levels shall be within those levels acceptable by the authorities having jurisdiction.
 - E. Material deliveries shall generally be made during normal working hours. Where special deliveries must be made at other times Contractor shall request approval of same. If such request is approved Contractor shall arrange for the proper labor force to receive and unload materials promptly.
 - F. The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner will not provide any security for material and equipment stored on site for contractors working at the Project site.
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- G. On site storage of fuel will not be permitted without prior written approval of the Owner and approval from all appropriate local, state, and federal agencies having jurisdiction.
 - H. Any and all damage to property resulting directly or indirectly by the Contractor's operations, or those of its subcontractors, shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Owner.
 - I. Daily clean-up of the construction areas will be strictly enforced. Excess materials or accumulation of debris shall not encumber the site.
 - J. If, in the judgment of the Owner, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials; and, in the event the Contractor fails to correct the situation, the Owner reserves the right to take any action it deems necessary to correct the situation and shall back charge the Contractor for the full cost of the corrective action.
 - K. The Contractor shall provide a final clean prior to turnover.
 - L. All construction activities that may have any effect on any adjacent landowner's operating systems or facilities must first have the final approval of the Owner before they are initiated. The activity description, schedule time and duration, and areas affected must be submitted to the Owner at least 72 hours in advance to obtain this approval.
 - M. Work activities that affect the environment of guest operations (noise, visual intrusion, safety, odor, dust and dirt, etc.) may be restricted to other than normal operating hours.
 - N. Cranes and draglines shall be boomed down at the end of each workday and during periods of inactivity during the workday.
 - O. Any maintenance to construction equipment on-site, which may be considered by the Owner to have the potential to contaminate the existing earth, will not be permitted.
 - P. Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.
 - Q. The Contractor will be responsible for safely barricading open excavations that may present hazards.
 - R. **The Contractor shall hire Mid Florida Materials to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material from the job site. Contact Noah (Tel: 407.607.9359) or Lisa (Tel: 407.607.9345), a minimum of 24 hr. in advance of waste pick-up. No other firm, entity or agency is authorized to provide solid waste service within the District unless permitted in writing by the District. Such service includes Class I, Class III and Construction and Demolition Debris service. Any firm, entity or agency found to be providing such service within the District without written permission from the District shall be required to remove any solid waste containers associated with this service within 48 hours of notification. Failure to do so will result in the impoundment of said containers by the District. Release of said impounded containers to the owner will require payment of a storage fee of \$100/container each day.**
 - S. The Contractor shall legally dispose of all excess soils generated by the Work.
 - T. On-site security is the responsibility of Contractor. Observe security requirements established by Central Florida Tourism Oversight District and adjacent landowners. Coordination and all questions with regard to security shall be directed to the CFTOD Construction Project Manager.
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2.11 Existing and Adjacent Roadways and Utilities

- A. The Contractor will maintain access to roadways at all times. The Contractor shall create no open cuts or other obstacles on roadways or walkways without explicit approval of the CFTOD Construction Project Manager. Authorized cuts must be bridged to permit vehicular and pedestrian traffic to continue without delay or hindrances. Any work that must be performed which may result in delays to public traffic or re-routing of traffic must be coordinated with the CFTOD Construction Project Manager.
- B. Wherever possible, the Contractor shall arrange work so there will be no service interruptions of any existing systems. Whenever service interruptions are necessary, the Contractor shall secure the advance approval of the CFTOD Construction Project Manager and jurisdictional agencies as to the time and date such interruptions will be permitted. The Contractor shall return all services back into operation as soon as possible, including working on an overtime basis, if deemed necessary by the CFTOD Construction Project Manager, at no additional cost to the Owner.
- C. All existing conditions off the immediate Project site that are disturbed due to Contractor's activities must be restored by the Contractor to pre-construction conditions.
- D. The Contractor shall restore all existing grade, existing sod, and existing irrigation it disturbs. Restore all affected areas to existing conditions or better.
- E. RCES, CFTOD, WDW and other Utility Owners all have existing infrastructure within the project limits. The Contractor shall preserve and protect all such infrastructure during the performance of its Work. The Contractor shall sequence its Work in cooperation with the utility companies and as required to work around the existing infrastructure without damaging it until it is relocated. Once relocated, the Contractor shall preserve and protect the relocated infrastructure throughout the remaining duration of the work. Contact information is provided on the drawings.

2.12 Temporary Facilities

- A. The Contractor shall provide generators for temporary construction power.
- B. The Contractor shall provide temporary portable toilets for use by its tradesmen, and shall be located out of view from the traveling public at locations approved by the CFTOD Construction Project Manager.

2.13 Notification to Utility Companies and Excavation Permit

- A. Utility Locate Tickets:
 - 1. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida. Any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
 - 2. There are two types of utility locate requests:
 - a. Standard Locate requests:
 - i. Used when no portion of the excavation will be underwater
 - ii. Request must be submitted a minimum of three (3) full business days before excavation. If the excavation site is in an area that is underwater,

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- the request must be submitted ten (10) full business days before excavation. Three (3) full business days represents a time period of 72 hours, not including the day the locate ticket is requested, weekends or holidays. Day one begins at 12:00 a.m. the day AFTER the locate ticket is requested.
- b. Submit request to Sunshine 811 Notification system.
 - i. Call 811 or enter the request via the internet at <http://www.online811.com>
 - ii. Write down the Sunshine 811 locate ticket number
 - c. Contact the Reedy Creek Energy Services (RCES) Utility Locate Office via email at utilitylocates@disney.com to locate the existing utilities in the area.
 - i. Provide the Sunshine 811 locate ticket number.
 - ii. Mark up the RCES supplied map to show the limits of the excavation that will occur within the following thirty (30) days.
 - d. Emergency Locate requests:
 - i. An emergency is defined by Chapter 556.109, Florida Statutes 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 a member's underground facility; or any impairment of public roads or utilities that requires immediate repair, as determined by FDOT or another affected political subdivision.
 - ii. Work-scheduling problems are not considered an emergency.
 - e. If prior to 7:00 AM or after 4:00 PM on weekdays, or anytime on weekends or holidays, call the RCES Control Room Emergency Number at 407.824.4185. Provide the nature of the emergency and exact location.
 - f. Call Sunshine 811.
 - g. Provide the Sunshine 811 locate ticket number to the RCES Control Room.
 - h. Approved excavators can request emergency tickets using Internet Ticket Entry. Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.
- B. Have the area subject to the request marked on the ground using the "white line" method recommended by Sunshine 811. If the area is a sensitive "on-stage" area where marking is not desired, meet the locators at the site and define the actual extent of the area to be located. Follow the Low Impact Marking Guidelines defined in Chapter 556.114, Florida Statutes.
- C. DO NOT BEGIN EXCAVATION until you have:
- 1. Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions AND
 - 2. Been notified by Sunshine 811 that all public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, etc.) have responded to the locate request. This is automatically sent to you if you provide an e-mail address during the locate ticket request process. Or you can access them manually by calling 800.850.8257 or using the internet at the web address noted above.
- D. NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Central Florida Tourism Oversight District and for notifying specific WDW organizations that have underground facilities within CFTOD (WDW Irrigation, WDW Telecom, and WDW Video Technology). RCES is not responsible for location of "secondary" facilities – those lines (electric, water, sewer, etc.) that are on the customer side of the meter or any other similar lines on the customer's property. The Locate Ticket you will get from RCES will specifically indicate that the excavator must also contact
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the property owner / customer to obtain information on those secondary lines. The customer may require that the excavator locate such lines.

- E. During Excavation:
1. Protect exposed underground facilities.
 2. Keep the locator marks visible throughout the excavation period or request a reissue of the locate.
 3. STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) or if you expose any warning tape or red concrete and contact the facility owner directly.
 4. 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 using any mechanized equipment within the tolerance zone, supervision is necessary.
 5. Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.
 6. Issuance of a utility locate ticket does not relieve the excavator of the responsibility of exercising due caution for unknown or miss-allocated underground utilities.
 - a. The Utility Locate Ticket shall not be construed as a building permit.
 - b. When a utility requests an area to be "HAND-DUG" it means HAND DIG ONLY.
 7. The Owner reserves the right to stop excavation at any time for the following reasons:
 - a. The Utility Locate Ticket is not present at the work site.
 - b. The excavation is not in compliance with WDW, RCES, or CFTOD rules and regulations.
 - c. The excavation is endangering personnel, equipment, or existing utilities.
 - d. No restitution will be made for work stoppage for violations of the above-mentioned causes.

2.14 Safety Requirements

- A. The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use. The certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.
- B. Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.
- C. Contractor shall provide a Severe Weather Preparedness plan and obtain approval prior to commencing work. The Severe Weather Preparedness plan will follow the guidelines of CFTOD's "Required Storm Preparation Procedures", dated June 2017. The costs incurred as a result of the implementation of this plan on this contract will be the responsibility of the Contractor.
- D. Contractor is required to start all meetings or briefings with a "Safety minute or thought of the day".

PART 3 – SPECIAL INSTRUCTIONS

3.01 Work Hours

- A. Normal hours of work shall be between 7:00 AM and 5:00 PM Monday through Friday. All work requiring a temporary lane closure may need to be performed between 11:00 PM and 7:00 AM Sunday through Thursday.

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- B. Contractor shall obtain approval from the Owner at least 72 hours prior to scheduling any work to be performed during hours other than the normal (7:00 am to 4:00 pm) work hours or on Saturdays, Sundays, or legal holidays.
- C. The Contractor shall pay for the cost of all standby trades or premiums for work on Saturdays, Sundays, and Holidays when the schedule or job site conditions require such work.

3.02 Restrictions Governing Certain Construction or Demolition Activities

- A. Work Restrictions
 - 1. Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:
 - a. Christmas through New Years
 - b. July 4th
 - c. Easter/Spring Break
 - d. Memorial Day
 - e. Labor Day
 - f. Thanksgiving
 - 2. Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.
 - 3. Special events may occur throughout the year that may require the Contractor to accommodate (runDisney, etc.).
- B. Direction drill, drilled shaft, jack and bore spoils
 - 1. Spoils from auger operations, drilling, and jacking operations are to be disposed of properly offsite at no additional cost to the Owner.
 - 2. All fluids (slurry) generated by directional drill/auger operations must be legally disposed of outside of the Central Florida Tourism Oversight District and outside of the Walt Disney World Resort. The RCES Composting Facility no longer accepts drilling fluids.
- C. Miscellaneous
 - 1. N/A.

3.03 Material and Equipment Storage Limitations

- A. Limited storage space will be available at the job site and on-site storage will be subject to approval of the Owner. All stored material must be neatly organized and stacked, subject to advance approval by the Owner. The Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage areas.
- B. The Contractor shall supply materials to the Job Site on a just in time delivery strategy in order to minimize storage of materials on site.
- C. The Contractor shall relocate stored materials or equipment at its expense when directed by the Owner.

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- D. The Contractor shall cooperate and coordinate with the Owner and all other Separate Contractors regarding the placement and storage of materials and equipment in order not to encumber the areas prior to and during the performance of the Work.
 - E. The Contractor shall be solely responsible for the securing and safekeeping of all of its on-site materials, tools and equipment. **If the Contractor is to leave any materials on site after work hours, it shall be secured in a conex, or a fenced in area at the Contractor's expense.**
 - F. The Contractor shall use "whisperized" construction equipment. The Contractor shall be prepared to schedule work of extreme noise levels at times established by the Owner.
 - G. Material deliveries shall be made during normal working hours unless otherwise arranged with the Owner. Where special deliveries must be made at other times, the Contractor shall arrange for labor forces to receive and unload as promptly as possible.
 - H. The Contractor shall not store fuel on site.

PART 4 – ATTACHMENTS

4.01 Supplemental Information

- A. See Specification Section 00850.

PART 5 – CLARIFICATIONS

- 5.01 The work hereunder is not subject to, nor governed by, union and/or trade agreements.

END OF SECTION 01010

Exhibit K - Specification Section 01020 - Electronic Document Processing Service

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Section 01020
Electronic Document Processing Service
Revised March 10, 2026

**SECTION 01020
ELECTRONIC DOCUMENT PROCESSING SERVICE**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. 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 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 Contractor’s contract pertains, via Bim360® as directed by the Owner.
- B. Sending documents via email, FTP or paper will not be accepted absent the express permission of the Owner’s designated document control administrator (hereafter “Administrator”), which permission shall not be unreasonably withheld.
- C. The fee for the web-based software shall be paid by the Owner. The number of users directly employed by the Contractor will not be limited.
- D. The Contractor shall use the web-based software to provide and update status logs, reports, searching and automated notifications.
- E. The web-based software provides integrated web-based markup tools. All users shall be able to modify (“markup”) a centralized file to eliminate redundancy of file modification efforts.
- F. The Contractor shall utilize Bim360® as directed by the Owner to automatically route documents to the Owner, its separate consultants, and its separate contractors, project, program and construction managers to ensure that documents will automatically be sent to design team and construction team users based on trade or discipline. The Owner will designate a single person as Administrator of each system and that person shall, among other things, grant specific user interface permissions and restrictions based upon each individual user’s need, and for which the Administrator shall have sole and absolute discretion.
- G. The Contractor acknowledges that it has reviewed the terms of use required by BIM360® and further stipulates that it will accept the standard terms of use and shall utilize BIM360® for the purposes stated herein.

END OF SECTION 01020



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

Exhibit L - Project Specific Safety Plan with Sample Form
PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Example Format:

PROJECT SPECIFIC SAFETY PLAN

Project Name
Contract #
Maximo #

Contractor:		Date:		Project Start Date:	
-------------	--	-------	--	---------------------	--

1.1.1 Contacts / Responsibilities:

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

1.1.2 Scope of Work:

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)

Exhibit L - Project Specific Safety Plan with Sample Form
PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Narrative Overview:

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

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

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

The scope shall also identify the following:

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

1.1.3 Job Safety Analysis (JSA) / (Hazard/Risk Matrix): The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices 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 Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

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

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

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

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

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

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

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



Central Florida Tourism Oversight District

Project Water Control Structure S-405A Gates Replacement (ITB #C006985)

Issued on 11/26/2025

Item Num	Section	Description	UOM	QTY	Granite Construction Company (Tampa, FL)		Ballard Marine Construction (Brandenton, FL)	
					Unit Price	Line Total	Unit Price	Line Total
1	General Conditions	Project Management	MO	9	\$5,000.00	\$45,000.00	\$55,806.66	\$502,259.94
2		Monthly Schedule Updates	MO	9	\$1,000.00	\$9,000.00	\$2,056.98	\$18,512.82
3		Submittals and Shop Drawings	LS	1	\$60,000.00	\$60,000.00	\$34,108.11	\$34,108.11
4		Daily Reporting	MO	5	\$1,000.00	\$5,000.00	\$1,715.54	\$8,577.70
5		Mobilization and Demobilization	LS	1	\$127,000.00	\$127,000.00	\$276,731.19	\$276,731.19
6		Field Coordination and Layout	MO	5	\$20,000.00	\$100,000.00	\$16,925.76	\$84,628.80
7		Erosion and Sedimentation Control	LS	1	\$75,000.00	\$75,000.00	\$27,290.48	\$27,290.48
8		Dewatering (Temp Sheet Pile, Survey/Elevation of Sheet Verification, Bypass Pump)	LS	1	\$400,000.00	\$400,000.00	\$456,627.22	\$456,627.22
9		Site Stabilization	LS	1	\$50,000.00	\$50,000.00	\$146,734.51	\$146,734.51
10		Maintenance of Traffic (MOT)	LS	1	\$15,600.00	\$15,600.00	\$29,800.37	\$29,800.37
11		Performance and Payment Bonds	LS	1	\$12,000.00	\$12,000.00	\$17,786.00	\$17,786.00
					Subtotal	\$898,600.00		\$1,603,057.14
12	Stormwater Structure	Remove Existing Gates (Removal of gates and desposial of gates and existing ballast weight, removal of existng bearing housing from existing gate)	LS	1	\$150,000.00	\$150,000.00	\$111,665.98	\$111,665.98
13		Furnish & Install New Amil Gates (Automatic Water Control Structure, & Ballast weight)	LS	1	\$700,000.00	\$700,000.00	\$1,329,044.42	\$1,329,044.42
14		S-405A Water Control Structure Repairs (cleaning, repairing conc. Spalls, and coating of structure surface, etc.)	LS	1	\$52,000.00	\$52,000.00	\$162,896.73	\$162,896.73
15		Safety Chain Post Replacemet	EA	1	\$6,000.00	\$6,000.00	\$3,157.63	\$3,157.63
					Subtotal	\$908,000.00		\$1,606,764.76
					Basis of Award	\$1,806,600.00		\$3,209,821.90

Intent to Award: Granite Construction Company

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.5

Board Meeting Date: 03/27/2026

Subject: Approval of the 2026 “A” Unit Collective Bargaining Agreement

Presented By: Eric Ferrari, Fire Chief

Department: Fire Department

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.5** for the 2026 “A” Unit Collective Bargaining Agreement

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Central Florida Tourism Oversight District (“District”) representatives and the Reedy Creek Professional Firefighters Local 2117 (“Union”) leadership successfully negotiated a tentative 1-year Collective Bargaining Agreement for the period of January 1, 2026 through December 31, 2026. The bargaining unit has voted and approved the Collective Bargaining Agreement.

FINDINGS AND CONCLUSIONS:

The District and the Union successfully negotiated several key updates to the Collective Bargaining Agreement, including: adding Veteran’s Day as a recognized holiday; EMS, Fire Prevention, and Communications personnel will receive additional sick leave to align with the benefit currently provided to suppression personnel; a revision to shift exchange article; the Union will be covered by the District’s Cancer Policy and Paid Parental Leave policy for the duration of the Agreement; and a stipend inclusive of the stipends given to non-union District personnel FY2024 and FY2025.

FISCAL IMPACT:

The items negotiated during the bargaining sessions and agreed to with the Union were carefully evaluated throughout the negotiation process. The District is ensuring the financial obligations of the agreement are met.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

The agreement has been reviewed and approved for form and legality by District’s General Counsel.

ALTERNATIVE:

- N/A

SUPPORT MATERIALS:

- 2026 “A” Unit Collective Bargaining Agreement



Agreement between the
Central Florida Tourism
Oversight District
and the
Reedy Creek
Professional
Firefighters'
Association
IAFF Local 2117
A-UNIT

Effective January 1, 2026
UNTIL December 31, 2026

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Article 1 - Preamble

THIS AGREEMENT is entered into as of January 1, 2026 by and between the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (f.k.a REEDY CREEK IMPROVEMENT DISTRICT), a public body, hereinafter referred to as "the District" and the REEDY CREEK PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2117, hereinafter referred to as "the Union."

Article 2 - Purpose

It is the intent and purpose of the parties hereto to establish fair wages, working conditions and benefits and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.

Article 3 - Applicability of Agreement

AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS:

This Agreement does not restrict the powers vested in the District Administration or the Board of Supervisors of the Central Florida Tourism Oversight District as set forth in the Laws of Florida, any regulations and resolutions promulgated thereunder, and applicable provisions of Chapter 298, Florida Statutes, nor shall the rights of any bondholders be affected whatsoever by any provision of this Agreement.

Article 4 - Recognition

The District recognizes the Union as the sole and exclusive collective "A Unit" bargaining representative of the District's employees classified as:

Firefighter/EMT

Firefighter/Paramedic

Engineer

Lieutenant

Communicator

EMS Team Paramedic

EMS Team EMT

Fire Inspector

Plans Examiner

Sprinkler Technician

Assistant Supervisor

The following District/Department employees are excluded from the "A" bargaining unit and shall not be covered by the items in this Agreement:

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Battalion Chief

Captain

Supervisor

Clerical Personnel

Article 5 - Scope

Section 1: Activity Covered

This Agreement covers any form of fire protection, emergency medical service, and related fire/emergency medical services provided by the District within the District's boundaries.

Section 2: Municipality Fire Departments in District Not Covered

This Agreement shall not include any future municipality within the District boundaries which provides its own fire/emergency medical service. In the event any future municipality does not have or has the District provide fire/emergency medical service, then such services shall be included within the scope of this Agreement.

Section 3: District May Provide Fire Protection for Municipalities Within District

Any form of fire protection, emergency medical service or related fire services provided by the District for any present or future municipality within the District shall be included within the scope of this Agreement.

Article 6 - Management Rights

Section 1: Definition

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to:

- its right to select and direct the number of employees assigned to any particular classification of work.
- to establish and change work schedules and assignments.
- to lay off, terminate or otherwise release employees from duty for lack of work or just cause.
- to make and enforce work rules, rules for personal grooming and the maintenance of discipline.
- to determine the number, location, or relocation of fire stations.
- to institute technological changes.
- and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the District's Fire Department.

Section 2: Work Activity - 24-Hour Personnel

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the twenty- four (24) hour shift.

Section 3: Work Activity – EMS Team Personnel

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the EMS Team's (10, 12, 14, 15 hour) shift.

Section 4: Work Activity - Fire Inspector and Plans Examiners

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Fire Inspectors' or Plans Examiners' (8,10, 12 or 16 hour) shift.

Section 5: Work Activity - Communications Personnel

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Communicators (10 or 12 hour) shift.

Article 7 – No Strike No Lockout

Section 1: No Strike - No Lockout

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. "Strike" means the concerted failure to report for duty, the concerted absence from one's position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing or demonstrations that block ingress or egress to the District's facilities or interfere with the business operations of the District or its taxpayers, or the concerted abstinence in whole or in part from the full, faithful and proper performance of the duties of employment with the District. There shall be no lockout by the District.

Section 2: Failure to Cross Picket Line - Violation of Agreement

Failure of any employee covered by this Agreement to cross any picket line established at or near the District's premises is a violation of this Agreement.

Section 3: Union's Responsibility to Prevent Work Stoppage, Picketing, Strike or Disruptive Activity

The Union shall not sanction, aid or abet, encourage or condone a strike as defined in Section 1 of this Article and shall undertake all reasonable steps to prevent or terminate any strike. No employee shall participate or engage in a strike. Any employee who participates or engages in a strike shall be subject to disciplinary action including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District's right to discipline all employees for any other cause be in any way affected by this Section.

Section 4: Enforcement of Article 7

A breach of any provision of this Article by either party will entitle the aggrieved party to injunctive relief, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

Section 5: Recognition of The Right of Employees to Engage in Activity Protected by the First Amendment

Hand billing is not prohibited by this Article. Nothing in the Agreement shall be deemed to prohibit the proper exercise of First Amendment rights by the Bargaining Unit Employees or to otherwise waive such rights.

Article 8 - Non-Discrimination

Section 1: Union Membership

The District agrees there shall be no discrimination against employees who engage in Union activity, affiliation or membership.

Section 2: Non-Discrimination

The District agrees to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, covered veteran status, mental or physical disability, pregnancy, or any other basis prohibited by state or federal law.

The Union and the District agree that harassment, discrimination or retaliation in violation of this Agreement or applicable law is unacceptable.

Section 3: Language Disclaimer

The parties have made every effort to use non-gender specific language and their intent is that all provisions are gender neutral.

Article 9 - Union Activity and Check-off

Section 1: Labor Agreement Distribution

The District will bear the burden of cost to provide a copy of the CBA booklet to each employee covered under the "A-Unit" CBA and to the Union officers at the time of the signing of this agreement. Additionally, the District will maintain a digital copy available to all employees covered by this Agreement.

Section 2: Distribution and Solicitation

The Union, its members, agents, representatives and persons acting on their behalf, are hereby prohibited from soliciting any employee or distributing literature during working hours in areas such as the Fire Stations, where the actual work of Department employees is being performed. The distribution of literature or discussion of Union matters during the employees' normal meal times or reduced-duty periods shall not be prohibited, provided there are no disruptions to Fire Department operations.

Section 3: Permission for Union Representatives to Enter Premises

The Fire Chief's office will be notified prior to the arrival of Union representatives (other than Local 2117's officers and stewards) at District Fire Stations. The Union representative(s) will have the right to conduct Union business with any employee during the employee's normal meal times or reduced-duty periods, provided there are no disruptions to Fire Department operations. Any violation of the provisions of Sections 2 or 3 shall require the representative(s) to leave the premises until it is appropriate to return.

Section 4: Shift Steward

The Union shall have the right to designate Shift Stewards. The Union shall, in writing, notify the Labor Relations office of the District as to the identity of the designated Shift Stewards. The Shift Stewards shall have the right to receive, discuss and assist in the adjustment of complaints or differences with the appropriate Commander, Assistant Chief or higher level of management. The District will not obstruct the Shift Stewards or Union officials in the proper performance of their Union duties provided that such duties do not unreasonably interfere with their regular work or with the work of other employees.

Section 5: Check – Off and Withholding of Wages

The employer agrees to withhold from the employee's wages on each payroll week, uniform weekly membership dues, initiation fees and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "B." The District shall forward such dues in the amount certified to be current by the Treasurer of the Union, on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial Treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown on attached Addendum "B."

Section 6: Public Information

The District shall provide public records to the Union in accordance with state law.

Section 7: New Employee Union Orientation

The District will provide the Union an opportunity to meet with new employees for a consecutive period of at least two (2) hours but not more than four (4) hours during the employee's new-hire orientation period. This time must be scheduled in advance with the employee's assigned supervisor and the Union President or their designee.

Section 8: Union Representative at Committee Meetings

One Union appointed representative may attend all committee meetings outlined in this agreement, but will not be considered a member of the committee or have voting rights. This representative is in addition to any members of a committee assigned by the Union in accordance with this agreement.

Article 10 - Hours of Work and Overtime

Section 1: Workweek - Payroll Week

- A. Both the workweek and payroll week are periods of seven (7) days, starting at 0800 hours on each Sunday and ending at 0759:59 hours on the same day in the following week.
- B. Both the workweek and payroll week for Station Lieutenants are periods of seven (7) days, starting at 0700 hours on each Sunday and ending at 0659:59 hours on the same day in the following week.

Section 2: Payroll Day

- A. A payroll day is a period of twenty-four (24) hours starting at 0800 hours and ending at 0759:59 hours the following day.
- B. A payroll day for Lieutenants is a period of twenty-four (24) hours starting at 0700 hours and ending at 0659:59 hours the following day.

Section 3: Work Periods

A. Twenty-Four (24) Hour Shift/Forty-Eight (48) Hour Workweek Personnel

- 1. Employees shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0800 hours, followed by forty-eight (48) hours off-duty.
- 2. Lieutenants shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0700 hours, followed by forty-eight (48) hours off-duty.
- 3. The workweek shall average forty-eight (48) hours per week on an annual basis. This workweek shall consist of the employee working six (6) shifts out of seven (7) with the shift off scheduled by the District within a regular rotation.
- 4. The FLSA schedule shall consist of a twenty-one (21) day cycle totaling one hundred fifty-nine (159) hours.
- 5. 24/48 hour employees who are assigned to a 40 hour workweek will be paid for 48 hours. Overtime will be paid for any hours worked in excess of forty-eight (48) hours.

B. Communicators

- 1. Communicators will be scheduled to work up to four (4) consecutive ten (10) or twelve (12) hour shifts per workweek, with at least three (3) consecutive days off.
- 2. The on-duty Communicator will be allowed four (4) fifteen (15) minute rest periods for each work shift.

C. EMS Team

EMS Team personnel will normally be scheduled to work a minimum of ten (10) consecutive hours but not more than fifteen (15) hours per shift. The combination of these shifts will equal forty (40) hours, with the understanding that if the employee works three (3) twelve-hour (12) shifts (thirty –six (36) hours), the employee will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off-duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

D. Fire Safety Inspectors And Plans Examiners

Fire Safety Inspectors and Plans Examiners will normally be scheduled to work a minimum of eight (8) consecutive hours but not more than sixteen (16) hours per shift. The shift may be scheduled anytime throughout a twenty-four (24) hour period and the combination of these shifts will equal forty (40) hours, with the understanding that employees working three (3) 12-hour shifts (36 hours) will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off- duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

Section 4: Overtime

Vacation and Sick leave shall not be counted as time worked for purposes of calculating overtime.

For the purpose of computing hours worked for overtime, paid time off for holidays, bereavement leave, blood donor time, jury duty, and sick leave shall not be construed as time worked.

Personnel who are issued a personnel order to attend training or meetings while they are scheduled to be off duty shall be paid overtime regardless of any benefit time utilized during the pay period of the training or meeting (vacation, personal holiday, sick time).

A. Twenty-Four (24) Hour Shift Personnel

1. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of the regularly-scheduled shift.
2. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the regularly-scheduled hours per week.
3. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the FLSA schedule.

B. Communicators

Communicators shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift or in excess of thirty six (36), forty (40), or forty-eight (48) hours per week.

C. EMS Team

Paramedics and EMTs shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

D. Fire Safety Inspectors and Plans Examiners

Fire Inspectors and Sprinkler Technicians shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

E. Overtime Scheduling

It is agreed that the Union will continue responsibility for the distribution and assignment of overtime in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed overtime commitment. The District reserves the right to offer overtime schedules in increments of less than twenty-four (24) hours but no less than four (4) hours excluding hold over and committee meetings.

Such administration will include the District's ability to require and enforce overtime schedules in the following manner:

Using the current overtime system, should a refusal of overtime be made by the employee who appears first in the roster, and upon contact by the District, no other employee in progression accepts said overtime, the employee initially contacted will be **required** to work the overtime.

The Union will supply the District with a list of the names of personnel assigned as overtime stewards. It will be the responsibility of the Union to maintain and notify the District of any changes to this list. From this list, the Union will designate an overtime steward on at least a quarterly basis to be responsible for the filling of event and any prescheduled overtime. The District will allot up to one hundred eighty (180) hours annually for the designated overtime steward, at one and one-half (1 ½) times the employee's normal rate of pay in thirty (30) minute increments, to fill event and prescheduled overtime when off-duty. The designated overtime steward and/or the Union must receive approval from the designated chief prior to performing this task. Upon completion of the overtime hiring, the overtime steward' must properly document the time worked and must notify the designated chief that the assignment is complete. The designated chief will make every effort to give prompt notification once the need for special event/prescheduled overtime is identified. All other requests for overtime will be handled by an assigned overtime steward while on duty.

F. Scheduled Overtime Cancellation

In the event that a scheduled overtime assignment is cancelled and the employee reports to work as assigned without being notified, the employee will be paid four (4) hours at the employee's straight time rate of pay; however, the four (4) hours shall not be counted as hours worked in the calculation of overtime.

G. Call-Back Pay

Call back pay is special pay which is provided to compensate an employee who is required to return to work on an unscheduled basis after the employee has completed a regularly-assigned shift and left the Fire Department property to which the employee is assigned. Upon notification of being called back to work, an employee shall be paid a minimum of four (4) hours at one and one-half (1 ½) times the employee's normal rate of pay. An employee who is on duty and is instructed and assigned to remain on duty is not eligible for the four (4) hour minimum call back pay. Furthermore, employees who are required to return to work four (4) or fewer hours prior to their regularly scheduled starting time are not eligible for the four (4) hours minimum call back pay.

Employees who are required to return to the District for an investigation or discipline of a critical nature shall be paid in one-half hour increments with a four (4) hour minimum at the appropriate rate of pay.

Section 5: Payday

Employees shall be paid weekly by direct deposit. Earning statements will be posted and available for review on Thursday after 0700 hours following the end of each payroll week through the District's Employees Self Service System. The Employee Self Service System must have remote access and will be available at work and at home barring any unforeseeable circumstances, system down due to a storm or otherwise.

Section 6: Lunch and Supper Periods - Twenty-Four (24) Hour Shift

A. Lunch

A one (1) hour lunch period will be scheduled to begin between 1130 and 1300, except in the case of an emergency or alarm. The lunch period will not exceed 1400 unless the unit was involved in an emergency or alarm.

B. Supper

A one and one-half (1 ½) hour supper period will be scheduled as near as practicable to 1700 hours for each employee, except in the case of emergency or alarm.

C. Eating Facilities

The District will provide clean and sanitary eating facilities including cooking area and utensils. With the approval of the on-duty Commander, employees will be allowed to eat meals in facilities other than the Fire Station when circumstances dictate it to be convenient while out of the Fire Station.

D. Lunch And Supper Periods Not Free Time

Lunch and supper periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods. Public tours will normally not be conducted in the eating areas of the stations during prescribed lunch and supper periods.

E. Standby

On duty employees working a "stand-by" will be relieved for normal meal periods.

Section 7: Meal Periods - Forty (40) Hour Personnel

Communicators and EMS Team personnel will be allowed a meal period at any time during as near as practical to the middle of their shift while covering their duties at the same time. Fire Inspectors and Plans Examiners will be allowed a thirty (30) minute unpaid scheduled meal period as near as practical to the mid-point of their assigned shift.

Section 8: Reduced Activity Periods - Twenty-Four (24) Hour Shift

- A. The use of beds will be permitted after 1700 hours. The period that forty-eight (48) hour personnel may sleep will be from 1700 until 0700 hours.
- B. For extended tours of duty, recall to duty, inspection duty, standbys or other such activities that would interfere with the normal sleeping periods, the use of beds may be arranged in advance by the on-duty shift Lieutenant as approved by the on-duty Shift Commander or Battalion Chief.

Article 11 - Working Out of Job Classification

Section 1: Working Out of Job Classification

- A. Any employee temporarily assigned to work out of the employee's regular classification for four (4) hours or more shall receive the higher rate of pay for all time worked in a higher rated job classification, but not less than 5% above the employee's normal rate of pay.
- B. An out-of-class list, by station, by shift, for Engineers and Lieutenants shall be maintained by the Department.
- C. The following criteria will apply by shift:
 1. Suppression Lieutenants: Engineers, Firefighter/Paramedics or Firefighter/EMT's with a minimum of five (5) years in the Operations Section at the Reedy Creek Fire Department who meet the promotional requirements of the Lieutenant's position and have completed the out-of-classification training requirements.
 2. Engineers: Firefighter/Paramedics or Firefighter/EMT's with a minimum of three (3) years in the Operations Section at the Reedy Creek Fire Department, have completed the out-of-classification training requirements, and who have completed the following:
 - Reedy Creek Fire Department's current out-of-class Engineer's task book
 - Forty (40) hour Engineer's course as approved by the Florida State Fire College or its equivalent.
 - Forty (40) hour Hydraulics course as approved by the Florida State Fire College or its equivalent
 - Forty (40) hour Aerial Operations class as approved by the Florida State Fire College or its equivalent as determined by the District.
 - Possess a current State of Florida Fire Apparatus and Pump Operator's Certification.
- D. Rank Order for out-of-class list shall be established by Department seniority.
- E. Working out-of-class assignments shall be rotated by position on the applicable list, per assignment. Position on the list may be passed over at the discretion of the Shift Commander or move-up Shift Commander.
- F. Normally, only Communicators will be scheduled to work in the Communication Center. However, non-Communicators may be temporarily assigned to the Communication Center in extraordinary circumstances. To the extent work is available, limited duty assignments for non-Communicators may occur at the Communication Center.

- G. Normally, only Fire Prevention personnel will be scheduled to work in the Fire Prevention Sections. However, non-Fire Prevention personnel covered by this agreement who have FSI certification may be temporarily reassigned to the Fire Prevention Sections as needed. These arrangements may not exceed thirty (30) days unless provided for by extraordinary circumstances as determined by the Fire Chief.
- H. In the event positions vacated due to a medical condition where the documented prognosis for the expected return to work date exceeds thirty (30) calendar days, the vacated position may be temporarily filled per the promotional procedure until the absent employee returns to work or until a determination is made that the vacated position shall be permanently filled.

Section 2: Working Out of-Class - Training

Any employee assigned out-of-class for training purposes shall be supervised by the trainer. Trainees will not be moved up without a trainer present. The employee assigned out-of-class for training purposes shall receive the employee's normal rate of pay during the assignment and the assignment shall not exceed eight (8) hours in duration.

Section 3: Working Out of-Class – Lieutenant/Engineer Paramedics

Lieutenant Paramedics or Engineer Paramedics will not be assigned as the sole ALS provider on their assigned unit except for the following situations, and for no more than four (4) hours per 24 hour shift:

- Engine Firefighter Paramedic is in training
- Engine Firefighter Paramedic is assisting a rescue crew with treatment/transport.
- Unit is awaiting overtime Firefighter Paramedic to arrive

Article 12 - Shift Exchange

Section 1: Shift Exchange

- A. A shift exchange is done voluntarily by the employees and not at the behest of the District. The reason for shift exchange is not due to the needs of the District's business operations. The District shall maintain a record of all shift exchanges.
- B. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.
- C. When the employee agreeing to work for another employee is unable to report for duty, it is the employee's responsibility to notify the normally scheduled employee's supervisor of the situation. The employee who agreed to work the shift shall attempt to locate another employee to fulfill the shift exchange obligation. If the employee agreeing to work the shift is unsuccessful or fails to report for the agreed upon shift exchange, then the employee who agreed to work the shift exchange shall have their sick or vacation time docked for the amount that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred. All applicable rules that govern sick and vacation usage shall continue to apply.
- D. In the event the employee agreeing to work for another employee fails to complete the shift during a shift exchange, then the employee who agreed to work the shift exchange shall have their sick or vacation time docked for the amount that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred.
- E. Absence or tardiness on any shift exchange will be documented and the employee agreeing to the shift exchange may be subject to disciplinary action for any violation according to rules and regulations of the department.
- F. Requests for all shift exchanges shall be made electronically. The request shall be normally submitted no later than twenty four (24) hours prior to the intended shift exchange.
- G. In the event of training activities that are unique, special, infrequent or the last opportunity, shift exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. Any dispute regarding the nature of the training shall be resolved by the District Labor Relations Officer.

Section 2: 24-Hour Shift Personnel

- A. Shift exchanges may be approved by a battalion chief or shift commander on an individual basis without the time limitation being applicable.
- The following criteria applies in regard to out of classification shift exchanges:
 - FF/EMTs and FF/PMs who are qualified to move up to Engineer or are on a current Engineer promotional list shall be permitted to shift exchange with an Engineer.
 - Engineers who are qualified to move up to Lieutenant or are on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
 - FF/EMTs and FF/PMs on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
 - For the purpose of this Article, FF/EMTs and FF/PMs shall be considered equally qualified.
 - The Fire Chief or Deputy Chief may approve time exchanges that do not meet the criteria on a case-by-case basis.
- B. There shall be no limit to shift exchanges.
- C. Shift exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Shift Commander or move-up Shift Commander.
- D. Probationary employees may shift exchange only with other probationary employees unless otherwise approved at the discretion of the Shift Commander or move-up Shift Commander of both employees involved.

Section 3: Communications

- A. All shift exchanges must be approved, in advance as per Section 1(F) by the Assistant Chief of Communications or the designee.
- B. There shall be no limit to shift exchanges.
- C. Probationary employees, after 90 days of service, may only shift exchange with other probationary employees unless otherwise approved by the Assistant Chief of Communications or the Assistant Chief's designee.
- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

Section 4: Fire Prevention

- A. All shift exchanges must be approved in advance as per Section 1(F) by the a supervisor of Fire Prevention.

- B. There shall be no limits to shift exchanges.

- C. Employees on shift exchange will be assigned duties and or work areas by the Assistant Chief of Fire Prevention, or the designee, based upon operational need.

- D. Fire Inspectors may shift exchange with other Fire Inspectors. Plans Examiners may shift change with other Plans Examiners. Fire Inspectors and Plans Examiners may not execute shift exchanges outside of their classifications.

- E. Probationary employees may shift exchange only with other probationary employees unless otherwise approved by a supervisor of Fire Prevention.

- F. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

Section 5: EMS Team

- A. All shift exchanges must be approved, in advance as per Section 1(F), by the Assistant Chief of EMS or the designee.

- B. There shall be no limit to shift exchanges.

- C. Probationary employees may shift exchange only with other probationary employees, unless otherwise approved by the Assistant Chief of EMS or the designee.

- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

Article 13 - Job Classifications , Wage Rates, and Incentives

Section 1: Wage Rate and Schedule

Job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum "A" attached hereto, hereinafter referred to as "pay plan." All new wages in Addendum "A" will be in full effect beginning the first pay period after the ratification of this Agreement and are not retroactive. In the event that bargaining unit members are working under an expired Agreement, all topped out employees will receive a 3% yearly pay increase to their base rate. All employees not topped out will continue to move yearly through the prescribed steps.

For the 2026 Agreement only, all employees covered by this Collective Bargaining Agreement will receive the one-time stipends set forth in Addendum "D."

Section 2: Rates for New Jobs

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and wage rate for such new job classification will be established by the District. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the third (3rd) step of the grievance procedure within five (5) calendar days, as defined in Article 17, Section 3C, after installation of the new rate. In the event any higher rate is agreed upon through the grievance procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

Section 3: Night Shift Premium & Conditions of Continued Employment

Communicators, Fire Inspectors and Plans Examiners will be paid a premium of \$2.00 per hour for hours worked between 2100 and 0700.

Fire Safety Inspector certification is a condition of continued employment for those employed as a Fire Inspector and Plans Examiner.

Section 4: Bike Team Differential

Bargaining Unit employees assigned to the Bike Team shall receive \$100 per assignment. On-duty personnel shall be excluded from Bike Team assignments, except on a voluntary basis.

Section 5: Fire Inspectors and Plans Examiners On-Call

Fire Inspectors and Plans Examiners may be called back to work, on a voluntary basis. Employees who are called into work shall be paid one and one half (1 ½) times their normal straight time hourly rate starting at the time of dispatch and ending upon completion of assignment. At the time of notification, the employee has the right to refuse the assignment.

Section 6: Incentives

Incentive pay shall be paid per hour worked and in accordance with Table 13-1. The maximum total incentives any employee is able to receive is \$6.00 per hour. The Department shall determine the number of personnel needed in each designation below. All bargaining unit members covered by this Agreement are eligible to receive the wellness incentive.

Table 13-1

Classification	Per Hour Incentive
Paramedic Preceptor	\$2.00
Department's Wellness Coordinator	\$1.00
Field Training Officer/Communications Training Officer (FTO/CTO)	\$2.00
Department Designated Instructors	\$2.00
S.O.A.R. Team Member	\$4.00
Wellness	\$1.00

- A. To qualify for the wellness incentive, the employee must successfully complete the advanced physical fitness assessment. Continued successful completion of the advanced physical fitness assessment shall be required to maintain the wellness incentive.
- B. For the purposes of this section, S.O.A.R. instructors teaching members of the S.O.A.R. team (during designated S.O.A.R. Team contractual discipline training) will not qualify for instructor differential.
- C. To be eligible for Paramedic Preceptor, Field Training Officer (FTO) and Department Designated Instructor incentive pay, Operations personnel must be designated as qualified by the Training Section according to the Department's specific program.
- D. To be eligible for the Communications Training Officer incentive the communicator shall have obtained and maintain the current version of the APCO CTO certification and be designated a CTO by the Communications Center Assistant Chief .

Section 7: 457 Match Program

All members covered by this Agreement who receive Regular Service Retirement under the Florida Retirement System (FRS) shall be entitled to participate in the 457 match program on the same basis as all other District employees.

Article 14 - Seniority

Section 1: Definition of Seniority

Seniority is defined as the period of continuous service with the District's Fire Department since the last day of hire.

Section 2: Principles of Seniority

The principles of seniority shall be observed in layoffs and recalls, vacation selection, and as otherwise provided for in this Agreement. The Fire Chief may take into consideration seniority for the purposes of shift, station or duty assignments.

Section 3: Dispute on Seniority Subject to Grievance Procedure

Any dispute on the application of the seniority principle shall be subject to the Grievance Procedure.

Section 4: Probationary Period

All new bargaining unit employees covered under this Agreement will be in a probationary status for six (6) months from the completion date of the position orientation session. The new employee's probation may be extended if the employee becomes unable to work full duty. The new employee's probationary period will continue upon return to full duty and last until the employee has completed a total of six (6) months of probation.

The District reserves the right to terminate a probationary employee's employment for any reason, except those specified in Article 8 Section 2 until they have completed such probationary periods as outlined above. Any employee terminated under this provision shall have no recourse to the Grievance Procedure.

Employees promoted/reclassified or who have transferred from another section or division within the Department shall serve a probationary period of six (6) months. The probationary period may be extended if the employee becomes unable to work full duty. The employee's probationary period will continue upon return to full duty and last until the employee has completed a total of six (6) months of probation. Employees who are on promotional/reclassification probation may be demoted to their previous rank, or moved to their former position for performance reasons, and the pay will be adjusted to the previous job classification. Employees on probation will be regularly evaluated.

Section 5: Termination of Seniority

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns.
- B. Is discharged for just cause.
- C. Is absent for two (2) consecutive unexcused work shifts.
- D. Is laid off for a continuous period of thirty-six (36) months or more.
- E. Fails to report at the end of a leave of absence.

Section 6: Layoff According to Seniority

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their Departmental seniority to the previously-held classification or a lower classification for which the employee is qualified. It has been mutually agreed to establish classification seniority for Lieutenants, Firefighter/Paramedics, Firefighter/EMTs, Engineers, EMS Team Paramedic, EMS Team EMT, Communicators, Fire Inspectors and Plans Examiners.

Section 7: Notice of Layoff

Whenever possible, notice of layoff will be given six (6) weeks in advance to an employee, but in no event less than two (2) weeks' notice except due to conditions beyond the control of the District (such as fire, flood, hurricane or other acts of God, civil disturbances and threats of harm).

Section 8: Laid-off Employees Retain Seniority for Thirty-Six (36) Months

Employees on layoff for thirty-six (36) months or less and who are recalled will maintain their seniority date and continuous service date for purposes of District benefits.

Section 9: Recalls in Accordance with Seniority

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority. Recalls in accordance with seniority shall occur prior to the District offering to fill any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

Section 10: Recall Procedure

A laid-off employee shall be notified of the recall by telephone and certified mail at least twenty-one (21) days prior to the date the employee is required to report. A copy of any such written notice shall be mailed to the Union.

Section 11: Correct Address and Telephone Number

Failure of an employee to notify the Human Resources (HR) Department, Fire Department Administration and the Union of an address and telephone number change will relieve the District and the Union of its responsibility of notification to the employee under any Article of this Agreement.

Section 12: Failure to Report from Layoff

An employee who fails to report for work as scheduled on recall from a layoff shall be considered to have voluntarily terminated employment, unless such employee has notified the District of personal illness or a death in the immediate family prior to the date the employee was scheduled to report to work.

Section 13: Promotion to Non-Bargaining Unit Position

Any employee promoted to a non-Bargaining Unit position in the Fire Department shall retain and accumulate seniority for a period not to exceed one (1) year from the date of accepting such position.

Section 14: Longevity Incentive

Starting at Step 3 in the pay scale, an employee shall receive a 0.5% incentive for all hours paid based on their straight time rate of pay. The incentive shall not be included in regular rate of pay for the purposes of calculating overtime. For each subsequent step, an additional 0.5% incentive is added until such time as the employee reaches 5%. No additional increases shall occur for subsequent steps.

STEP 3	0.5%	STEP 9	3.5%
STEP 4	1.0%	STEP 10	4.0%
STEP 5	1.5%	STEP 11	4.5%
STEP 6	2.0%	STEP 12	5.0%
STEP 7	2.5%	STEP 13	5.0%
STEP 8	3.0%	STEP 14	5.0%

Article 15 - Discipline, Standards of Conduct and Discharge

Section 1: Standards of Conduct

High standards of conduct are necessary to preserve the District's public image and to ensure a safe and effective working atmosphere.

Section 2: Discipline for Sufficient Reason

- A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances and severity of the case giving due consideration to the employee's prior work record and longevity. Any employee who feels that the discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement
- B. Employees will be advised they have the right to the presence and advice of a Union Representative before any disciplinary action, or questioning for the purpose of such action is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on shift.
- C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

Section 3: Disciplinary Procedures

- A. For the purpose of this section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.
- B. Oral and written reprimands will be considered active for a period of one (1) year. Suspensions shall be considered active for a period of two (2) years.
- C. Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job-related accidents or illnesses.
- D. **Verbal Reprimands**
Verbal reprimands may be given for less serious violations and will specifically state the nature of the violation. They shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

E. Written Reprimands

Written reprimands may be given after a verbal reprimand for the same offense or where the offense is of a more serious nature (but not serious enough to warrant suspension or discharge). When the District reduces a reprimand to writing, it will specifically state the nature of the violation and shall be signed by an officer, who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

F. Suspensions

Disciplinary suspensions may be given after a written reprimand for the same offense or where the offense is of a more serious nature (but not serious enough to warrant discharge). When the District issues a disciplinary suspension, it shall be reduced to writing in the form of a written record and will specifically state the nature of the violation. It shall be signed by an officer, who will present and discuss the suspension with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the written record has been delivered to the employee. For non-criminal offenses, employees may be suspended without pay during a formal investigation up to a maximum of 2 weeks. After that time, the employee will be placed on paid investigative leave. For criminal offenses, employees may be placed on unpaid investigatory suspension throughout the criminal proceedings.

G. Discharge

Any employee may be discharged for just cause, which may include, but is not limited to the following:

1. Insulting, arguing, being discourteous, or using profane language in the presence of the public.
2. Initiating a physical assault on another employee.
3. Assault and/or battery.
4. Falsification of records, such as medical forms, time cards, employment applications, departmental records, etc.
5. Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hours or reporting to work under such condition; possession or sale of narcotics, illegal drugs or hallucinatory agents on or off duty; or attempt to sell, procure, or abuse illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
6. Conviction of or plea of guilty to any morals charge or of a felony.
7. Violation of operating rules and procedures which may result in intentional damage to District property with significant financial cost or in bodily injury.
8. Gambling while on duty.
9. Sleeping during active work hours without permission.
10. Insubordination.

11. Unexcused or unreported absence of two (2) shifts.
12. Leaving work assignment without approval of an Officer.

Article 16 - Investigations

Section 1: Definitions

- A. "Informal inquiry" means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.
- B. "Interrogation" means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.
- C. The District will make every effort to ensure that investigations are initiated within thirty (30) days of becoming aware of the alleged occurrence. All investigations shall be completed, and discipline, if any, meted out within ninety (90) days from the initiation of the formal investigation.

Section 2: Informal Inquiries

The employer will be permitted to conduct "informal inquiries" and thereby avoid the requirement of a "formal investigation" but only under the following circumstances:

- A. An "informal inquiry" normally relates to matter of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee's immediate supervisor or other Fire Department management, in a one-on-one setting during the employee's regularly scheduled working time and at their regularly assigned duty station.
- C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry except by mutual consent.
- D. The inquiry shall not be initiated without first offering the employee Union representation. The employee shall be entitled to Union representation throughout the informal inquiry process.
- E. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.
- F. During an inquiry or investigation which the employer deems it an informal inquiry, the employee has the right at any time to have the inquiry halted and treated as a formal investigation.

- G. It shall be conducted when the employer reasonably believes that the action would warrant a verbal or written reprimand. If an employee has past conduct or performance issues and the disciplinary action could warrant a suspension or termination, an informal inquiry should not be conducted and a formal investigation initiated. If through the informal inquiry process it is determined that suspension or termination could be warranted, the proceedings should stop and a formal investigation should be initiated.

Section 3: Interrogations - Formal

When an internal administrative investigation is initiated by the District against an employee and where a statement is required from the accused employee, the interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the District, it shall take place in a District building, whenever possible.
- C. The accused shall be informed of the right to Union representation as well as the rank, name, and command of the officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.
- D. Prior to an interrogation beginning, the accused shall be informed in writing of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the alleged violation if applicable, and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused. All witness statements, supporting documentation and/or evidence used in the investigation shall be provided to the accused prior to the start, but not less than one (1) hour, of the accused employee's interrogation. All complainants or witnesses shall submit a signed statement, either created by the employee or the investigator.
- E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

- F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any question.
- G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al., shall be forced onto an accused, nor shall disciplinary action be taken against an accused that refuses to submit to such testing.
- H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- I. Nothing contained in this Article shall constitute a waiver of employee rights granted under *Florida Statute Section 112.8.2*.

Article 17 - Grievance and Arbitration Procedure

Section 1: Definitions

A. Grievance

A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.

B. Time Limits

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days specified in each section, subsection, and sentence of this article shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by the District Labor Relations Officer or the designee and a Union official; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer in writing at the last step of the grievance procedure by the Union.

Section 2: Grievance and Arbitration Procedure

A. Step One (1)

Any employee believing that they have suffered a grievance shall discuss the matter with the Commander, Assistant Chief or Deputy Chief, whoever initiated and authorized the basis for the grievance, within twenty (20) business days (as defined in Article 17, section 3C) of the grievant's knowledge of the incident or from when the grievant should have reasonably known of the incident. The employee may choose whether to discuss the matter with or without the assistance of a Union representative. In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the Collective Bargaining Agreement. Should the Union believe that the resolution does not conform to this Agreement, the Union may file a written grievance at the appropriate step.

B. Step Two (2)

If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) business days following the answer at Step One, present a written grievance to the Fire Chief.

In the event of a grievance filed at Step Two by an employee without Union involvement, the Fire Chief, shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or the designee, shall obtain the facts concerning the alleged grievance and shall, within five (5) business days of receipt of the grievance from Step One or within five (5) business days of receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or the designee, will notify the employee and the Union of this decision, in writing, within five (5) business days after the grievance was received and/or following the meeting date, whichever date is later.

C. Step Three (3)

If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within five (5) business days following the answer at Step Two, present the written grievance to the District Labor Relations Officer.

In the event of a grievance filed at Step Three by an individual employee without Union involvement, the District Labor Relations Officer shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Labor Relations Officer. The District Labor Relations Officer, or the District Labor Relations Officer's designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the grievance from Step Two, or within five (5) business days of receipt of an amended grievance, conduct a meeting with the aggrieved employee and the Union Representative. The District Labor Relations Officer will notify the employee and the Union of this decision in writing within ten (10) business days after the grievance was received and/or following the meeting date, whichever date is later.

D. Step Four (4)

The Union, or the grievant if not represented by the Union, may within twenty (20) business days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.

1. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
2. Within ten (10) business days from the receipt of the notice to arbitrate provided by the Union to the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second list.

Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.

3. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the arbitrator to the District and the Union to make every effort to rule on the case(s) heard by the arbitrator within thirty (30) calendar days of the hearing.
4. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
5. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
6. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize shift exchange for availability to testify.
7. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one-half (1/2) of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit of cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

Section 3: Rules of Grievance Processing

- A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, or a grievance involving District policy, the grievance shall be filed at Step Three. In the case of discharge, the grievance shall be initially filed at Step Three.

- B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on duty employees with no loss of pay for attendance at Step Two and Step Three grievance meetings, provided that said requests are reasonable.

- C. All days listed in this Grievance Procedure are business days, defined as Monday thru Friday, with District designated holidays and weekends excluded.
Copies of the grievance responses at each step will be forwarded to the District's Human Resources (HR) Department and the Union office by the responding party.

Article 18 - Uniforms, Equipment and Personal Appearance

Section 1: Work Uniforms, Protective Clothing and Equipment

A. The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests a replacement and the District determines the replacement is necessary, the District will replace uniforms, clothing, and equipment as they become unserviceable or obsolete. Replacement shall be made on a one for one basis, unless otherwise noted below and shall be replaced within a reasonable period of time. Unserviceable equipment will be returned to the District and will not be reissued. Employees assigned to one classification but working in another will not be issued duplicate equipment.

All personnel shall be issued identification cards and uniform patches for their appropriate certifications.

Female specific uniform items will be made available upon request.

Uniform allotment shall be in accordance with Table 18-1 below, which shall be provided until the District switches to a point-based uniform distribution system.

Table 18-1: Uniform Allotment	24-Hour Shift Personnel	Paramedic/ EMT	Communicators	Fire Prevention
Polo Shirts ^B				5
Class B Short Sleeve Shirts	2	2	2	2
Work Trousers ^B	7	7	2	7
T-shirts ^A	7	7	2	5
Work Shoes ^{B, C}	1	1	1	1
Black Belt ^B	1	1	1	1
Three-in-One Jacket	1	1	1	1
Job Shirt	1	1	1	1
Baseball Cap ^A	1	1	1	1
Gym Shorts ^A	3	2	2	2

^A - Issued once per fiscal year, as requested by the employee

^B - Provided as needed

^C - Must meet specs provided by the Fire Chief. \$250 reimbursement provided with receipt

S.O.A.R. Team members will receive S.O.A.R. Team T-shirts in place of the standard Department-issued T-shirts.

Every effort will be made to keep a reserve stock of common uniform items on hand.

B. Specialty Teams

Specialty Team members will be issued equipment, protective gear and clothing appropriate and designed for the task and/or the environment as determined by the Deputy Chief of Operations.

C. Protective Gear

The District will assure that sufficient numbers of pocket resuscitators, TB facemasks and ear protectors are on all response vehicles.

The District will provide all required personal protective equipment and gear required to perform the essential job functions of the position (bunker gear, etc.). It is the District's intent to have two (2) sets of bunker gear issued to suppression personnel by the end of this Agreement.

Upon request, Fire Prevention personnel will be provided prescription safety glasses/goggles once per Agreement term.

D. Class A Uniforms

All personnel covered by this Agreement will be issued a full Class A Uniform. The District will provide all tailoring for Class A uniform jackets and pants/skirts.

Section 2: Laundry and Cleaning of Clothing Paid by District

The cleaning or laundering of the work uniforms (workpants, work-shirts, polo-style shirts and other apparel listed in Section 1A) shall be the responsibility of the employee. If a uniform becomes contaminated, the employee will utilize on-site decontamination with extractor/washer units or refer to the Logistics Officer or their designee for further mitigation. The District is responsible for supplying all items listed in Section 1A. The District shall supply each employee the equivalent of \$5.00 per pay equaling \$260.00 annually for laundry/cleaning costs.

The District shall provide each station with a washer and dryer. A supply of laundry detergent shall be provided for each station and restocked as needed by the District. The washer and dryer provided shall not be used for the decontamination of bunker gear which may be done using the extractor/washer unit.

Section 3: Penalty for Lost Clothing or Misuse of Clothing

Each employee will be required to sign an authorization to enable the District to deduct from the employee's wages the amount of money necessary to replace, except for normal use, the employee's District-furnished clothing, safety devices and/or equipment, in the event the clothing, safety devices and/or equipment is not returned when required, is defaced or is willfully damaged. An employee, who willfully defaces, destroys or misuses District-furnished clothing, safety devices and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for clothing lost while being laundered by the District, nor will the employee be held responsible for protective clothing or equipment stolen from areas over which the employee has no control.

Section 4: Personal Appearance Rules Set Forth in Writing

It is recognized that the District may make and enforce rules relating to personal appearance. Such rules shall be in writing.

Tattoos located on the face, head, neck or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted, however they shall not contain offensive language, symbols, or nudity.

Hair, including facial hair, must allow for proper fit of all personal protective equipment (PPE), including SCBA, respirators, and N95 mask seals. Hair length will not be limited, but must allow for proper fit of all required PPE. Hair longer than shoulder length shall be pulled back in a bun, ponytail or other approved method. Conservative braided or dreadlock hairstyles without beads or ornamentation shall be permitted. For the purpose of determining proper fit of PPE, the Fire Chief shall reserve the right of final approval and the Fire Chief's determination shall not be subject to the grievance process of Article 17.

Section 5: Clothing, Safety Devices and/or Equipment Not To Be Worn Off-Duty

District-furnished protective clothing, safety devices and/or equipment shall remain on the premises unless the employee receives permission to remove such clothing, safety devices, and/or equipment from District premises.

Section 6: Payment for Lost or Damaged Personal Property

The District agrees to reimburse the full cost for prescription eye glasses not to exceed four hundred fifty dollars (\$450), and up to one hundred-fifty dollars (\$150) for wrist watches damaged or lost in the line of duty. The employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price to the Deputy Chief.

Article 19 - Safety and Health

Section 1: District Responsibility

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The District agrees that it will furnish and maintain sanitary toilet facilities, washrooms, kitchens, lockers, changing and sleeping quarters for all employees working twenty-four (24) hour shifts covered by this Agreement.

The District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the District to provide and maintain safe working conditions, tools, equipment, and work methods for its personnel. No members of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned station.

The District agrees to locate office/work areas for EMS Team personnel in each location they are stationed. The District further agrees to secure appropriate furnishings for the space. However, it is understood that there are limitations upon the District in this regard since the District does not own or control the property where these sites are located. It is acknowledged that it is the District's intention to provide furnishings and facilities, or access thereto, as similar to those provided at the stations as practical.

Section 2: Employee Responsibility

All employees shall obey the District's safety and health rules.

Section 3: Health, Fitness and Wellness

A Wellness Program shall be established and is optional for all employees of the Fire Department but it is highly encouraged that all employees participate in the wellness program.

A. Wellness Committee

A Wellness Committee will be established and will consist of three (3) members and a Program Coordinator appointed by the Union President. The committee will meet with the Fire Chief or the designee at least (4) four times a year to recommend equipment needs, guest speaker possibilities, future goals of the program and progress. In addition to exercise selections, the committee will also evaluate the need for new or different equipment in each station.

B. Program Coordinator

To be eligible for this position, a member of the bargaining unit must hold Certified Personal Trainer Certification in the Department's selected CPT program. There will be no additional compensation for this position.

C. Certified Personal Trainer

These persons will be members of the Bargaining Unit who successfully complete the Department's selected Certified Personal Trainer's Program. The Certified Personal Trainers will serve as wellness consultants for Department personnel. Additionally, the CPTs will administer the annual advanced physical fitness assessment for all special risk personnel, under the oversight of the Training Section. The District agrees to maintain up to twelve (12) CPTs, including supporting requests to maintain the certification.

D. Implementation of the Wellness Program

The Wellness Program may consist of a combination of exercise and classes relating to the employee's overall health and well-being. Each class may be recorded and placed on to the computer network for all employees to utilize at their convenience.

Section 4: Medical Surveillance Examinations

- A. Each employee certified as a Firefighter and/or classified as a Firefighter/EMT, Firefighter/Paramedic, Engineer, and Lieutenant will be required to undergo an annual medical surveillance physical examination, as per the 2013 edition of the *NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments*, conducted by a licensed physician designated and paid for by the District and scheduled on duty time.
- B. Every employee outlined in Section A above is required to have completed the Department annual physical in each calendar year. Employees who do not complete their annual physical by the end of the calendar year will be placed on unpaid leave and subject to the disciplinary process. Employees who miss the opportunities offered by the District to attend an annual physical appointment shall be responsible to "make up" the appointment on their own time, while off duty, and will not be paid for time spent attending the physical. Exceptions will be made for personnel out on approved leaves of absence.
- C. All other employees not outlined in Section A above will be offered a basic annual physical examination by the District's medical services provider as requested by the employee. It will not be an NFPA 1582 physical examination.

The annual medical surveillance examination shall also include:

- 1. Chest X-ray (every five (5) years until the age of forty (40), every two (2) years at the age of forty (40) through the age of fifty (50), and every year over the age of fifty (50) unless required more frequently by the District's medical services provider, or as per the 2013 edition of the NFPA 1582 standard or based upon objective medical evidence or upon request of the employee.)

2. Stress EKGs with or without echocardiography or radionuclide scanning may be performed as a part of the yearly physical at the District's expense and where it is determined appropriate as determined by the District's medical services provider or as provided by the 2013 edition of the NFPA 1582 standard.

At times scheduled by the District, on-site medical surveillance examination will be conducted by Life-Scan, Site-Med, or any similar provider selected by the District. Management will schedule employees for the examination. On-duty employees who are examined on-site will not be compensated; off-duty employees who are examined on-site will be compensated.

- B. In addition to the above, those specifically designated for the S.O.A.R. Team will undergo the following except as otherwise noted:

1. Blood Tests to include: Glucose, BUN (Urea Nitrogen), Creatine , BUN Creatine Ratio, Uric Acid, Calcium, Phosphorus, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphates, SGOT, SGPT, Protein, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, C02, Anion Gap, *All Metals, *Cholinesterase, *Hydrocarbons.

These items designated by an asterisk (*) are only required to be tested every two (2) years and will be included in a last test prior to leaving the S.O.A.R. Team whether by request, status change, or retirement.

2. Stress EKG will be provided every two (2) years to personnel over the age of forty (40). NOTE: If requested by the examining physician or the District's Medical Services' provider, a Stress EKG will be performed regardless of the employee's age.

The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Employees will normally be notified within thirty (30) days of any abnormal finding requiring medical follow-up. All follow-up medical appointments will normally be made during on-duty time if possible.

Upon request, personnel may obtain a copy of their medical records from the medical facility.

Upon any exposure (as defined by O.S.H.A. and/or current NFPA standard or guideline) a medical evaluation will be provided, including follow up and treatment.

If the District's medical services provider determines that an employee is unable to successfully complete and/or pass the aerobic capacity test (as referenced in A-2 and B-2 above), the District will make every effort to provide a limited duty position or another open position for which the employee may be qualified (e.g. EMS Team, Inspector, etc.) to the employee for a period of no less than six (6) weeks following the unsuccessful aerobic capacity test.

The District is not required to create a limited duty position, nor is the employee permitted to reject an offer of a limited duty or alternate duty position for which the employee is qualified. If the District is able to provide the employee with such a position, the District will allow the employee two (2) hours of time each workday the employee is in the limited duty or alternate duty position to exercise consistent with an established exercise and fitness regimen.

The employee will be required to re-take the aerobic capacity test six (6) weeks following the unsuccessful aerobic capacity test. If the employee successfully completes the aerobic capacity test, the employee will be returned to their regular job duties. If the employee does not successfully complete the aerobic capacity test, the employee will be granted a medical leave of absence beginning the business day following the unsuccessful aerobic capacity test, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6.

The employee will be permitted to re-take the aerobic capacity test no earlier than twelve (12) weeks following the unsuccessful re-test.

Section 5: Safety Committee

The purpose of the Safety Committee shall be to review and analyze work-related safety concerns, accidents, deaths, injuries and illnesses. The committee may submit recommendations to the Fire Chief pertaining to equipment and unsafe or hazardous working conditions. The Fire Chief may act upon the committee's recommendations or may review, consider, investigate or implement changes to policies and/or procedures as appropriate.

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Four (4) representatives from the District and four (4) from the Union shall form a Safety Committee to further this purpose. The committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as: specifications for protective clothing, equipment and apparatus; review of work related accidents; alleged hazardous conditions. Any two (2) members of the committee may request a meeting with fourteen (14) calendar days' notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

The District may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union representative may attend such meetings.

Section 6: Safety Clothing and Equipment

When the District shall, for safety purposes, require the use of protective clothing, shoes, safety devices and/or equipment, they will be furnished without cost to the employees.

Section 7: Standards

The District will purchase and provide equipment, protective clothing and devices that meet or exceed recognized safety standards (which may include, but not be limited to, the State of Florida Workers' Compensation Rules, NFPA Safety Standards, Federal Standards, U.L., U.S.B. of Mines, OSHA, NIOSH) for the tasks to be performed and will continue to evaluate the performance and reliability of new equipment as it becomes available.

Section 8: Physical Examinations

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District.

An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

- A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening the employee's health or safety or that of others.
- B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation.
- C. When the District concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied.
- D. When the District is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

The District reserves the right to require an employee to undergo a medical examination by a licensed physician designated by the District at the District's request. If the employee disagrees with the medical opinion of the District-designated physician, the employee may select, at the employee's expense, a physician to conduct the District-required medical examination. The results of that examination must be submitted to the District-designated physician for concurrence. In the event the two (2) physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The cost of the third physician shall be paid jointly by the District and the employee.

Employees who the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave in accordance with Article 20. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

Section 9: Employee Rights

An employee's rights to disability, worker's compensation, or other benefits are not affected by the provisions of this Article.

Section 10: Employee Immunizations

The District shall offer immunizations as recommended by the District's medical provider.

Article 20 - Leaves of Absence

Section 1: Family and Medical Leave Act

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act.

Section 2: Personal Leave of Absence

An employee's request for a personal leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, nor more than one (1) unpaid leave granted in any twelve-month period, except for compelling reason. In the event that a personal leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service.

Section 3: Leave for Union Business

One (1) employee during the term of this Agreement will be allowed a reasonable period of leave without pay not to exceed four (4) years, if elected, to hold a full-time office with the International Association of Firefighters or the Florida Professional Firefighters or who is elected and actively serving at the state or federal level as a member of the legislature or congress.

Section 4: Military Service Leave

Military Service leaves will be granted in compliance with federal and state legislation.

Section 5: Medical Leave

- A. An employee who is unable to perform the essential functions of their regular duty/ permanently assigned position, with or without accommodation, due to a health condition shall be eligible for up to twelve (12) months of medical leave under the following conditions:
1. All reasonable attempts will be made to hold a virtual, telephonic, or in-person meeting between the employee and a member of Human Resources or its designee once an employee reaches ninety (90) days in a 12 month period of consecutive or intermittent assignment by use of: (1) temporary modified duty, (2) a Medical Leave from the employee's regular duty/permanently assigned position, or (3) a combination of both. The purpose of this meeting will be to review the workers comp process, and to provide any assistance in facilitating the employee's recovery and return to work process. These meetings will occur at every 90 day interval. Due to the employee's HIPAA rights and possible disclosure of personal health information, only the employee can allow an elected, and actively serving, member of Union leadership to attend

the initial and subsequent ninety (90) day meetings. No other members of the District staff or union will participate in the meetings without approval from both the employee and a member of Human Resources.

2. Prior to 180 days of medical leave, the employee must have a follow up appointment with the district appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the following six (6) months.
 3. Prior to 270 days of medical leave, the employee must have a follow up appointment with the District appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the next three (3) months.
 4. If the District's medical care provider is unable to provide certification of the employee's expectation to return to full duty at either the six (6) or nine (9) month follow up, the employee is entitled to seek a second opinion at a provider of their choosing, at their own expense. Should the District's medical care provider, and the medical provider giving the 2nd opinion contradict each other, the District shall provide a 3rd provider at the District's expense, and the employee will be subject to the final ruling of said provider.
 5. Should an employee become medically separated after the six (6), nine (9) or twelve (12) month timelines, and then subsequently be returned to a full duty status, and the District conducts a hiring process within the following 24 months from time of separation, the separated employee is entitled to reapply for the position, and should they pass all of the hiring requirements, shall be placed at the top of the list to hire. The employee rehired will regain the years of seniority prior to being medically separated, however any time that passes while separated shall not be applied for the purpose of seniority. Employees who have an active suspension or last chance agreement in force at the time of separation will not be eligible for placement at the top of the list in the rehire process.
- B. An employee requesting a medical leave of absence must provide a written statement from the treating physician documenting the reason for the leave, the beginning date, and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.
- C. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits. Unpaid leave shall not extend beyond thirty (30) days when paid time off benefits are available.

- D. An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.
- E. Medical leave will run concurrently with all other available and applicable leave for which the employee is eligible, including FMLA leave. Accordingly, if FMLA leave is taken for a reason that medical leave will also apply or be granted, medical leave will run concurrently with the FMLA leave regardless of whether the leave has been designated separately from FMLA leave as “Medical Leave.”
- F. Employees eligible for medical leave may be offered or provided temporary modified duty assignments in accordance with the employee’s work restrictions. Availability, assignment, work hours, length of assignment, and all other conditions of temporary modified duty assignments will be determined at the sole discretion of the District and based on operational needs of the District. The District is in no way obligated to provide temporary modified duty assignments and may end temporary modified duty assignments at its sole discretion. Employees with occupational injuries will receive priority for temporary modified duty assignments. If the District provides an employee with temporary modified duty at the employee’s request, and in accordance with the employee’s restrictions, the employee must report for an assignment when the District makes an assignment available. Any time spent by an employee working a light duty or temporary modified duty assignment due to a health condition that prevents the employee from performing any or all of the essential functions of the employee’s regular duty/permanently assigned position with or without a reasonable accommodation, will be designated and tracked as medical leave under this Article. The Fire Department and/or Human Resources may review temporary modified duty assignments at its discretion. In no event may temporary modified duty assignments extend beyond twenty-four (24) weeks without review.

Section 6: Non-Occupational Medical Leaves Exceeding One (1) Year

Those employees whose accumulated time on non-occupational medical leave of absence totaling up to one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. When an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one (1) year period.

- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

Section 7: Occupational Medical Leaves Exceeding One (1) Year

Those employees whose accumulated time on occupational medical leave of absence totaling one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut off described above.
- B. When an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.
- D. The District shall make a reasonable effort to provide limited duty work assignments to employees on occupational medical leave.

Section 8: Paid Parental Leave

All members covered by this Agreement shall have the right to the District's Paid Parental Leave Policy (Addendum "E") until the next A-Unit Collective Bargaining Agreement is ratified following the expiration of the one-year CBA for the period of January 1, 2026 to December 31, 2026.

Section 9: Supplemental Cancer Bill Compensation Benefit Policy

All members covered by this Agreement shall have the right to the District's Supplemental Cancer Bill Compensation Benefit Policy (Addendum "F") until the next A-Unit Collective Bargaining Agreement is ratified following the expiration of the one-year CBA for the period of January 1, 2026 to December 31, 2026.

Article 21 - Boards of Inquiry

Section 1: Investigation of Hazardous Line-of-Duty Illness or Disability

Upon any illness or disability to a member of the Department arising out of, or occurring under hazardous circumstances in the line of duty, a Board of Inquiry, consisting of the Fire Chief, the Union President, or their designees, and the District's Medical Services representative shall be convened, as soon as possible, to investigate such illness or disability.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such illness or disability shall be exempt from and not considered as ordinary sick leave, but shall in such event, be considered and classified as hazardous line-of-duty illness or disability. The Board of Inquiry's determination is final and binding on all parties.

Section 2: Investigation of Hazardous Line-of-Duty Illness or Disability Pay

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive the employee's full salary for the duration of such disability; or until the employee is examined by a qualified physician and given a certificate that such disability is ended; or upon the expiration of one hundred eighty (180) days, whichever is the lesser period. Upon certification of a qualified physician, a recommendation of the Board of Inquiry, and approval of the District Administrator, the period of hazardous line-of-duty disability may be extended. The Board of Inquiry, in determining the classification of hazardous line-of-duty illness or disability, shall take into consideration the unusual, unexpected, hazardous and peculiar circumstances of the employee seeking such classification and may make such investigations and hold such hearings as it may consider necessary for fair determination of the matter. The affected employee may request union representation at such hearings. The determination of the employee's classification shall be at the sole discretion of the Board of Inquiry, and not an established right of any employee. The determination of the Board of Inquiry shall be final and binding on all parties.

Section 3: Failure to Return from Medical Leave

An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.

Section 4: Contracted Disease

Any employee who contracts a communicable disease recognized by, and meeting the eligibility requirements within *Florida Statute Chapter 112.18, Public Officers and Employees: General Provision*, which results in total or partial disability or death, shall be presumed to have contracted the communicable disease in the line of duty, unless the contrary be shown by competent evidence.

Article 22 - Vacancies and Promotions

Section 1: Filling of Vacancies

When it is determined by the District that an opening exists in any job classification represented by this Agreement, notices shall be distributed via the District's e-mail system to all Department employees stating the job title, job description, job duties and job prerequisites. Preference shall first be given for the filling of this vacancy to qualified employee(s) of the Fire Department. Employees shall submit a letter of intent to become a candidate for promotion, which shall include verification of how or when the listed requirements for the position have been met. All requirements in this Article must be met by the closing date of the posting.

- A. If the District's determination is that the qualified employees are not equal, the better qualified employee in the opinion of the District will be selected.
- B. If the District's determination is that two (2) or more employees are equally qualified for the same vacancy, the employee with the greatest seniority will be selected.
- C. If the District determines that no employee is qualified for the existing opening, the District shall be free to hire for that job from any source it sees fit.

Section 2: Promotions – Engineer and Lieutenant

Employees shall be promoted to the rank of Engineer and the rank of Lieutenant in accordance with the following:

A. Eligibility Requirements - Engineer

- 1. Must be an out-of-class Engineer for the Reedy Creek Fire Department, in accordance with Article 11, for a period of time not less than one (1) year. This year begins at the final sign-off date on the completion and certification of the Out-of-Classification / Move-Up Engineer packet. The year must be completed, and validated by the Training Section, by the closing date of the posting in order to proceed with the promotional assessment.
- 2. Must be employed with the Reedy Creek Fire Department as a Firefighter for a minimum of four (4) years.
- 3. Must possess a current State of Florida Fire Service Apparatus and Pump Operator's Certification.
- 4. Must have and maintain a State of Florida EMT or Paramedic Certification.
- 5. Must be Department-certified as a Hazardous Materials First Responder .
- 6. Must have successfully completed a forty (40) hour Aerial Apparatus

Operations' course approved by the Florida State Fire College or its equivalent as determined by the District.

7. Personnel file must not contain any active disciplinary action (written reprimand or suspension) within in the last twelve (12) months preceding the posting closing date.

B. Testing System - Engineer

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Engineer. The written exam shall consist of, but not limited to, area familiarization, apparatus and equipment operation and hydraulics, and policies and procedures relating to apparatus and fireground pumping operation.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the candidates for Engineer. The practical assessment shall include a Department-approved driving course and a pumping evolution to include engine and aerial operations (driving and pumping both apparatus).
3. A panel interview will be conducted. The panel shall consist of five (5) members consisting of one (1) seated Engineer from the Reedy Creek Fire Department (name provided by the Union), one (1) Union officer or their designee, two (2) members of the RCFD management team, and one external assessor as determined by the District.

C. Test Scoring - Engineer

1. The written exam shall make up 10% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The driving course exercise shall make up 30% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
3. The pump operations exercise shall make up 30% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
4. The aerial operations exercise shall make up 20% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
5. The final component , a panel interview, shall make up 10% of the overall Engineer assessment score.

In order for a candidate to be placed on the promotional list, the candidate must

score an overall average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths)

D. Eligibility Requirements - Lieutenant

1. Candidates must have a minimum of five (5) years with the Reedy Creek Fire Department as a Firefighter/Paramedic or Engineer or any combination thereof. Candidates must have successfully completed the out-of-class Lieutenant training in accordance with Article 11, for a period of time not less than one (1) year. This year commences once the Training Section validates successful completion of the Out-of-Classification/Move-Up Lieutenant packet. The Training Section will enter the Out-of-Classification Lieutenant effective date into the Department's electronic training records system.
2. Must have a State of Florida Fire Officer One (FO1) certification.
3. Must have a State of Florida Fire Safety Inspector (FSI) certification.
4. Must be an out-of-class Engineer for the Reedy Creek Fire Department, in accordance with Article 11, for a period of time not less than one (1) year. This year commences once the Training Section validates successful completion of the Out-of-Classification/Move-Up Engineer packet. The year must be completed by the closing date of the posting in order to proceed with the promotional assessment.
5. Must possess a current State of Florida Fire Service Apparatus and Pump Operators Certification.
6. Must have and maintain a State of Florida EMT or Paramedic Certification.
7. Must be Department-certified as a Hazardous Materials First Responder.
8. Must have successfully completed a forty (40) hour Aerial Apparatus Operations course approved by the Florida State Fire College or its equivalent as determined by the District.
9. Personnel file must not contain any active disciplinary action (written reprimand or suspension) within the last twelve (12) months preceding the posting closing date.

E. Testing System - Lieutenant

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Lieutenant. Reference materials used in an examination will be kept current, but may be amended no later than thirty (30) days prior to the examination. The written exam shall contain questions referencing:

- Field operational and tactical policies, procedures, and guidelines.
 - Administrative policies, procedures, and guidelines.
 - Safety policies, procedures, and guidelines.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Lieutenant. The practical assessment shall include:
 - a. A tactical / emergency service exercise
 - b. In-basket exercise
 - c. Subordinate counseling / coaching
 - d. An instruction/teaching component
 3. A panel interview will be conducted. The panel shall consist of five (5) members consisting of One (1) seated Lieutenant from the Reedy Creek Fire Department (name provided by the Union), one (1) Union officer or their designee, two (2) members of the RCFD management team, and one external assessor as determined by the District.

F. Test Scoring - Lieutenant

1. The written exam shall make up 20% of the overall Lieutenant assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The tactical / emergency service exercise shall make up 40% of the overall Lieutenant assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
3. The instruction/teaching component shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
4. The in basket exercise shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
5. The subordinate counseling / coaching exercise shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
6. The final component, a panel interview, shall make up 10% of the overall Lieutenant assessment score.

In order for a candidate to be placed on the promotional list, the candidate must score an overall average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths).

G. Candidate Selection

A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates on the list, unless a selected candidate declines the promotion (retaining rank order position). The Fire Chief may elect to give preference based on a candidate's certifications, commendations, disciplinary record, experience, and contributions made to the Department. When those candidates have been promoted, any subsequent promotions shall be made from the remaining top three (3) candidates on the list as described herein. This rule of three (3) shall continue until the list is exhausted or expires, whichever comes first. The list shall expire after two (2) years in accordance with Section 1A and 1B.

H. Test Administration

Promotional exams shall be administered within sixty (60) calendar days of the announcement. The promotion shall be completed at the discretion of the Fire Chief.

I. Test Preparation

In the event the District provides organized promotional training/preparation programs or sessions (other than normal on-shift training or practice), the District will make every reasonable effort to ensure that all declared eligible candidates be given equal time and/or access to the training/preparation.

J. Assessment Center Administration

In administering the Assessment Center, it is understood and agreed between the parties that any objection to the assignment of a particular assessor to a particular group of candidates must be raised prior to the initiation of the Assessment Center, and that all results from the Assessment Center will be considered final and binding.

Upon conclusion, candidates shall be given the opportunity to review their individual results.

K. Promotional Assessment Committee

Prior to the distribution of an assessment notification, both the Fire Chief and the Union President shall appoint a designee to review and agree upon the testing content for the upcoming assessment. These designees shall discuss major areas of content to be included in the exam. However, such discussion shall not include actual test questions or practical assessment scenarios.

Statements or actions by the Union designee in this committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

Section 3: Promotions – Assistant Supervisor

A. Experience Requirements – Assistant Supervisor

1. Candidates must have 3 years experience as a dispatcher within the RCFD Communication Center.
2. Must have and maintain Florida Public Safety Telecommunicator Certification.
3. Must have and maintain Emergency Medical Dispatch Certification and Emergency Fire Dispatch Certification.
4. In addition to maintaining all certifications required of a dispatcher, applicants are required to obtain and maintain APCO Communications Center Supervisor (CCS) certification within one year of promotion.

B. Testing System – Assistant Supervisor

1. A written examination will be administered to measure the skill and ability dimensions of the candidates for Assistant Supervisor. Reference materials used in an examination will be kept current, but may be amended no later than thirty (30) days prior to the examination. The written exam shall contain questions referencing:
 - a. Communications center policies, procedures, and guidelines
 - b. Administrative policies, procedures, and guidelines
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Assistant Supervisor. The practical assessment shall include:
 - a. In-basket exercise
 - b. Conflict resolution exercise
3. A panel interview will be conducted. The panel shall consist of three members, consisting of two captains assigned to the Communications Center and the Assistant Chief of Communications.

C. Test Scoring – Assistant Supervisor

1. The written exam shall make up 30% of the overall Assistant Supervisor assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The in-basket exercise shall make up 30% of the overall Assistant Supervisor assessment score. There is no minimum passing score for this component.
3. The conflict resolution exercise shall make up 30% of the overall Assistant Supervisor assessment score. There is no minimum passing score for this component.
4. A panel interview will be conducted. The panel interview shall make up 10% of the overall Assistant Supervisor assessment score.

Successful Candidates must score an overall (combined) average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths)

Section 4: Wage Adjustments for Promotions and Reclassifications

All wage adjustments for promotions or reclassifications will be step-for-step.

Article 23 - Educational Assistance

Section 1: Purpose

To provide educational assistance for employees of the Reedy Creek Fire Department.

Section 2: Scope

- A. Applies to all employees of the Reedy Creek Fire Department covered by this Agreement. The District will reimburse seventy-five (75%) percent of the cost for tuition and books for courses in an accredited Fire Technology, Fire Science, Emergency Management or Paramedic Technology Degree Program.

- B. Employees that have obtained an Associate's Degree are eligible for educational assistance for fire service and emergency management related courses towards a Bachelor's degree. Approval shall not be unreasonably denied, however, denial shall not be subject to the grievance procedure.

Section 3: Guidelines

- A. Applications for course(s) must be submitted for reimbursement on the Educational Reimbursement Forms prior to the first day of the class.

- B. To receive reimbursement monies for tuition and books, the approved course must be completed with a final grade of C or above and transcript and receipt provided to Fire Chief or the Fire Chief's designee upon completion of class.

- C. The District will review and approve elective course(s) which the District determines are job related and of benefit to the District.

Section 4: Educational Limitations and Exceptions

- A. Each employee is limited to \$5,000 of educational assistance per calendar year. The District shall not be obligated to authorize any monies above \$50,000 in any calendar year for educational reimbursement.

- B. The District may approve classes which the District determines are job related and of benefit to the District and the employee making application. The approved course will be reimbursed as provided in Section 2.

- C. The District agrees to pay 100% of the cost of EMT, Fire Safety Inspector, NICET II or state equivalent class, Certified Plans Examiner, or other required recertification fees and licenses.

- D. The District will provide educational assistance to probationary employees who follow the prescribed procedures and successfully complete their probationary periods. Such reimbursement will be paid after the probationary period is successfully completed.

- E. The District agrees to pay 100% of the cost of tuition and books for employees who successfully complete Paramedic Training from an accredited institution and obtain the State of Florida Certification. This reimbursement is not to exceed \$10,000 per employee.
- F. Employees who voluntarily terminate their employment with the District within twelve (12) months of receipt of reimbursement shall refund the reimbursement received to the District for any classes which are not required under promotional guidelines or related to the eligibility requirements for additional compensation. The District will evaluate extraordinary circumstances beyond the employee's control in the administration of this provision.
- G. The District shall pay one hundred (100%) of the cost of tuition and books for employees who successfully complete an aerial operations class from an accredited college or an institution approved by the District.

Article 24 - Holidays

Section 1: Eligibility

All employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday. If the employee's failure to work the employee's regularly-scheduled shift falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfied the District in this respect, the employee shall be eligible to receive holiday pay. Employees shall not be entitled to holiday pay if out on worker's compensation leave, any leave without pay, or short or long-term disability.

Section 2: District Observed Holidays

New Year's Eve (December 31 for Operations, Communications, and EMS Team only), New Year's Day (January 1st for Fire Prevention only), Martin Luther King Day (observed), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day, Thanksgiving Day (usually last Thursday in November), the day after Thanksgiving, the day before Christmas (December 24) and Christmas Day (December 25).

Section 3: Holiday Pay and Holiday Pay When Worked

- A. Communicators working twelve (12) hour shifts who work a recognized holiday shall receive twelve (12) hours of straight time wages in addition to *Holiday Pay – Working* equal to one and one half (1 ½) times their normal hourly pay rate for up to twelve (12) hours. Hours worked in excess of twelve (12) on a paid holiday shall be paid at the double time rate, with *Holiday Pay - Working* being paid at the double time rate.
- B. Communicators working ten (10) hour shifts who work a recognized holiday shall receive ten (10) hours of straight time wages in addition to *Holiday Pay – Working* (equal to one and a half (1 ½) times their normal hourly pay rate) for up to ten (10) hours. Hours worked in excess of ten (10) on a paid holiday shall be paid at the double time rate, with *Holiday Pay – Working* being paid at the double time rate.
- C. EMS Team Paramedics and EMS Team EMTs working , 10, 12, 14 or 15 hour shifts, or any combination thereof, who work a holiday shall receive one (1) hour of straight time wages in addition to one (1) hour of *Holiday Pay – Working* equal to one and one half (1 ½) times their normal hourly pay rate for their normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with *Holiday Pay – Working* paid at the double time rate.

- D. Twenty-four (24) hour shift employees: Employees who meet the eligibility in Section 1 and who work a holiday shall receive one (1) hour of straight time wages in addition to one (1) hour of holiday pay-working equal to one (1) times their normal hourly pay rate for all hours worked in their normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday shall be paid with holiday pay-working paid at the double time rate. Employees who do not complete their assigned holiday shift will receive holiday pay not-working in accordance with Section 4 below if the District sick leave requirements are met.

- E. Fire Inspectors and Plans Examiners: If a recognized holiday falls on a normal day off, the employee will be paid hours based upon normal shift of straight time holiday pay. If the District observed holiday falls on a day that the employee is normally scheduled to work, the employee would not normally be required to work and would receive the employee's scheduled shift hours of straight time wages as holiday pay for the day. If the employee is required to work the employee's normally scheduled shift on the holiday, the employee shall receive one (1) hour of straight time wages for each hour worked in addition to one (1) hour of *Holiday Pay – Working* equal to one and one half (1 ½) times the employee's normal hourly pay rate for each hour worked in the employee's normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with *Holiday Pay – Working* paid at the double time rate.

Section 4: *Holiday Pay when Not Working*

Should a recognized holiday fall on a 24-hour shift employee's, Communicator's, EMS Team Paramedic or EMS Team EMT's regularly scheduled day off, the employee shall receive *Holiday Pay – Not Working* wages equal to twelve (12) hours of the employee's normally hourly rate.

Section 5: *Holiday Pay Considered Time Worked for Computing Overtime*

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one (1) of the employee's two (2) regularly-scheduled days off or when a holiday falls during a vacation period.

Section 6: *Holiday Pay for Holiday During Vacation*

Should a holiday fall during the period of an employee's vacation, the employee shall be paid pursuant to Section 4 above.

Section 7: *Holiday Start Time*

- A. For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 0800 hours on the holiday and terminate at 0759:59 hours on the following day.

- B. For Lieutenants, the holiday shall commence at 0700 hours on the holiday and terminate at 0659:59 hours on the following day.

Section 8: Floating Personal Holidays

On January 1st of each year, all employees shall be given the allotted Personal Holiday Leave as defined below based upon years of service:

- 0 to 15 years of service: 1 shift
- 15+ years of service: 2 shifts

The employee must wait until after January 1st to schedule and may not schedule these holidays during the vacation selection process completed prior to January 1st. The approval of these days will be based upon the availability of time according to the vacation calendar which shall be posted January 1st.

Employees must be employed on January 1st in order to receive the personal holiday leave and there will be no pro-rated issuance based on mid-year employment. These days may not be banked for use in a subsequent calendar year and are not payable at termination.

In the event two employees request the same date within the same 24-hour shift, the employee with the most Departmental seniority shall be awarded the date. However, once an employee has been appropriately awarded the date, an employee with more Departmental seniority may not bump the awarded employee from the position.

Section 9: Holiday Schedule

No training will be conducted on an observed holiday as identified in Section 2 of this Article.

Article 25 - Vacations

Section 1: Definitions

A. Calendar Year

A consecutive period of time commencing on January 1st and ending on December 31st.

B. Anniversary Year

A year commencing with an anniversary of continuous service.

C. Conditions

1. Employees shall receive a vacation hour each pay period for all hours worked. Employees will no longer accrue vacation hours once the annual accrual limit in Sections 2, 3, and 4 is reached for the calendar year based on the employee's continuous years of service with the District.
2. Regular employees may request the use of their accrued vacation after six (6) months of continuous service have elapsed from their date of hire.
3. The Fire Chief or designee may disapprove vacation requests or cancel previously scheduled vacation days during federal, state, or local disaster declarations directly impacting the District, or during other designated times of crisis beyond their control and not self-imposed. The District will make every reasonable effort to avoid cancelling previously scheduled vacation days. Proof of previously booked travel or other engagements may be accepted to avoid vacation cancellation.
4. Vacation requests made outside of the vacation bidding process should normally be made at least 24 hours in advance. Requests made within twenty-four (24) hours may be denied.
5. Vacations requests must touch the start or end of the shift, and if at the start of a shift must be a minimum of four (4) hours in duration for twenty-four (24) hour personnel. There shall be no vacation time permitted mid shift that does not touch the start or end of the employee's scheduled shift time.

Section 2: Vacation Accrual Formula - Two (2) Weeks of Vacation

A. FORTY (40) HOURS PER WEEK EMPLOYEE

Vacation hours accrued – 80 /yr. (0.03846 hrs /all hours worked)

B. TWELVE (12) HOUR SHIFT EMPLOYEE

Vacation hours accrued – 84 / yr. (0.04251 hrs/all hours worked)

C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE

Vacation hours accrued - 120 /yr. (0.04808 hrs/all hours worked)

Section 3: Vacation Accrual Formula - Three (3) Weeks of Vacation

Employees will begin accruing three (3) weeks of vacation on the fifth (5th) anniversary of continuous service with the District.

- A. FORTY (40) HOURS PER WEEK EMPLOYEE
Vacation hours accrued - 120 /yr (0.05769 hrs/all hours worked)

- B. TWELVE (12) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 126 /yr (0.0638 hrs/all hours worked)

- C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 168 /yr (0.06731 hrs/all hours worked)

Section 4: Vacation Accrual Formula - Four (4) Weeks of Vacation

Employees will begin accruing four (4) weeks of vacation on the fifteenth (15th) anniversary of continuous service with the District.

- A. FORTY (40) HOURS PER WEEK EMPLOYEE
Vacation hours accrued - 160 / yr (0.076923 hrs/all hours worked)

- B. TWELVE (12) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 168 / yr (0.08502 hrs/all hours worked)

- C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE
Vacation hours accrued -240 /yr (0.096154 hrs/all hours worked)

Section 5: Vacations Not Cumulative

Employees may carry over a maximum of one year of vacation accrual at their current accrual rate in January of each year. Any vacation in excess of this amount not used by January 1 of each calendar year will be deemed lost.

Section 6: No Pay In Lieu of Time Off

The District may not grant, nor the employee request, pay in lieu of time off for vacation.

Section 7: Vacation Scheduling

- A. The District shall be responsible for scheduling vacation in the months of October, November and December prior to the year for which the vacation is to be scheduled.
 - 1. The District shall allow up to four (4) 24-hour Shift employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances. The District will ensure there are adequate vacation selection slots for employees to each take the equivalent of one (1) year of vacation accrued during any calendar year.

Employees having the appropriate leave balance, and wishing to schedule vacation in excess of the equivalent of one (1) year of vacation, may do so after everyone has completed their annual, round three, vacation selection and prior to January first (1st). Vacations will be selected by seniority, by shift, except that any employee may select available vacations days after January.

2. All vacation shall be selected within guidelines established by the District.
 3. Communicators, Fire Inspectors, Plans Examiners, and Assistant Supervisors shall select vacation by seniority the first week of November.
 4. EMS Team Paramedics and EMS Team EMTs shall select vacation by seniority as defined in Department policy.
- B. Because of changing schedules, personnel may defer vacation selection to a more appropriate time. Deferrals may not bump already scheduled vacation time. If a vacation schedule change occurs, the Section Supervisor shall post the opening for a period of seven (7) days. At the end of that posting, the day will be awarded based upon seniority of all those who submitted a request.

Vacations for EMS Team Paramedics and EMS Team EMTs, Communicators, Fire Inspectors, and Plans Examiners will be scheduled separately and will have no bearing on Suppression vacation. The District/Department shall allow up to three (3) EMS Team employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances.

Previously approved vacation leave for EMS Team personnel who are transferred by the District/Department to a different shift will be adjusted and/or assigned at the discretion of the District.

C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE Vacation Selection Schedule

The District/Department shall be responsible for coordinating the selection and scheduling of vacations in the months of October, November, and December prior to the year in which the vacation is to be taken. Vacations shall be selected by department seniority, by shift, starting with the first shift in the third week of October.

The District/Department shall allow up to four (4) employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances.

The vacation of individuals who are transferred by the District/Department to a different shift will be adjusted and/or assigned at the discretion of the District.

TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE Vacation Selection Procedure

Shift personnel will be advised, in advance of the selection dates, that they are to select their vacation. If an employee is not available to make their selection on the assigned date, the employee must forward three (3) optional dates, in order of choice, to the Shift Commander or Battalion Chief for consideration. If the employee is on leave and/or unavailable during the vacation selection process and does not forward optional dates, the Shift Commander or Battalion Chief will skip the employee's turn for vacation selection.

Vacation selection will be accomplished in three (3) rounds. The vacation schedule will be continuously updated.

Vacation days for all rounds shall be selected by Departmental seniority, with no limits on classifications.

Personnel will be allowed to skip blocked (vacation days full) shifts to continue their pick. ADO's may be used when selecting a continuous block of vacation days during any round.

Personnel with converted sick leave will be allowed to schedule that time in any round.

Vacation dates selected during the bidding process must be entire shifts – not partial shifts.

Round One: Personnel will be allowed to schedule one (1) block with a minimum of two (2) consecutive shifts during Round One. Personnel may not select only one shift in this round.

Round Two: Personnel will be allowed to schedule a maximum of two (2) blocks with a minimum of one (1) shift per block. Multiple shifts in a block must be consecutive.

Skip one shift

Round three: No restrictions on blocks or continuity. At the end of round three, personnel who have not made vacation selections, equal to a year's vacation accrual, shall have unselected vacation bank.

Round four: Personal Day Selection. No restrictions on blocks or continuity.

*At the end of round four, personnel who have not made personal day selections equal to a year's personal day accrual shall have unselected personal days banked.

D. Personal Responsibility

1. It is up to every individual in the operations/suppression section to understand the vacation schedule. If an individual is off duty, their turn will be passed over until the end of the round unless the individual has emailed the entries A, B, and C shift; Command Staff a variety of selection dates. The Command Staff will use the email and make a selection in at least two rounds.
2. Upon return to work, personnel that did not leave the appropriate vacation selection documentation will not be allowed to select days until the end of the round the selection process is in. In addition, personnel will not be allowed to alter their previous selections.
3. It is the responsibility of each individual to send their vacation selection to the Command Staff in person or via email.

Section 8: Pay Rates for Vacations

Vacations will be paid at the straight-time rate in effect at the time the vacation is taken.

Section 9: Vacation Change Notification -24 hour Shift Employees

When a vacation slot becomes available on a shift day that was previously unavailable, the Department will post notice of the vacancy via e-mail to the appropriate shift by that shift's commander on the date the cancellation is received. The notice will include the open date and a deadline for employees to submit their requests to fill the vacancy. This deadline will normally be within three (3) consecutive shifts beginning on the date of notification. In situations where the vacation slot becomes available and the Department does not have three (3) consecutive shifts to post notice, the employees must submit their requests on the same day as the notification of the vacancy.

All requests must be submitted in writing using the Department's e-mail system.

It is agreed that the Department will only be responsible for notification to those employees who are on-duty and shall not be responsible for the notification to those employees on ADO or other benefit time.

Section 10: Pay for Unused Vacation at Termination of Employment

All permanent employees who have been continuously on the payroll for six (6) months or longer, and who terminate employment, shall receive payment for all unused vacation hours.

A. The Total payout of accrued and unused vacation time for each employee shall never exceed the maximum vacation accrual based on years of service in force at the time of termination or five hundred (500) hours, whichever is lower. This total applies whether payouts of said vacation time are issued as one or more than one payment as described below.

B. All full-time employees who are eligible for vacation and who terminate employment will be paid for all unused vacation up to their maximum vacation accrual cap at the time of termination or five-hundred (500) hours, whichever is lower, subject to the limitations outlined below.

C. Those employees entering the Florida Retirement System Deferred Retirement Option Plan (DROP) have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or five-hundred (500) hours, whichever is lower. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance. Employees making this election then will continue to accrue vacation utilizing the same accrual criteria as they had at the time of entering the DROP.

D. Upon termination, they may receive a second payout of their accrued annual vacation time. However, this payment is limited to an amount, when combined with any payment elected at the time of entering the DROP, that will not exceed the maximum vacation accrual cap at the time of termination or five-hundred (500) hours, whichever is lower. A secondary payout of vacation time, if any, will not be included in the employee's retirement benefit as the benefit is calculated at the time the employee entered the DROP.

Article 26 - Jury Duty Pay & Judicial Proceedings

Section 1: Eligibility

All permanent employees are eligible for jury duty pay.

Section 2: Pay

- A. Twenty-four (24) Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.
- B. Twelve (12) Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twelve (12) hours in any day or normal scheduled hours in any payroll week.
- C. Forty (40) Hour Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week. Personnel shall not be compensated beyond their scheduled shifts and/or forty (40) hours per week.
- D. If an employee is released from jury duty and half or more hours remain on the employee's scheduled shift, the employee is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following the employee's regularly-scheduled shift. Employees will be dismissed from duty at least twelve (12) hours prior to any jury duty.
- E. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

Section 3: Judicial Proceedings

- A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned station to the site of the proceeding by the most direct District approved route.

- B. Involvement in the above proceedings will be paid at one and one-half (1.5 %) times the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile. The District shall also reimburse the employee for tolls and parking.
- C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.
- D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit taxpayers of the District.

Article 27 - Bereavement Leave Pay

Section 1: Eligibility

All employees are eligible for bereavement leave.

Section 2: Time Off With Pay

Employees bereaved by a death of a member of their immediate family will be granted time off with pay for time to travel to and from the funeral location and attendance at the funeral.

Section 3: Definition of Immediate Family

The deceased must have been a member of the immediate family, and is defined as the employee's current spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, step-children, step-mother, step-father, grandchildren, son-in-law, daughter-in-law, nieces and nephews, or ward. The foregoing relatives of the employee's current spouse shall be considered as immediate family for the purpose of this Article.

Section 4: Maximum Bereavement Leave

- A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave. A third work shift, if needed, will be granted by the Fire Chief, or the Fire Chief's designee, for the employee to travel out of state to attend the funeral.
- B. Twelve (12) Hour Shift Personnel: Bereavement leave will be paid up to a maximum of forty-eight (48) hours within a seven (7) day period per leave.
- C. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours within a seven (7) day period per leave.
- D. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave.

Section 5: Payment of Bereavement Leave Pay

Payment will be based on the individual's current straight-time rate.

Article 28 - Sick Leave

Section 1: Eligibility for Sick Leave

Employees shall receive their annual allotted sick leave hours on the payroll containing January 1st. Employees hired after January 1st will receive sick leave on a prorated basis. Sick leave may be used from date of hire. Employees who do not successfully complete the probationary period will not be paid for unused sick time.

Section 2: Sick Leave Hours

Upon ratification of the January 1 through December 31, 2026 Collective Bargaining Agreement by both the Union and the Board of Supervisors, the remaining additional hours referenced in the sections below shall be credited to each employee's sick leave bank during the first full pay period following ratification. Thereafter, these hours shall be deposited during the first full pay period in January of each year.

All employees covered by this Agreement will have their annual allotment of sick time deposited in their bank in accordance with the sections below.

A. EMS Team Personnel

EMS Personnel shall receive one-hundred twenty four (124) hours each year.

Unused sick leave may be accumulated up to a maximum of two-hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

B. Forty (40) Hour Employees

Fire Inspectors and Permit Plans Examiners shall receive one-hundred twenty four (124) hours each year.

Unused sick leave may be accumulated up to a maximum of two-hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

C. Forty-Eight (48) Hour/Week Employees

48-Hour Personnel shall receive one hundred fifty-six (156) hours each year.

Unused sick leave may be accumulated up to a maximum of four hundred eighty (480) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

D. Twelve (12) Hour Shift Employees Communications Center

12- Hour Shift Personnel shall receive one-hundred thirty eight (138) hours of sick leave.

Unused sick leave may be accumulated up to a maximum of two hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

Section 3: Utilization of Sick Leave

- A. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used to recuperate from one's own illness or injury or the illness or injury of a dependent whose well-being the employee is responsible. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.
- B. Proof of illness acceptable to the District, such as a medical certificate signed by a licensed physician, may be required to substantiate a request for just cause. Employees not furnishing proof of illness acceptable to the District when required will not be entitled to sick leave pay. Employees will not be entitled to sick leave on days on which they were not scheduled to work. All other requirements contained in the District's policy on attendance/punctuality will be followed by bargaining unit employees.
- C. An employee who reports for work after the start of the employee's scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of the employee's scheduled shift and the time the employee actually started to work.
- D. An employee who calls in sick and is documented by the District to be working in another capacity for any entity other than the District shall not be entitled to sick leave pay and may be subject to discipline, not excluding termination.

Section 4: Separation Payment

Employees who terminate their employment with the District and who do not fall into the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of their sick balance. Terminations for the three (3) categories listed above will be paid 50% of their sick leave balance.

Section 5: Approved Personal Business (APB) Day

A. Forty-Eight (48) Hour/Week Employees

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days, provided the employee maintains a minimum of four (4) shifts / ninety-six (96) hours of sick leave. APBs must be scheduled in advance

and approved by the District. APBs must be taken in twenty-four (24) hour increments.

B. EMS Team Personnel

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in full shift increments.

C. Communicators

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in ten (10) or twelve (12) hour increments.

D. Fire Inspectors/Plans Examiners

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty (40) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in full shift increments.

Section 6: Approved Medical Leave Sick Bank

The District shall maintain a sick leave bank for each employee with the amount of hours equivalent to one (1) calendar week to be utilized for payment of the employee's first calendar week of an approved occupational medical leave. This leave is intended to meet the employee's required waiting period prior to receiving Worker's Compensation benefits.

This leave will not appear on the employee's earnings statement and may not be utilized by the employee for routine illnesses. These hours are not payable at termination.

Article 29 - Health and Welfare

Section 1: Group Insurance

Eligible employees may elect to participate in the District's Insurance Programs. The employees will pay a portion of the applicable premium for the medical, dental, and vision insurance coverage they choose as set forth below, and the District will pay the remaining amount of the monthly medical insurance premium.

An employee's contribution will vary depending on the insurance coverage selected by the eligible employee as follows:

Year	Plan	Employee Only	Employee + 1	Employee + Family
2026	HDHP 80 w/ HSA	\$11.36/week	\$38.61/week	\$65.42/week
	OAPIN w/ HRA	\$41.56/week	\$100.99/week	\$158.11/week
	OAPIN	\$70.00/week	\$159.04/week	\$255.40/week
2026	No more than a 5% increase in the employee's contribution Amount based on the 2025 contribution.			

The employee's increase in this Agreement cannot exceed the increased cost to the District over that same period.

An employee's contributions for selected ancillary insurance benefits for dental, vision, and additional life insurance will be the same as all other District employees.

If an employee changes medical insurance coverage during the term of this Agreement, the maximum 5% premium increase will be based on the prior year's premium amount for the coverage selected.

The District will continue to pay 100% of the cost, per eligible employee, of Basic and Accidental Life, and Short and Long-Term Disability insurance.

Eligible employees shall be defined as employees whose employment status is full-time. Contributions for eligible employees shall become effective the first day of month following completion of thirty (30) days of continuous service.

Section 2: Benefits Advisory Committee

- A. The District and the Bargaining Unit agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs, reviewing benefits and making recommendations.
- B. The District and the Bargaining Unit agree that two (2) members of the Union will be appointed by the Union to the Benefits Advisory Committee. To be clear, there will be a total of two Union members, and they may be selected from either

Bargaining Unit A or Bargaining Unit B.

- C. Benefits Advisory Committee will meet prior to any changes to the upcoming year's benefits and continue to meet on a regular basis in order to monitor all employee benefits, including health plans.

Statements, actions, or participation by Union or District representatives at any employee committee or insurance brokerage meeting shall not constitute waivers by the Union or the District of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, of any proposed change in terms and conditions of employment.

Article 30 - Bulletin Boards

The District shall provide a bulletin board at each fire station location and one (1) in the 911 Communications Center, and the work areas of Fire Inspectors, Plans Examiners, Firefighters, Paramedics and EMTs for the posting of official Union notices. The boards shall be covered with glass and under lock. The keys shall remain in the possession of the on-duty Shift Steward and Commander. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections, and official Union social affairs and any Union or District-issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of the District except on said boards. It is agreed by the union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting date.

Article 31 - Labor Management Communications Committee

Section 1: Establishing Committee

The District and the Union agree to establish a Labor Management Communications Committee composed of four (4) members from each party.

Section 2: Meeting Frequency

Meetings shall be held at least quarterly, but may be held more frequently with the mutual consent of both parties. At the initial meeting, the parties will establish rules of procedure for the conduct of the meetings. The function of the Communications Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: Waivers

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

Article 32 - Prevailing Rights

All rights, privileges and working conditions enjoyed by all employees which are not specifically included in this Agreement shall remain in full force unless changed by mutual consent in writing; provided, however, it is expressly understood that the District retains the right to terminate such rights, privileges or working conditions for just cause. The term "prevailing right" shall not include benefits afforded to employees by the District as a result of its interface with Walt Disney World Co., (e.g., Main Gate Pass, complimentary passes, sales discounts or similar such benefits).

Any grievant alleging a violation of this Article of the Agreement shall bear the burden of proof of establishing that such right, privilege or working condition existed for all employees prior to the implementation date of this contract period.

Article 33 - Policies and Procedures

Section 1: Definitions

CFTOD policies and procedures for the purpose of this Agreement shall be defined as: CFTOD Employee Relations Policy and the RCFD Written Communications System which includes the following: Personnel Orders, Directives, Standard Operating Procedures, General Operating Procedures or any District-issued memorandum, document or policy affecting terms and conditions of employment and past practices associated with such policies and procedures.

Section 2: Providing Copies

The District shall provide a digital copy of the applicable policies, rules and regulations to the Union and shall post a digital copy on the Department's intranet site. Policies, rules and regulations shall become effective twenty-one (21) days from posting date.

Section 3: Relation to Grievance Procedure

Application of CFTOD policies and procedures relating to terms and conditions of employment shall be subject to the grievance procedure.

Section 4: Labor Management Communications Committee

The parties shall address all new or different policies and procedures in the Labor Management Communications Committee.

Section 5: Effective Dates

New or different policies or procedures will not become effective until they have been posted and legally implemented for twenty-one (21) days as per Section 2 above.

Section 6: Waiver of Union Rights

Nothing in this Agreement shall constitute a waiver of the Union's right, if any, to bargain over new or different policies or procedures.

Article 34 - Alcohol and Drug Abuse Policy

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. Accordingly, the District and Union agree to a zero- tolerance Policy concerning on or off-duty use of illegal drugs, abuse of controlled substances on or off-duty, and/or reporting to work or working impaired or under the influence of alcohol or drugs as defined below. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

Section 1: Grounds for Testing

Employees may be tested for the following reasons:

- A. Safety sensitive employees will be subject to drug and alcohol testing only after there is a documented objective reasonable basis that an employee has an in- system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as "substances", while on duty.
- B. As part of a post-accident investigation in cases where:
 - 1. The individual(s) subject to testing is directly linked to the accident, and,
 - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or estimated property damage in excess of \$5,000.

Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.

- C. In the event a government agency that regulates the District advises the District that employees in specified classifications will be required by law to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with federal regulations. Implementation of such changes is subject to impact bargaining.

Section 2: Observation and Notice Procedures

- A. An employee will not be tested under Section 1 above unless their actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect the employee's alertness, coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander, appropriate Assistant Chief or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express consent of a senior member of management (Deputy Chief or above) different from the observation supervisor nor without authorization from the District Administrator (or designee).
- B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested and is available, no specimen will be collected until the Union representative can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.
- C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

Section 3: Drug Testing Procedures

- A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.
- B. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

- C. The drug test will be performed utilizing urinalysis to screen for drug, alcohol or substance abuse.

The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for commercial distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a medical review officer prior to release to the District.

- D. Test thresholds. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be federal standards as established by the Department of Transportation (DOT).

In the event that the District elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the District will give the union written notice of the test methodology used and the threshold levels employed, if so requested by the Union. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the District to establish the acceptability of the test and the reasonableness of the threshold.

- E. Specimen Reanalysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up reanalysis at the request of the Union or the employer. Any re-analysis performed will be done on the original sample provided. The medical review officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result.

Section 4: Alcohol Testing Procedures

Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this Policy if a test reveals the presence of alcohol at a level of 0.08% or more by weight, it shall be presumed that the employee has violated this Policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than 0.08%, the results of the test will be considered along with all other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this Policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this Policy. In the event an employee objects to alcohol testing

by blood sample, the District will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the District reserves the right, prior to implementation of this policy, to abandon blood samples in favor of the alcohol breath analyzer referenced above at any time.

Section 5: Negative Test Results

Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

Section 6: Positive Test Results

Employees who are tested for cause and have a confirmed positive test will be suspended without pay for ninety- six (96) hours for twenty-four (24) hour shift personnel or eighty (80) hours for forty (40) hour personnel for the first offense in addition to the mandatory program referral (as defined below). Employees who subsequently test positive will be terminated. Suspensions for this offense may be considered beyond one year. Should it later be found that the test result was a false positive, the employee will be reinstated with full pay from date of original suspension and documentation removed from the personnel file.

Section 7: Requests for Assistance and Required Participation

- A. Any employee who voluntarily seeks assistance for a drug or alcohol related problem or condition before having a positive test result will be placed on a non-disciplinary medical leave to allow the employee time for assistance. The length of such leave shall be consistent with the recommendations of the assistance provider(s), subject to the provisions of Article 19, Section 8. The employee will be allowed to return to work upon successful completion of the treatment or assistance program, as long as the employee is (i) not then-using any drugs or alcohol in a way that violates Article 33 and (ii) provides to the District a fitness for duty certification prepared by the medical review officer (MRO) or a doctor approved by the District.

- B. Any employee who has a confirmed positive test result for the first occurrence will be required to participate in a state-licensed drug or alcohol treatment or rehabilitation program or the IAFF Center for Excellence (either hereinafter referred to as the "Program") in addition to the disciplinary suspension reference in Section 6 above. In such circumstances, the employee shall be released from duty and placed on leave of absence until referral to the Program and subsequent clearance to return to work. Failure to seek and receive Program assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. An employee testing positive for any subsequent drug test will be terminated.
- C. Employees on a medical leave of absence in accordance with Section 7A above shall utilize available leave benefits on the same basis as for other medical conditions. Employees who return to work after such a leave may be tested under this policy.
- D. This provision shall not be deemed a waiver of the District's existing right to initiate disciplinary action, including termination, in a situation where misconduct has occurred irrespective of the issue of drug/alcohol usage.

Section 8: Test Results Communicated by MRO

Test results shall be communicated by the medical review officer, or the designated District representative. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to Department management strictly on a "need-to-know" basis. Employee drug test records shall not be released outside the District medical department unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. The medical review officer, upon written request from the employee, will report test results to the Union President.

Section 9: Random Testing

Random testing will be permitted if Section 1E is applicable or as a follow-up to rehabilitation. Follow-up rehabilitation random testing shall be allowed for a reasonable period of time after rehabilitation, and only for a reasonable period of time after rehabilitation, not to exceed one year.

Section 10: Employee Discipline and Legal Rights

A positive random test after referral to the Program shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 6, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him/her, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this Policy, neither the District nor the Union waives any legal rights.

The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

Nothing in this Agreement shall be deemed a waiver of the rights of any employee who is disciplined pursuant to these provisions of the Agreement to challenge in a court of law whether such testing was permissible under applicable law.

Section 11: *Management Training*

The District is responsible for providing education for management personnel regarding observation techniques, the availability and desirability of District resources and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug/alcohol related information and referring employees who may have a problem to appropriate counseling.

Section 12: *Hold Harmless*

Both parties agree that they shall indemnify and hold the other party harmless against the any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to employees or applicants, or the activities in carrying out this drug/alcohol testing program.

Article 35 - Special Operations and Response (S.O.A.R.) Team

Section 1: Definition

It is recognized by the District that the need for a specialized team as defined below is essential to meet the changing needs of the community. Therefore, the Special Operations And Response Team, hereinafter referred to as the S.O.A.R. Team, will consist of qualified members to respond to special hazard incidents.

Section 2: S.O.A.R. Team Qualifications, S.O.A.R. Team Candidate Application and Evaluation Process

- A. The District shall determine the number of S.O.A.R. Team members.

- B. The District and the Union acknowledge the need to commence new certification requirements incrementally. To that end, certifications 1-5 are the minimum requirements through 12/31/2023. From 1/1/2024 forward, the minimum requirements shall include 1-7. The requirements to become eligible for S.O.A.R. Team provisional status are:
 1. Two (2) years' experience in the suppression section at RCFD (or 1 year in the suppression section at RCFD with documented previous experience on a special operations team or assigned to a special operations unit for a period of not less than one (1) year).
 2. Hazardous Materials Technician
 3. High Angle/Rope Rescue Technician
 4. Confined Space Rescue Technician
 5. Vehicle Machinery Rescue Technician
 6. Trench Rescue Technician*
 7. Collapse Rescue Operations**
 8. Truck Operations (as determined by the Department)*
 9. Water Rescue (as determined by Department)*
 10. Tactical Emergency Casualty Care (TECC) and/or SWAT Medic*
 11. HazMat Medic (For S.O.A.R. Team medics)*

*It is the goal of the Department to have all S.O.A.R. personnel assigned to the S.O.A.R. team trained in all new disciplines by the end of the term of this Agreement.

** It is the goal of the Department to help facilitate all members in achieving Collapse Technician level certification as soon as is operationally possible, as determined by the Deputy Chief of Operations.

Section 3: S.O.A.R. Team Candidate Application and Evaluation Process

- A. When the Deputy Chief of Operations determines that an opening on the team exists, a screening process will be held to establish an eligibility list. The screening process will consist of the following components:
1. Candidate meets all minimum certification requirements.
 2. Candidate has had no performance or conduct related discipline within one year of application submission date.
 3. Completion of S.O.A.R committee interview with a numerical score based on the interview rubric.
 4. Completion of basic S.O.A.R. Team competency demonstration as determined by the Department.
- B. All applicants will be given a cumulative numerical score and successful candidates will be placed in rank order to establish a "Candidate Eligibility List". Consideration for provisional placement on the team will be given first to the person achieving the highest score. The list will be valid for no less than one year. In the event the Deputy Chief of Operations identifies additional openings, consideration for provisional placement will be given in rank order.
- C. S.O.A.R. Team candidates will first be placed in a provisional status pending completion of all evaluations and training. Once provisional status is complete, candidates will be appointed to full team membership in accordance with Department policy.

Section 4: Health and Safety

It will be the responsibility of the District to follow all state and federal guidelines to ensure proper medical surveillance for S.O.A.R. Team members. In the event an individual placed on the team has already completed their annual physical, they will receive any additional components for special operations medical surveillance, including bloodwork, in accordance with OSHA 29CFR1910.120.

Section 5: Special Operations and Response Committee

- A. A Special Operations and Response Committee will be established to review and recommend specialized equipment, operational response guidelines, policies, and training needs.

- B. Personal equipment for the performance of specialized rescue tasks recommended by the S.O.A.R. Team committee, and approved by the Deputy Chief of Operations shall be provided for by the District, and replaced as needed. It is the responsibility of the individual members to inspect and maintain this equipment and notify S.O.A.R. Team leadership of any repair or replacement needs.
- C. The committee will consist of four (4) management personnel assigned by the Fire Chief and four (4) bargaining unit personnel approved by the Union President. In the event a recommendation goes to vote and ends in a tie, the topic will be tabled for further research and discussion and be revisited at the following regularly scheduled S.O.A.R. Committee meeting.
- D. The committee will meet quarterly, at a minimum, but may meet more frequently with the mutual consent of both parties. The quarterly meetings will be scheduled with coordination between the Department and the Union.

Section 6: Training

It is each individual member's responsibility to attend training and fulfill requirements to maintain all required certifications and core competencies. It is responsibility of the District to facilitate that training.

- A. All S.O.A.R. Team training will be organized by the Training Section.
- B. The Training Section will submit a lesson and safety plan for all annual training in required disciplines for review by the S.O.A.R. Team Commander or their designee for each exercise prior to the event. At a minimum, the reviewer shall be trained as an ISO (Incident Safety Officer) and must hold technician level certification in the applicable discipline. Training will not commence if a safety plan has not been approved. The lesson and safety plan will be made available to all S.O.A.R. Team members prior to the training.
- C. Training can be scheduled on or off duty. All off duty training for required annual discipline recertification will normally be scheduled at least forty-five (45) days prior to the training date. A minimum of 110 hours will be allotted for overtime to accomplish this training.
- D. When a S.O.A.R. Team member is removed from regularly scheduled duty to participate in group S.O.A.R. Team training, shift relief will be provided to maintain the established staffing requirements for that day.
- E. Recording of training is permitted for educational purposes or process improvement. Such recording will be done by Training Section leadership or their designee.

Section 7: Attendance of Training and Competency Requirements

In order to maintain proficiency and ensure the safest environment possible, attendance to recurrent training is essential.

- A. The following circumstances are considered excused absences from training:
 - 1. Sick, WC or FMLA leave.
 - 2. Bereavement leave.
 - 3. Vacation scheduled prior to the S.O.A.R. training schedule publication.
 - 4. Absence at the direction of RCFD leadership.
 - 5. Union leave.

- B. Regardless of the cause of the absence, members will be required to complete remediation training in order to maintain their operational status.

- C. The minimum attendance requirement is 80% of scheduled off-duty training. Failure to meet the minimum in a single discipline will require the technician to attend the annual S.O.A.R. Academy days for each discipline missing required training hours or demonstrate competency in the assigned JPR's.

- D. All S.O.A.R. Team members will be required to demonstrate competency in bi-annual skills assessments. In the event a member does not meet core competencies, an action plan will be written to assist the member in meeting the standards. It is the responsibility of the member to actively participate in the plan. After thirty (30) days, the member will be re-evaluated.

- E. Technicians who fail the re-evaluation will be given a new action plan and the opportunity to schedule a final re-test within thirty (30) days.

- F. If a member is unsuccessful on the final re-evaluation, they will be placed on S.O.A.R. probation by the Deputy Chief of Operations for a period not less than one year. During that time the member will be removed from active team status and placed on provisional status (no longer eligible to receive S.O.A.R. incentive). During the probationary year, the member will be required to complete objectives set forth by the Training Section and ultimately complete a final skills and written evaluation. If the member does not meet the assigned probationary requirements or is unsuccessful in the final evaluation, they will be removed from the team.

- G. A member who is removed from the team following a probationary period will not be eligible to re-apply to the team for a minimum of one year.

- H. Any member who fails to demonstrate minimum competency and is placed on an action plan may not count toward the minimum staffing of S.O.A.R. personnel on that shift.

Section 8: Removal from the S.O.A.R Team

- A. S.O.A.R. Team members who request removal from the S.O.A.R. Team must give a 30-day notice in writing to the Deputy Chief of Operations. The District reserves the right to hold the request in abeyance if a replacement is not available to assume the member's place on the team. Once removal is approved, the employee shall return all issued equipment and the Deputy Chief of Operations will assign the employee to a shift, station and ADO according to operational need.
- B. The District reserves the right to remove personnel from the S.O.A.R. Team for just cause, as part of disciplinary action or as a result of attendance and/or skill deficiency as defined in Section 7 above. Upon removal, the employee shall return all issued equipment and the Deputy Chief of Operations will assign the employee to a shift, station and ADO according to operational need.
- C. Any member who is removed from the S.O.A.R. Team, whether voluntary or involuntary, will not be eligible to re-apply to the team for a minimum of one year.
- D. Personnel who have been separated and reapply must have remained current in all certifications and must follow all procedures of a new applicant.
- E. Members separated from the team for any reason shall not retain any seniority on the team.

Section 9: Educational Assistance for Specialized Training

- A. S.O.A.R. Team members may request one hundred percent (100%) reimbursement of the cost of tuition and books for courses directly related to special operations. The Deputy Chief of Operations or the designee will review and approve or deny the request.
- B. The S.O.A.R. Team Committee may recommend, for consideration, the inclusion of additional classes, which may be beneficial to S.O.A.R. Team members. The Deputy Chief of Operations the designee may accept or reject the recommendation.
- C. Non-S.O.A.R. Team Individuals who are committed to applying for the S.O.A.R. team may request 100% reimbursement for required S.O.A.R. Team classes as defined in Section 2. The Deputy Chief of Operations or the designee will review and approve or deny the request.
- D. An employee may be placed on a modified work schedule to accommodate approved training and/or classes, if operationally feasible as determined by the Deputy Chief of Operations or the designee.

- E. In order to be eligible for reimbursement for any classes, the student must successfully complete the class and receive a “C” or better in graded classes, or receive a certificate of completion. If a member fails to complete a class, they are not eligible for reimbursement, regardless of the reason for the absence. If the class was pre-paid by the District and the member fails the class, the member must reimburse the District for the cost of the class.

- F. Reimbursement for specialty training/classes as defined in this article are not considered “educational reimbursement” and will not count toward the annual “cap” as defined in Article 23.

Article 36 – EMS Team

Section 1: Definition

The EMS Team personnel will consist of Emergency Medical Technicians and Paramedics who are State of Florida and Orange County certified. EMS Team personnel are not required to hold State of Florida Firefighter Certification or State Fire Inspector Certificates. It is agreed that these employees are emergency response /first responders and are not to be routinely utilized or work in permanent first aid facilities unless operated by the District and will not be used in a fire suppression capacity. As such, it is further agreed that EMS Team personnel who happen to hold State of Florida Firefighter Certification and/or State Fire Inspector Certificates are not employed to utilize these certifications. EMS Team personnel will not be considered, in any respect, in the operation and function of the Suppression Section or in layoffs.

Section 2: Assignments

- A. It is not the intent of the District to replace current 48-hour personnel with 40-hour EMS Team personnel. The staffing levels of the 40-hour EMS Team will not affect or be counted in the normal staffing levels of the Suppression Section or the 48-hour shift personnel assigned to the EMS Section.
- B. Paramedics and EMTs assigned to the EMS Team will not be used to operate or staff any transport capable unit, except during natural disasters, mass casualty incidents, and declared states of emergency.
- C. 48-hour personnel will not routinely be assigned to EMS Team units during their normal 24-hour shift duty. 48-hour personnel will normally be utilized as short-term replacements when 40-hour personnel are utilized during emergency ambulance transports.
- D. If 40-hour personnel become ill or injured during their shift, and no other 40-hour personnel are available, 48-hour personnel may be used until an overtime person is hired. A rescue will not routinely be removed from service to cover for an EMS Team unit.

Section 3: Overtime

- A. Paramedics and EMTs will not be used as replacements or in an overtime capacity on any suppression unit.
- B. Suppression personnel will not be forced to work an EMS Team position.
- C. All "325" coded and special event overtime will continue to be hired by the Union. Paramedics and EMTs will be placed in the Union's overtime program for regular rotation for this overtime.

Article 37 - Interpretation

Section 1: Amendment by Mutual Action

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

Section 2: Alternate Provisions

In the event any provision of the Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

Article 38 - Severability

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

Article 39 - Term of Agreement

Section 1: Term

This Agreement shall be effective as of January 1, 2026 and shall continue in full force and effect until December 31, 2026. This Agreement shall be self-renewing on the first (1st) day of January 1, 2027 and for yearly periods thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the December 31, 2026 expiration date.

Section 2: Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 40 - Union Leave Account

Section 1: Authorized Use of Union Leave Account

The Union will maintain a Union leave account for the purpose of enabling the Union officers, executive board members, or their designees, to attend Union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union leave account. These meetings shall include, but not be limited to grievances, arbitrations and negotiations.

Notifications for Union leave shall be in writing and shall be submitted to the Fire Chief, or the designee, at least twelve (12) hours prior to the commencement of Union leave. When it is not feasible to submit a written notification providing twelve (12) hours' notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

The Union shall have the right to use shift exchange provisions as set forth in Article 12 for a Union representative(s) who is authorized for Union leave. The Union shall be entitled to make payments from the Union leave account directly to its members for exchange of time for all hours worked in connection with the time exchange. If the employer is requested by the Union to fill a vacancy which was created by a Union representative(s) who is authorized for Union leave then all salaries, wages and overtime pay, if any, incurred in replacing the Union representative(s) authorized for Union leave shall be deducted from the Union leave account. Authorization for Union leave shall be limited by the amount available hours in the Union leave account.

Section 2: Deduction of Hours from Employee Benefit Time

On the last full pay period in December of each year, the employer shall deduct from each Union member's accumulated annual sick leave, vacation or combination thereof, as follows: six (6) hours from Communications Center employees, four (4) hours from forty (40) hour employees' and twelve (12) hours from forty-eight (48) hour employees' accumulated annual vacation, sick leave, or combination thereof, and add it to the existing balance of the Union leave account.

By December 1st of each year, each Union member shall notify the District, in writing, from which accumulated account(s) the employee wishes to have the four (4) or twelve (12) hour donation made for deposit into the Union leave account. If notice to the District is not received by December 1st, the deduction for the Union leave account shall be from the employee's Sick Leave bank. In the event the hours are not available in the Union member's sick leave bank, the remaining hours will be deducted from the Union member's vacation bank.

A new employee who joins the Union in the employee's first year of employment is exempt from the requirements of this article. After the Union member's first anniversary date of employment, the Union member shall be subject to this Article. The Union will encourage its members to provide the District with a written designation by December 1st of each year, indicating if the member wishes to utilize the member's vacation account first. In January of each year, the District will provide the Union with a list of Union members who donated time to the Union leave account.

The District and the Union further agree that the deduction of Union leave shall be pursuant to the "Rule of Ten" deduction system. Under the Rule of Ten, if at the time Union leave is requested, less than ten (10) personnel are scheduled off on the days for which Union leave is requested, the deduction(s) from the Union leave account shall be made on an hour for hour basis. However, if ten (10) or more personnel are scheduled to be off on the days for which Union leave is requested, the deduction(s) from Union leave account shall be made on a one point five (1.5) hour per hour worked basis.

Section 3: Labor Relations Leave Bank

At the time of CBA ratification, and the last pay week in December each year, the District will provide the Union with an additional 1250 hours of union leave separate from the employee hours donated in Section 2 above for the use of the Union President or designee. The privileges granted by this Article will be reasonably exercised and will not be abused by the Union or its members.

Section 4: Voluntary Deductions of Additional Time

By approval of the Union President, the Union may request from its members additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual vacation and/or sick leave accounts (or combination thereof) and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union leave account.

Section 5: Payment from Union Leave Account

Circumstances under which the Union leave account may be charged:

1. As defined in Article 40, Section 1.
2. In emergency circumstances, as designated and requested by the Union President or the Union President's designee.

Section 6: Professional Leave

The employer may authorize absences with pay, referred to as professional leave, when believed to be in the best interest of the Department and/or the employer. Absences authorized under this sub-Article are considered time worked for the purpose of overtime calculation. Absences for professional leave will not be deducted from the Union leave account.

Article 41 - EMS Committee

Section 1: Establishing Committee

The District and the Union agree to establish an EMS Committee composed of three (3) members from each party.

Section 2: Meeting Frequency

Meetings shall be held quarterly, but may be held more frequently with the mutual consent of both parties. The function of the EMS Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: Waivers

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

Article 42 - Non Tobacco Use

All employees in a position covered by Florida Statutes Section 112.18 hired on or after October 1, 1989, shall be non-tobacco users as a condition of employment. In addition, as a condition of continued employment, they will refrain from the use of any type/kind of tobacco products at all times. This restriction includes, but is not limited to, e-cigarettes, vaping, juuling or similar products or materials, and any other tobacco or tobacco-related product.

Employees who fail to comply with the provisions of this article will be given one mandatory referral to the Employee Assistance Program or the then-existing smoking cessation program prior to disciplinary action.

Article 43 – Post-Employment Benefit Eligibility

Pursuant to FS 112.0801, Employees who retire from the District are eligible to participate in health insurance programs offered to active employees of the District. "Retire" is defined as a termination of RCID employment and the immediate receipt of benefits from the Florida Retirement System Pension Plan and/or DROP termination, or meeting one of the criteria for Investment Plan members as outlined in the statute.

Years spent in the DROP will be allowed to contribute to the total years of credited service for insurance benefits.

Retirees meeting the above criteria may elect to continue their coverage as well as that of their eligible dependents as follows:

Section 1: Employees Hired Before January 1, 2013

A. Retire per FS 112.0801, less than 20 years RCID Service

Employees who retire with less than twenty (20) years RCID Service will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

B. Retire per FS 112.0801, 20 years RCID Service, and age 55:

For employees who retire with a minimum of twenty (20) years of credited service with the District and have reached the age of fifty-five (55), the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

C. Retire per FS 112.0801, 20 years RCID Service, and not yet 55:

For employees who retire from the District with twenty (20) years of credited service, but who have not yet reached age 55 will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

D. Retire per FS 112.0801, 25 years RCID Service:

For employees who retire from the District with twenty-five (25) years or more of credited service the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

E. Retire per FS 112.0801, 30 years RCID Service:

Employees who retire from the District with thirty (30) years or more of credited service but who have not yet reached age 55, will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change.

Section 2: Employees Hired on or After January 1, 2013

Employees who retire will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

In the future, if the District begins providing post-employment health benefits to employees not covered by this Agreement, bargaining unit members will be entitled to participate in the program on the same basis as all other District employees.

Section 3: Dependent Eligibility After Death of Retiree

The spouse and eligible children of a deceased retiree will continue to receive retiree insurance benefits. This coverage may continue until the earlier of the spouse's death or remarriage.

Article 44 – Training

A. The Training Section shall establish and maintain a policy on training in extreme temperatures. The policy shall follow recommendations set forth in the following:

69A-62.021 Florida Administrative Code (F.A.C.), Bureau of Fire Standards and Training Standard Operating Procedure 5.3.6 (High Heat Protocol), NFPA 1584, and the IAFF's Thermal Heat Stress Protocol. In the absence of the required policy, no training exercises (other than classroom) shall be conducted during hazardous weather conditions or when the ambient temperature, at the training site, is above 90°F on or below 45°F except for monorail drill which will allow 35°F.

B. The District and Union acknowledge the necessity for specialty training that must be performed at night. Routine training shall not normally be scheduled after 2100 hours. Due to the special safety considerations for training held at night, the Training Section will ensure adequate safety plans are in place, including consideration for down time during the day when exercises are anticipated to last greater than four (4) hours. If on- shift personnel are involved in nighttime training, down time will be arranged by the on-duty shift commander. Crews on shift and scheduled to participate in nighttime training will not normally be required to attend training during the day.

C. The District will be responsible for providing opportunities for all personnel to access training needed for required recertification. These training courses will be provided via on-line courses or in a classroom setting at the discretion of the District. The Training Section shall establish and maintain a policy outlining the procedure for recertification in each required discipline. This policy will ensure there are multiple opportunities and/or access to classes for recertification. It will be the employee's responsibility to attend the sessions or make-up sessions and meet the required number of hours to maintain their certifications. In the event the employee fails to attend training, they will be responsible for obtaining the training from outside the department as outlined in the policy.

D. All Communicators will be scheduled to complete thirty-six (36) hours of EMD/EFD continuing education training each calendar year. All Communications Center personnel shall be scheduled to complete a separate twenty four (24) hours of continuing education to maintain State of Florida Public Safety Telecommunicator certifications which shall include area familiarization, and ride-along. In addition to Communicators continuing education training, Assistant Supervisors shall be provided twelve (12) hours of continuing education each calendar year to maintain communication center supervisory certification.

E. All Lieutenants, move-up Lieutenants, Engineers, and move-up Engineers will be given an in- service class on all new fire apparatus and equipment.

ADDENDUM "A"

District Wage Scale -A unit - 2023-2026 06/23/23-12/31/2026																
1 year exit in 2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Top Out	Top Out
Classification Title	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	3.00%	3.00%
Dispatcher	50,600.00	53,130.00	55,786.50	58,578.82	61,504.61	64,579.84	67,808.83	71,199.28	74,759.24	78,497.20	82,422.06	86,543.16	90,870.32	95,413.84	98,276.25	101,224.54
40 hr	973.08	1,021.73	1,072.82	1,126.46	1,182.78	1,241.92	1,304.02	1,369.22	1,437.68	1,509.56	1,585.04	1,664.29	1,747.51	1,834.88	1,926.93	1,966.63
	24.33	25.54	26.82	28.16	29.57	31.05	32.60	34.23	35.94	37.74	39.63	41.61	43.69	45.87	47.25	48.67
Assistant Supervisor	53,600.00	56,280.00	59,094.00	62,048.70	65,151.14	68,408.69	71,829.13	75,420.56	79,191.61	83,151.19	87,308.75	91,674.19	96,257.90	101,070.79	104,102.92	107,226.01
40 hr	1,030.77	1,082.31	1,136.42	1,193.24	1,252.91	1,315.55	1,381.33	1,450.40	1,522.92	1,599.06	1,679.01	1,762.97	1,851.11	1,943.67	2,001.98	2,062.04
	25.77	27.06	28.41	29.83	31.32	32.89	34.53	36.26	38.07	39.98	41.98	44.07	46.28	48.59	50.05	51.55
EMS Team EMT	45,400.00	47,670.00	50,053.50	52,556.17	55,183.98	57,943.18	60,840.34	63,882.35	67,076.47	70,430.29	73,951.81	77,649.40	81,531.87	85,608.46	88,476.22	90,822.02
40 hr	873.08	916.73	962.57	1,010.70	1,061.23	1,114.29	1,170.01	1,228.51	1,289.93	1,354.43	1,422.15	1,493.26	1,567.92	1,646.32	1,695.71	1,746.58
	21.83	22.92	24.06	25.27	26.53	27.86	29.25	30.71	32.25	33.86	35.55	37.33	39.20	41.16	42.39	43.66
EMS Team Paramedic	53,500.00	56,175.00	58,983.75	61,932.94	65,029.58	68,281.06	71,695.11	75,279.87	79,043.86	82,996.06	87,145.86	91,503.15	96,078.31	100,882.22	103,908.69	107,025.95
40 hr	1,028.85	1,080.29	1,134.30	1,191.02	1,250.57	1,313.10	1,378.75	1,447.69	1,520.07	1,596.08	1,675.88	1,759.68	1,847.66	1,940.04	1,998.24	2,058.19
	25.72	27.01	28.36	29.78	31.26	32.83	34.47	36.19	38.00	39.90	41.90	43.99	46.19	48.50	49.96	51.45
Fire Inspector	55,900.00	58,695.00	61,629.75	64,711.23	67,946.79	71,344.13	74,911.34	78,656.91	82,589.75	86,719.24	91,055.20	95,607.96	100,388.36	105,407.78	108,570.01	111,827.11
40 hr	1,075.00	1,128.75	1,185.19	1,244.45	1,306.67	1,372.00	1,440.60	1,512.63	1,588.28	1,667.68	1,751.06	1,838.61	1,930.55	2,027.07	2,087.88	2,150.52
	26.87	28.22	29.63	31.11	32.67	34.30	36.02	37.82	39.71	41.69	43.78	45.97	48.26	50.68	52.20	53.76
Fire Plans Examiner	60,800.00	63,840.00	67,032.00	70,388.60	73,902.78	77,597.92	81,477.81	85,551.71	89,829.29	94,320.76	99,036.79	103,988.63	109,188.06	114,647.47	118,086.89	121,629.50
40 hr	1,169.23	1,227.69	1,289.08	1,353.53	1,421.21	1,492.27	1,566.88	1,645.23	1,727.49	1,813.86	1,904.55	1,999.78	2,099.77	2,204.76	2,270.90	2,339.03
	29.231	30.692	32.227	33.838	35.530	37.307	39.172	41.131	43.187	45.347	47.614	49.995	52.494	55.119	56.773	58.476
Firefighter/EMT	56,000.00	58,800.00	61,740.00	64,822.00	68,068.35	71,471.76	75,045.35	78,797.62	82,737.50	86,874.37	91,218.09	95,779.00	100,567.95	105,596.34	108,764.24	112,027.16
40 hr	1,076.92	1,130.77	1,187.31	1,246.67	1,309.01	1,374.46	1,443.18	1,515.34	1,591.11	1,670.66	1,754.19	1,841.90	1,934.00	2,030.70	2,091.62	2,154.37
	22.438	23.588	24.736	25.972	27.271	28.635	30.066	31.570	33.148	34.805	36.546	38.373	40.292	42.306	43.575	44.883
Firefighter/Paramedic	66,000.00	69,300.00	72,765.00	76,403.25	80,223.41	84,234.58	88,446.31	92,868.63	97,512.06	102,387.66	107,507.05	112,882.40	118,528.52	124,452.84	128,186.43	132,032.02
40 hr	1,269.23	1,332.69	1,399.33	1,469.29	1,542.76	1,619.90	1,700.89	1,785.94	1,875.23	1,968.89	2,067.44	2,170.82	2,279.36	2,393.32	2,465.12	2,539.08
	26.4423	27.7644	29.1526	30.6103	32.1408	33.7478	35.4352	37.2070	39.0673	41.0207	43.0717	45.2253	47.4866	49.8609	51.3567	52.8974
Engineer	69,500.00	72,975.00	76,623.75	80,454.94	84,477.69	88,701.57	93,136.65	97,793.48	102,683.16	107,817.32	113,208.18	118,868.59	124,812.02	131,052.62	134,984.20	139,033.73
40 hr	1,336.54	1,403.37	1,473.63	1,547.21	1,624.57	1,705.80	1,791.09	1,880.64	1,974.68	2,073.41	2,177.08	2,285.93	2,400.23	2,520.24	2,595.85	2,673.73
	27.84	29.24	30.70	32.23	33.85	35.54	37.31	39.18	41.14	43.20	45.36	47.62	50.00	52.51	54.08	55.70
Lieutenant	73,000.00	76,650.00	80,482.50	84,506.62	88,731.95	93,168.55	97,826.98	102,718.33	107,854.24	113,246.95	118,909.30	124,854.77	131,097.50	137,662.38	141,781.95	146,035.41
40 hr	1,403.85	1,474.04	1,547.74	1,625.13	1,706.38	1,791.70	1,881.29	1,975.35	2,074.12	2,177.33	2,286.72	2,401.05	2,521.11	2,647.16	2,725.68	2,808.37
	29.25	30.71	32.24	33.86	35.55	37.33	39.19	41.15	43.21	45.37	47.64	50.02	52.52	55.15	56.80	58.51
Logistics Technician	54,700.00	57,435.00	60,306.75	63,322.00	66,484.19	69,812.60	73,303.23	76,968.39	80,816.81	84,857.65	89,100.54	93,555.56	98,233.34	103,145.01	106,238.36	109,426.54
40 hr	1,051.92	1,104.52	1,159.75	1,217.73	1,278.62	1,342.55	1,409.68	1,480.16	1,554.17	1,631.88	1,713.47	1,799.15	1,889.10	1,983.56	2,042.06	2,104.36
	26.30	27.61	28.99	30.44	31.97	33.56	35.24	37.00	38.85	40.80	42.84	44.98	47.23	49.59	51.08	52.61

ADDENDUM "B"

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS &
LOCAL 2117
WAGE DEDUCTION AUTHORIZATION
(Union Dues and Initiation Fee)**

I, _____, hereby authorize the Central Florida Tourism Oversight District to deduct from wages due and payable to me on the first regular pay day immediately following receipt of Addendum "B" and on the regular pay day of each succeeding _____ week the _____ amount equal to _____

_____ for the weekly membership dues of Local #2117 of the International Association of Fire Fighters Union, and hereby authorize the District to pay this amount to Local #2117, for my account on or before the 15th day of the calendar month following the month in which the deduction is made.

_____ I further authorize the District to deduct from my wages the initiation fee of my Union in the amount of \$20.00.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the District, of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the District and the Union at least 60 days and not more than 75 days before any periodic renewal of this authorization and assignment of my desire to revoke same.

Signature Date

Employee Name	Deduction	Credit

(District Payroll Agent) Date Received

C.F.T.O.D. PAYROLL ONLY:

Company	Deduction Code	Deduction Type

ORIGINAL COPY TO: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Finance Department - Attn: Payroll
P.O. Box 10170
Lake Buena Vista, Florida 32830

ADDENDUM "C"

WITHDRAWAL OF AUTHORIZATION FOR DUES CHECKOFF

In accordance with the Public Employee's Relation Act, State of Florida, withdrawal from Payroll Dues deduction must be accomplished by giving thirty (30) days written notice to the District and the Union.

Please complete the following and submit to your Union Representative.

I, _____ do hereby request that my authorization for payroll deduction be withdrawn.

(signature) (date)

EMPLOYING AGENCY:

Central Florida Tourism Oversight District

(District Agent) (date)

LABOR ORGANIZATION:

Reedy Creek Professional Fire Fighters Association Local #2117, IAFF
P.O. Box 22829
Lake Buena Vista, FL 32830-2829
Telephone: (407) 298-3473

(Union Representative) (date)

PAYROLL DEPARTMENT:

Please discontinue payroll deduction of the Union Dues from the above-named employee, effective _____.

ADDENDUM "D"

Upon full execution of this one-year Agreement, all employees covered by this Agreement shall receive within thirty (30) days:

Payment of a one-time \$6,000 stipend; and

Payment of a one-time \$3,000 retention payment; and

Payment of a one-time \$1,000 employee benefit stipend. If the employee benefit stipend is not delivered in 2026 to non-bargaining unit members, bargaining unit members will not be asked to forfeit or return the \$1,000. If the employee benefit stipend is delivered in 2026 to non-bargaining unit members, bargaining unit members will have already received the \$1,000 associated with the employee benefit stipend.

ADDENDUM "E"

PAID PARENTAL LEAVE POLICY

In its efforts to support families and to provide supplemental wages for parents, the District provides paid parental leave ("PPL") to eligible employees as defined by and in accordance with the terms of this policy ("Parental Leave Policy"). Benefits available under this policy will run concurrently with Family and Medical Leave Act ("FMLA") leave (paid or unpaid) as well as other applicable non-FMLA leaves of absence (paid or unpaid) provided for by the District and pursuant to District policies (e.g. Medical Leave and/or Personal Leave). Also, employees may not use PPL to extend their FMLA or non-FMLA leave benefits beyond those provided for pursuant to the applicable District policy.

To qualify for PPL benefits under this policy, an employee shall have:

- (a) At least one year of cumulative service with the District within the last seven years;
and
- (b) A minimum of 1,250 hours worked with the District in the 12-month period preceding the first date of leave.

Part-time employees who meet the qualification requirements pursuant to this policy are eligible for PPL. Temporary employees are not eligible for PPL; however, time spent working as a temporary employee may be used to meet the qualification requirements.

The District provides PPL following the birth or adoption of a child as defined below.

- (a) *PPL - Childbirth Recovery Leave*: Leave granted for absences from the workplace for an employee's recovery period immediately following childbirth. Such leave shall be granted for a period of up to six (6) consecutive calendar weeks to begin on the first full calendar day following a documented birth. Employees may not elect to use Childbirth Recovery Leave on an intermittent basis.
- (b) *PPL - Care and Bonding Leave*: Leave granted for an absence from the workplace following a documented birth of the employee's child or the documented placement of a child for adoption or foster care with the employee and to bond with the child. Such leave shall be granted for a period of up to six (6) weeks within one year following the birth or adoption and may be granted on an intermittent basis.

Examples:

- Brittany has an uncomplicated birth and is eligible for paid parental leave under this policy as well as FMLA leave. Brittany elects to take 12 full weeks of FMLA leave. Pursuant to the STD plan and the District's supplemental pay policies, Brittany can receive her full salary for 5 weeks following a one-week waiting period. Pursuant to the District's PPL policy, Brittany can receive a total of 6 weeks of PPL (Childbirth Recovery Leave and Care and Bonding Leave combined) to run concurrently with FMLA and STD/District supplemental pay policies. As a result, Brittany's first week of leave, during the STD waiting period, will be PPL and FMLA. Next, Brittany will use 5 weeks of applicable District supplemental pay/ STD/ Child Birth Recovery Leave and FMLA. After that, weeks 7 through 12 will be FMLA/ Care and Bonding Leave.
- Andrew adopts a new baby and is eligible for PPL under this policy as well as FMLA leave. Because he did not give birth, Andrew is not eligible for STD, but he is eligible for 12 weeks of FMLA and he is eligible for 6 weeks of PPL under this policy. Also, Andrew has two weeks of vacation time accrued and unused and no sick time accrued and unused at the time of the adoption. Andrew timely requests FMLA leave for a total of 12 weeks off. Andrew also timely requests use of PPL for 6 weeks and use of his 2 weeks of vacation time during his FMLA leave, which would otherwise be unpaid leave. Andrew will be on PPL and FMLA for the first 6 weeks pursuant to this policy as PPL and FMLA run concurrently. After 6 weeks on FMLA and PPL, Andrew will exhaust his PPL; however, he has requested and received approval for use of 2 weeks of vacation during his 12 weeks of FMLA leave. As a result, during Week 7 and Week 8 of Andrew's 12 week FMLA leave, Andrew will be on FMLA leave and will receive his vacation pay. After that, during Weeks 9 through 12, Andrew will receive no pay/will be on unpaid FMLA leave.

Documentation may be requested to substantiate a need for PPL. For PPL Care and Bonding Leave, the documentation shall identify the employee as a legal parent to the child and/or should substantiate the employee's status as a foster parent. For Care and Bonding Leave, employees may provide the following documentation: a birth certificate, an amended birth certificate based on a court order, or a court order. For Childbirth Recovery Leave, employees may provide the following documentation: a birth certificate or medical certification including discharge papers from the hospital.

Employees seeking use of PPL should make a request to Human Resources at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by Human Resources to substantiate the request.

PPL counts as hours of pay but does not count as hours of work for overtime purposes. Approval of PPL following the birth or adoption of a child pursuant to this policy is limited to an amount necessary to bring the employee to 100% of their base pay for the period during which the employee is on approved PPL. If a part-time employee qualifies for PPL, the PPL benefit will be prorated based on 100% of the part-time employee's base rate of pay. Base pay for purposes of this policy will be calculated based upon the employee's average number of regularly scheduled hours of work in the workweek, in the employee's regularly assigned job classification, based upon the immediately preceding 6 month period. The base pay calculation does not include voluntary overtime, shift differentials, or other incentive pay.

For employees who are eligible for short term or long-term disability during PPL, the District expects employees to apply for and receive benefits from the District's short or long term disability programs. An employee's eligibility to use or an employee's availability of accrued, unused sick or vacation time does not impact the employee's ability to apply for and/or receive approval of PPL; however, PPL, FMLA, and STD leave run concurrently regardless of whether an employee has requested PPL. If an employee is on FMLA leave and is eligible for multiple wage replacement/supplemental income benefits, benefits will be applied in the following order: STD/LTD, PPL, sick, vacation. Unpaid leave will not be provided or apply, under any District policy, until all available paid benefits are exhausted.

Under no circumstances shall an employee ever receive more than 100% of their base pay between use of sick pay, vacation pay, short or long term disability benefits, and PPL or any other supplemental/replacement wage benefit. Any amounts the employee receives for short or long term disability will be applied and provided to employee before PPL benefits are provided and PPL benefits will be used to supplement short and long term disability only under circumstances where an employee is not receiving 100% of the employee's base pay on short or long term disability. In no case shall the approval of PPL cause the employee to receive compensation, supplemental income, or wage replacement in excess of 100% of their base rate of pay while on PPL or any other approved leave of absence.

The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of PPL granted for that event or granted within a one- year period. In addition, in no case will an employee take more than 6 weeks of Childbirth Recovery Leave and 6 weeks of Care and Bonding Leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month timeframe. Also, if an employee is ineligible for PPL Care and Bonding Leave at the time the employee's child is born or placed for adoption or foster care, but later becomes eligible for PPL Care and Bonding Leave, the employee may request and receive approval for PPL Care and Bonding Leave upon becoming eligible, provided this eligibility occurs within the one (1) year period following the birth or placement of the child for adoption or foster care. If an employee is ineligible for PPL Childbirth Recovery Leave at the time the employee's child is born, but later becomes eligible for PPL Childbirth Recovery Leave, the employee may request and receive approval for PPL Childbirth Recovery Leave upon becoming eligible provided the leave is within the first six (6) weeks immediately following the birth of the employee's child. If this occurs, the District will approve the leave only for the portion of the six (6) week period remaining as the six (6) week period begins on the first full calendar day following the birth of the employee's child.

If an official District holiday occurs during an employee's PPL, the employee will receive holiday pay in lieu of a PPL day, provided the employee is in pay status the day before and the day after the official District holiday. Otherwise, the holiday will be counted toward the PPL leave period.

The District will continue to pay its share of the cost of an employee's group health insurance during a PPL. The employee's share of the premium will be deducted from the employee's pay in accordance with normal practice. In the event that an employee does not have wages sufficient to cover the cost of their share of the premium during PPL, the employee is responsible for sending payment for their portion of the insurance premiums to the District, most commonly sent as a paper check via the mail. Any questions regarding PPL benefits should be directed to Human Resources.

Should an employee not return to work at the conclusion of an approved PPL, they will be considered to have voluntarily terminated their employment with the District. However, additional leave may be available in certain circumstances for extenuating medical needs. In such cases, employees must contact Human Resources before the end of their leave to explore their options.

ADDENDUM "F"

Supplemental Cancer Bill Compensation Benefit Policy – Explanatory for Bargaining Unit Employees

To support District firefighters who are experiencing a cancer diagnosis, the District will provide supplemental benefits beyond the required benefit entitlements under the Firefighter Cancer Bill, F.S. 112.1816. These supplemental benefits will also be available to bargaining-unit employees who do not qualify for the benefits of the FFCB as outlined in this policy.

This benefit is for eligible bargaining-unit employees as defined by and in accordance with the terms of this policy. Non-bargaining unit District employees will find similar benefits available to them outlined in the District Policy Manual.

Benefits available under this policy will run concurrently with Family and Medical Leave Act ("FMLA") leave (paid or unpaid) as well as other applicable non-FMLA leaves of absence (paid or unpaid).

BACKGROUND

On July 1, 2019, Section 112.1816 of the Florida Statutes (F.S.), also known as the "Firefighter Cancer Bill" (FFCB), became effective. The FFCB provides that eligible firefighters diagnosed with certain cancers may receive specific benefits as an alternative to pursuing workers' compensation benefits.

The supplemental benefits offered in this policy are independent of the benefits offered in the FFCB, and are subject to modification or termination, as deemed operationally necessary by the District.

PURPOSE AND SCOPE

This policy outlines the implementation of the supplemental benefits in conjunction with the benefits of the FFCB. The District's Human Resources / Risk Management office will develop and maintain administrative and implementation procedures, including eligibility requirements in a separate operations document.

POLICY

General

The supplemental benefits outlined in this policy shall not interfere in any way with providing entitled benefits of the FFCB. The supplemental benefits are not available to family members or dependents of eligible employees.

The District will provide the required benefits outlined in the FFCB to all qualifying firefighters. Employees are only eligible for the supplemental benefits of this policy if: (a) they are eligible for the benefits of the FFCB, or (b) they are a District Fire Department bargaining-unit member and receive a diagnosis of an FFCB qualifying cancer but do not qualify for the other benefits of the FFCB.

Leave Time and Retention

The FFCB states that *“Leave time and employee retention benefits equivalent to those provided for other injuries or illnesses incurred in the line of duty.”*

As a result of this statement, the guidelines set forth in the active editions of the collective bargaining agreement and/or the District Employee Policy Manual will be used for determining “Medical Leave Time” and “Employee Retention Benefits” for eligible claims.

- “Medical Leave Time” is defined as time-off taken from work for medical reasons relating to a medical diagnosis.
- “Retention” refers to the ability of the District to maintain an employee’s job position for a specified time while they are receiving treatment for their medical condition.

Employees eligible for these benefits will need to provide supporting medical documentation indicating the need to miss work for a qualifying cancer diagnosis just as they would for injuries or illnesses incurred in the line of duty.

Compensation

The FFCB does not address compensation for employees on medical leave for a qualifying cancer diagnosis.

The District has elected to allow employees to apply for Short-Term Disability (STD) insurance and, if approved, the District will supplement their weekly STD indemnity payment (*not to exceed their regular weekly wage & exclusive of incentives or longevity pay*) for any

time-off taken during treatment / recovery of the approved cancer diagnosis for up to 12 weeks regardless of the length of time the employee has been employed.

Once STD benefits have been exhausted after 12 weeks, the employee may apply for Long-Term Disability (LTD) insurance and, if approved, is eligible to supplement their LTD indemnity payment with

PTO (*not to exceed their regular weekly wage & exclusive of incentives or longevity pay*) for time-off taken during treatment / recovery of the approved cancer diagnosis if they choose to do so.

The District's LTD insurance provider pays the LTD payment benefit monthly; however, the District will process an employee's elected PTO supplement payment during its weekly payroll.

The employee must be actively employed by the District to receive the supplemental pay benefit described above. Employees who are separated from the District for any reason are not eligible for supplemental pay.

Temporary Modified Duty Assignment

The FFCB does not address a requirement or parameters for offering modified duty to employees on medical leave for a cancer diagnosis. The District will endeavor to offer employees a temporary modified duty assignment (TMDA) when available and which meets the medical restrictions prescribed but is under no obligation to create assignments.

The District will abide by the same guidelines for assigning TMDA as are used for occupational / non-occupational related injuries.

Employees working a TMDA due to their diagnosis will be permitted to attend medical appointments relating to their diagnosis during the TMDA work shift without the need to use other leave accruals.

Continuing Care

After receiving full-duty clearance from their treating physician, employees are encouraged to schedule follow-up appointments on non-shift days. If that is not feasible, the District will compensate up to 3 hours of paid time to attend the appointment. Time beyond 3 hours will require the use of PTO.

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

FOR THE REEDY CREEK PROFESSIONAL
FIREFIGHTERS ASSOCIATION

FOR THE CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

Jon Shirey
President
IAFF Local #2117

S. Kopelousos
District Administrator

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 8.1**

Board Meeting Date: 03/27/2026

Subject: Fiscal Year 2025 Annual Financial Statements

Presented By: Susan Higginbotham, Chief Financial Officer

Department: Finance

STAFF RECOMMENDATION (Motion Ready): Accept the Fiscal Year 2025 Annual Financial Statements of the Central Florida Tourism Oversight District

DISTRICT'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Fiscal Year 2025 Annual Financial Statements are prepared by staff and audited by Cherry Bekaert, LLP, our external auditors. Staff will present an overview of the financial highlights followed by a presentation from Brian Liffick of Cherry Bekaert to discuss the audit process and conclusion.

FINDINGS AND CONCLUSIONS:

The auditors have issued unmodified (clean) opinions on the financial statements.

FISCAL IMPACT:

The District has a total Net Position of \$833 million as of September 30, 2025. This is an increase of \$108 million over prior year.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- N/A

SUPPORT MATERIALS:

- FY2025 Financial Statements



Lake Buena Vista, Florida

ANNUAL FINANCIAL REPORT
AND COMPLIANCE REPORTS

Year Ended September 30, 2025

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
(LOCATED IN ORANGE AND OSCEOLA COUNTIES)
1900 HOTEL PLAZA BOULEVARD
LAKE BUENA VISTA, FLORIDA**

BOARD OF SUPERVISORS

**ALEXIS YARBROUGH, CHAIR
JOHN GILBERT
MATT RAVENSCROFT
DAVID WOODS
SCOTT WORKMAN**

DISTRICT ADMINISTRATOR

STEPHANIE KOPELOUSOS

CHIEF FINANCIAL OFFICER

SUSAN G. HIGGINBOTHAM, CPA

INDEPENDENT AUDITOR

**Cherry Bekaert LLP
Orlando, Florida**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 ANNUAL FINANCIAL REPORT
 Year Ended September 30, 2025

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
ANNUAL FINANCIAL REPORT
Year Ended September 30, 2025

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Report of Independent Auditor

To the District Administrator, Deputy District Administrator, and Board of Supervisors
Central Florida Tourism Oversight District
Lake Buena Vista, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 18, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Cherry Bekaert LLP

Orlando, Florida
March 18, 2026

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Central Florida Tourism Oversight District (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2025. We encourage readers to consider the information presented here in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The assets plus deferred outflows of resources of the District exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$832,854,026 (net position).
- The District's total net position increased during the year by \$107,722,079.
- The District's total noncurrent liabilities increased by \$6,205,523 during the year.
- As of September 30, 2025, the District's governmental funds reported combined ending fund balances of \$204,565,956, an increase of \$76,305,182 in comparison with the prior year. Approximately 26% of this total amount is available for spending at the government's discretion (unassigned fund balance).
- At September 30, 2025, unassigned fund balance for the general fund was \$53,489,970, or 40% of total general fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Overview of the Financial Statements (continued)

Both of the government-wide financial statements distinguish functions of the District that are principally supported by taxes and charges for services (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include general government, public safety, physical environment, transportation and debt service. The business-type activities of the District include the following utility operations: wastewater collection and treatment; potable water production, treatment, storage, pumping and distribution; reclaimed water distribution; electric generation and distribution; chilled water; hot water; natural gas distribution; and solid waste and recyclables collection and transfer. The government-wide financial statements can be found on pages 13-16 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental, proprietary and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and the capital projects fund, all of which are considered to be major funds.

The District adopts an annual legally appropriated budget for its general fund and debt service fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget. The governmental fund financial statements can be found on pages 17-23 of this report.

Proprietary fund. Proprietary funds report the same functions presented as business-type activities in the government-wide financial statements. The District maintains a proprietary fund, the Utility Fund, which is an enterprise fund that accounts for eight utility operations. The Utility Fund provides the same type of information as the government-wide financial statements, only in more detail. The Utility Fund financial statements can be found on pages 24-28 of this report.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Overview of the Financial Statements (continued)

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 29-30 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 31 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities plus deferred inflows of resources by \$832,854,026 at September 30, 2025.

District's Net Position

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Current and noncurrent assets	\$ 226,934,416	\$ 147,765,271	\$ 228,557,309	\$ 219,358,507	\$ 455,491,725	\$ 367,123,778
Capital assets	1,061,062,519	1,004,099,820	315,228,986	306,287,987	1,376,291,505	1,310,387,807
Total assets	<u>1,287,996,935</u>	<u>1,151,865,091</u>	<u>543,786,295</u>	<u>525,646,494</u>	<u>1,831,783,230</u>	<u>1,677,511,585</u>
Deferred outflows of resources	43,077,039	63,832,086	542,920	-	43,619,959	63,832,086
Current liabilities*	74,008,088	66,979,405	48,871,028	46,344,090	122,879,116	113,323,495
Noncurrent liabilities	784,627,988	754,567,523	96,458,856	120,313,798	881,086,844	874,881,321
Total liabilities	<u>858,636,076</u>	<u>821,546,928</u>	<u>145,329,884</u>	<u>166,657,888</u>	<u>1,003,965,960</u>	<u>988,204,816</u>
Deferred inflows of resources	27,941,156	27,957,837	10,642,047	4,783,892	38,583,203	32,741,729
Net position:						
Net investment in capital assets	473,904,932	434,480,956	228,600,252	206,300,548	702,505,184	640,781,504
Restricted						
Debt service	3,646,814	3,780,807	46,225,965	49,528,752	49,872,779	53,309,559
Renewal and replacement	-	-	5,214,496	5,002,358	5,214,496	5,002,358
Emergency repairs	-	-	500,000	500,000	500,000	500,000
	3,646,814	3,780,807	51,940,461	55,031,110	55,587,275	58,811,917
Unrestricted (deficit)	<u>(33,055,004)</u>	<u>(67,334,530)</u>	<u>107,816,571</u>	<u>92,873,056</u>	<u>74,761,567</u>	<u>25,538,526</u>
	<u>\$ 444,496,742</u>	<u>\$ 370,927,233</u>	<u>\$ 388,357,284</u>	<u>\$ 354,204,714</u>	<u>\$ 832,854,026</u>	<u>\$ 725,131,947</u>

*includes current liabilities payable from restricted assets

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Government-wide Financial Analysis (continued)

The District's net position includes: 1) net investment in capital assets (e.g., land, infrastructure, buildings, machinery and equipment), less any related debt used to acquire those assets that is still outstanding and deferred outflows of resources and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets or related debt. The District uses these capital assets to provide infrastructure and services to businesses operating within the District; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities; 2) net position restricted by contract or enabling legislation for nonoperating uses such as capital and debt service, 3) net position assigned by the Board of Supervisors to be used for a specific purpose such as emergency reserves and 4) unrestricted net position (deficit). The net investment in capital assets continues to increase as the related debt is paid.

Governmental activities. Governmental activities reflect negative unrestricted net position balances primarily due to the District's net pension liability and net OPEB liability. The District recognized a decrease in the proportionate share of the Florida Retirement System (FRS) pension liability as of the measurement date. The District also recognized an approximate 25% decrease in its OPEB liability as of September 30, 2025.

Charges for services increased with additional permit activity. The increase in ad valorem tax revenues is primarily the result of an increase in assessed values from the prior year. Interest and investment income was higher due to favorable market conditions and unrealized gains on investments. Decreases in general government expenses were primarily due to significant reductions in legal fees. Increases in physical environment expenses were due to increased labor and operating costs to support ongoing projects.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS

Government-wide Financial Analysis (continued)

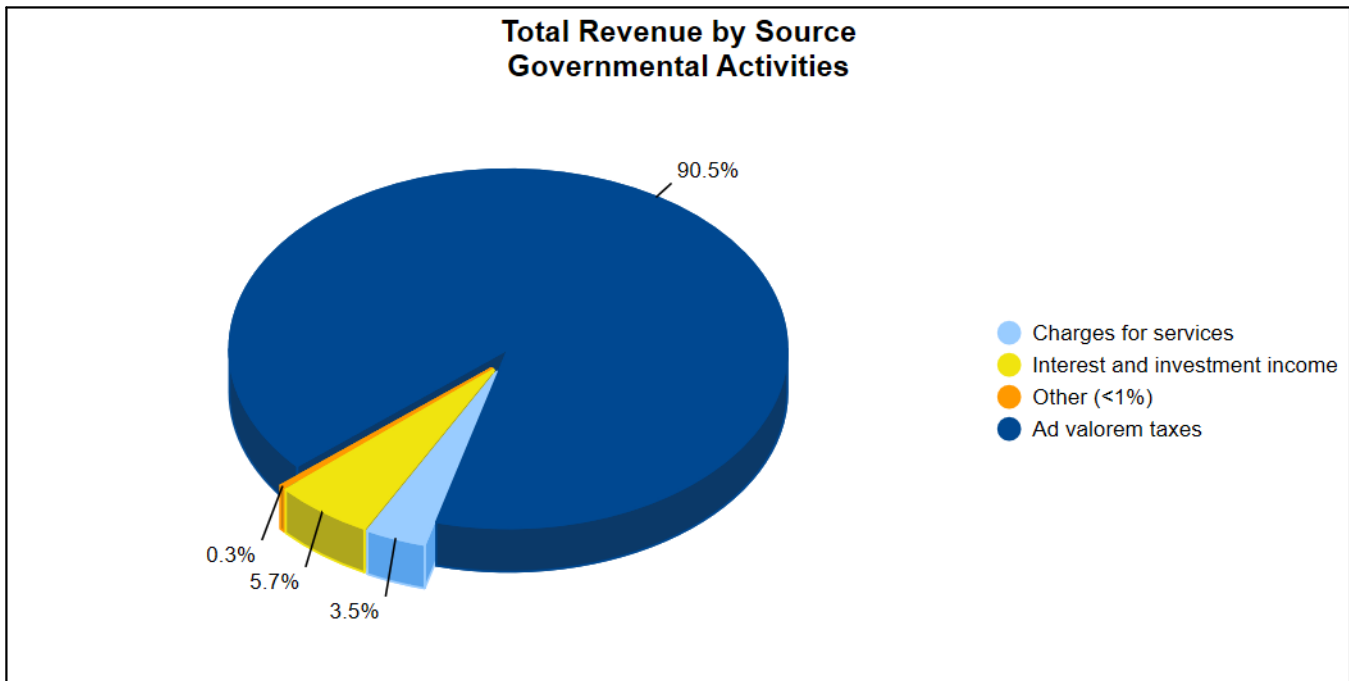
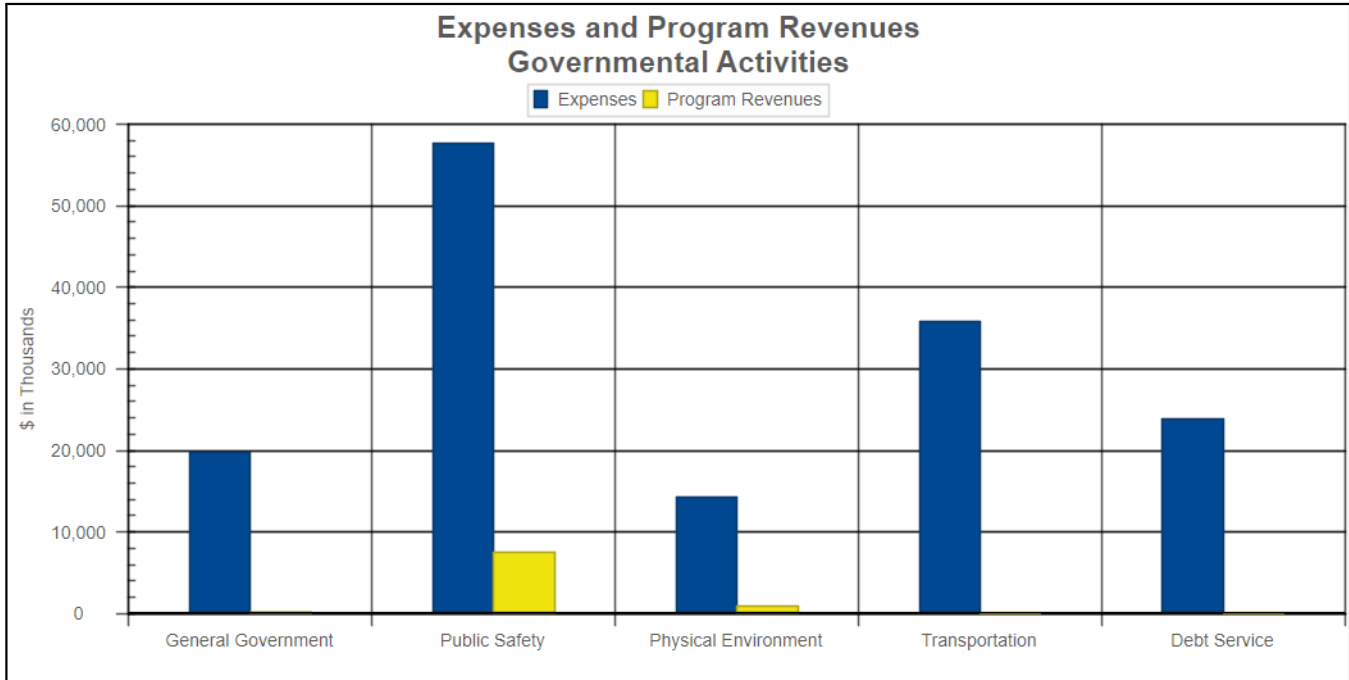
District's Change in Net Position

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	\$ 7,883,331	\$ 6,904,562	\$ 197,802,880	\$ 186,241,542	\$ 205,686,211	\$ 193,146,104
Capital contributions	610,460	2,248,977	2,411,384	134,339	3,021,844	2,383,316
Total program revenues	8,493,791	9,153,539	200,214,264	186,375,881	208,708,055	195,529,420
General revenues:						
Ad valorem taxes - net	203,480,296	189,469,297	-	-	203,480,296	189,469,297
Interest and investment gain	12,818,391	11,574,061	5,753,998	9,170,170	18,572,389	20,744,231
Nonoperating revenue	-	-	338,380	-	338,380	-
Gain on disposal of capital assets	65,820	5,367	-	-	65,820	5,367
Total general revenues	216,364,507	201,048,725	6,092,378	9,170,170	222,456,885	210,218,895
Total revenues	224,858,298	210,202,264	206,306,642	195,546,051	431,164,940	405,748,315
Expenses:						
General government	19,752,030	24,672,743	-	-	19,752,030	24,672,743
Public safety	57,685,083	58,837,378	-	-	57,685,083	58,837,378
Physical environment	14,229,541	12,480,809	-	-	14,229,541	12,480,809
Transportation	35,842,815	35,819,276	-	-	35,842,815	35,819,276
Utility operations	-	-	169,453,470	155,352,474	169,453,470	155,352,474
Interest on debt	23,779,320	20,378,669	2,700,602	3,211,392	26,479,922	23,590,061
Total expenses	151,288,789	152,188,875	172,154,072	158,563,866	323,442,861	310,752,741
Increases in net position before transfers	73,569,509	58,013,389	34,152,570	36,982,185	107,722,079	94,995,574
Transfer in / (out)	-	26,000,000	-	(26,000,000)	-	-
Change in net position	73,569,509	84,013,389	34,152,570	10,982,185	107,722,079	94,995,574
Net position - beginning	370,927,233	286,913,844	354,204,714	343,222,529	725,131,947	630,136,373
Net position - ending	\$ 444,496,742	\$ 370,927,233	\$ 388,357,284	\$ 354,204,714	\$ 832,854,026	\$ 725,131,947

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Government-wide Financial Analysis (continued)

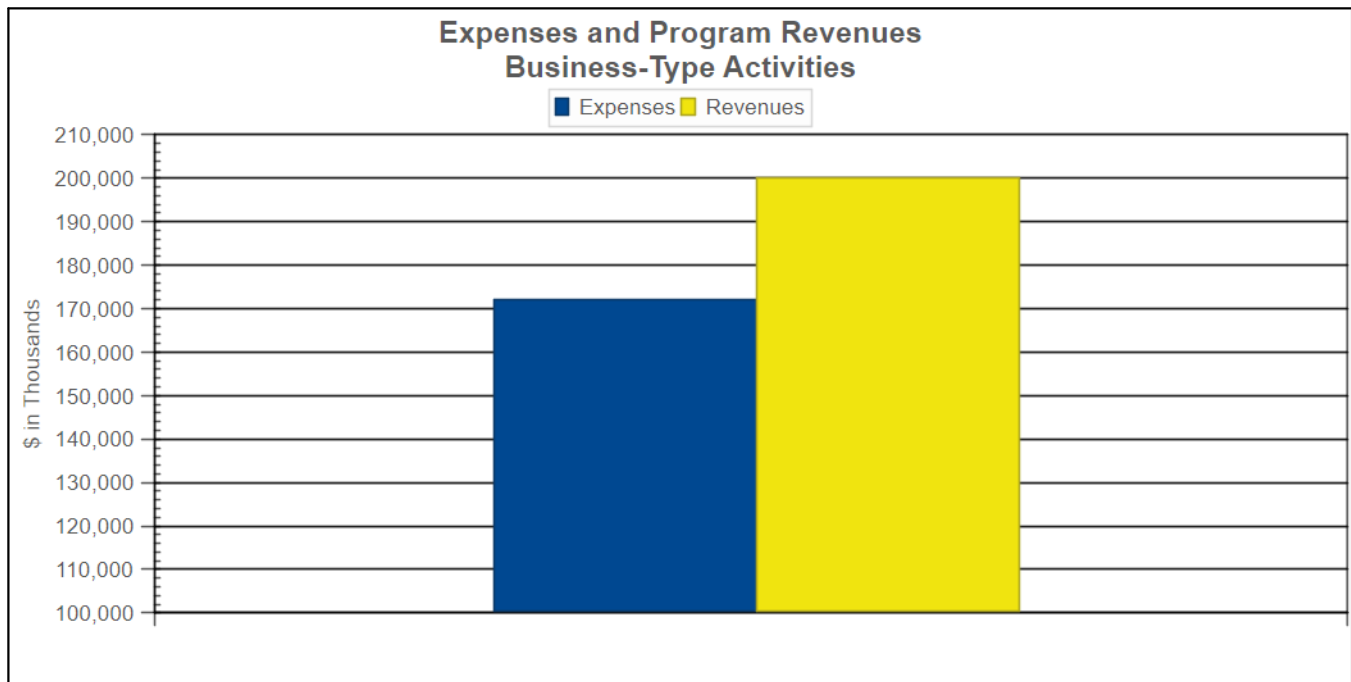


CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Government-wide Financial Analysis (continued)

Business-type activities. Assets and net position increased as a result of increases in utility rates, to support cost demands and a rate stabilization fund for future equipment replacements. Liabilities decreased with the paydown of utility system debt. Charges for services were higher with the increase in utility rates from the prior year. Operating expenses increased in fiscal year 2025 primarily due to increased purchased power and fuel and labor support costs with service expansions.



Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Financial Analysis of the Government's Funds (continued)

As of September 30, 2025, the District's governmental funds reported combined fund balances of \$204,565,956. Approximately 26% of this total amount constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of fund balance is nonspendable, committed, restricted or assigned. Restricted amounts are not available for general spending as those amounts have been reserved to pay for capital projects from bond proceeds and debt service payments. Committed amounts are set-aside to pay for projects from drainage fees or property appraiser settlements as directed by the Board of Supervisors. Assigned amounts have also been designated by the Board of Supervisors for emergency reserves, equipment purchases and to cover the projected excess of expenditures over revenues in the fiscal year 2026 budget appropriation.

The general fund is the chief operating fund of the District. At September 30, 2025, unassigned fund balance of the general fund was \$53,489,970, while total fund balance reached \$87,109,677. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 40% of the total general fund expenditures, while total fund balance represents 66% of that same amount. Although the District budgeted a drawdown of \$8,649,282 in the general fund in FY2025, fund balance in the District's general fund increased \$22,917,260. Interest income and investment gains and charges for services from drainage and building fees resulted in revenues exceeding budget. Various roadway and drainage improvement projects were also rolled forward for anticipated completion in fiscal year 2026, which also contributed to the increase in fund balance.

The debt service fund has a total fund balance of \$3,646,814, a decrease of \$133,993 from the prior year, which was a budgeted decrease.

The capital projects fund has a total fund balance of \$113,809,465, an increase of \$53,521,915 from the prior year. The increase was due to the issuance of the 2024A series bonds to fund additional transportation improvement projects.

Proprietary fund. At September 30, 2025, the unrestricted net position of the Utility Fund amounted to \$107,816,571, an increase of \$14,943,515 from the prior year. The increase is due to increases in utility rates and the paydown of long-term debt. The restricted net position amounted to \$51,940,461, the bulk of which is restricted for debt service.

General Fund Budgetary Highlights

The District amended its budget by adding \$480,000 in operating expenses in fiscal year 2025. The expenditures related to drainage projects and funds were to be sourced from drainage reserves.

Capital Asset and Debt Administration

Capital Assets. The District's investment in capital assets for its governmental and business-type activities as of September 30, 2025 amounted to \$1,376,291,505, net of accumulated depreciation and amortization. This represents an increase of \$65,903,698. The primary driver for the increase was ongoing capital projects as described above.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS

Capital Asset and Debt Administration (continued)

Additional information on the District's capital assets can be found in Note 5 of the financial statements.

District's Capital Assets

(net of depreciation and amortization)

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Land	\$ 2,992,490	\$ 2,992,490	\$ 6,896,164	\$ 6,896,164	\$ 9,888,654	\$ 9,888,654
Buildings	221,940,871	230,594,433	16,504,604	17,890,987	238,445,475	248,485,420
Improvements other than buildings	-	-	145,775,182	136,054,891	145,775,182	136,054,891
Machinery and equipment	9,388,628	7,185,451	128,805,890	117,786,572	138,194,518	124,972,023
Infrastructure	699,603,398	699,603,398	-	-	699,603,398	699,603,398
Right-to-use subscription and lease assets	1,976,617	1,269,222	483,893	698,957	2,460,510	1,968,179
Construction in progress	125,160,515	62,454,826	16,763,253	26,960,416	141,923,768	89,415,242
Total	\$ 1,061,062,519	\$ 1,004,099,820	\$ 315,228,986	\$ 306,287,987	\$ 1,376,291,505	\$ 1,310,387,807

Long-term debt. At September 30, 2025, the District had total long-term bonded debt outstanding of \$832,069,793. Of this amount, \$712,607,336 was comprised of debt backed by the full faith and credit of the District and \$119,462,457 was secured by the revenues generated by the District's utilities. During fiscal 2025, the District's total long-term debt increased by \$40,864,683 (5%) with the issuance of additional ad valorem debt and paydown of utility revenue debt.

The District has received ratings of "AA-" from Standard & Poor's, "AA-" from Fitch and "Aa3" from Moody's for the Ad Valorem Tax general obligation bonds and ratings of "A" from Standard & Poor's, "A+" from Fitch and "A1" from Moody's for the Utility Revenue bonds. Additional information on the District's long-term debt can be found in Note 8 of the financial statements.

District's Outstanding Long-term Debt

General Obligation and Revenue Bonds

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
General obligation bonds	\$ 712,607,336	\$ 648,735,144	\$ -	\$ -	\$ 712,607,336	\$ 648,735,144
Revenue bonds and notes from direct borrowings	-	-	119,462,457	142,469,966	119,462,457	142,469,966
Total	\$ 712,607,336	\$ 648,735,144	\$ 119,462,457	\$ 142,469,966	\$ 832,069,793	\$ 791,205,110

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Capital Asset and Debt Administration (continued)

Infrastructure Assets. As demonstrated in the Required Supplementary Information on pages 75-81 of this report, there have been no significant changes in the assessed condition of the bridges, roads and water control structures that use the modified approach for infrastructure reporting. There is an ongoing program to repair any roadways and bridges rated as either poor or fair condition. The current conditions of the remaining assets are within the established levels maintained by the District.

Economic Factors and Next Year's Budget and Rates

Assessed property values underlying the District's fiscal year 2026 budget and millage rate determination reflect the impact of any Orange County Property Appraiser revaluations of property value assessments, if any.

- The unemployment rate of the Central Florida area is currently averaging 4.8%. This is more than the state average of 4.2% and the national unemployment average of 4.4%.
- Fiscal year 2026 assessed values increased 8.9%. Millage rates decreased overall by 0.6594.
- Inflationary trends in the region compare to national indices.

Subsequent Events

In November 2025, the District issued \$169.43 million par amount of utility revenue bonds to provide financing for various capital improvements to or for the system, including chilled water and hot water, electric, wastewater and potable water utilities. The bonds were issued in maturities from 2029 through 2045 at interest rates ranging from 4.098% to 5.107%.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Central Florida Tourism Oversight District, CFO, P.O. Box 690519, Orlando, Florida 32869-0519.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF NET POSITION

September 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and cash equivalents	\$ 50,704,124	\$ 48,952,602	\$ 99,656,726
Cash and cash equivalents - restricted	49,620,283	47,059,406	96,679,689
Investments	43,687,421	51,439,569	95,126,990
Investments - restricted	76,212,243	41,077,126	117,289,369
Accounts receivable, net	208,374	25,812,538	26,020,912
Due from other governments	1,095,585	-	1,095,585
Internal balances	(406,970)	406,970	-
Inventories	-	13,306,098	13,306,098
Prepays	157,692	480,000	637,692
Deposits	2,523,964	-	2,523,964
Other assets	3,131,700	23,000	3,154,700
Capital assets not being depreciated	827,756,403	23,659,417	851,415,820
Capital assets, net of accumulated depreciation	233,306,116	291,569,569	524,875,685
Total assets	1,287,996,935	543,786,295	1,831,783,230
DEFERRED OUTFLOWS OF RESOURCES			
Accumulated decrease in fair value of derivative instruments	-	542,920	542,920
Loss on defeased debt due to refundings	14,902,878	-	14,902,878
Deferred outflow of resources related to pensions	19,630,632	-	19,630,632
Deferred outflow of resources related to OPEB	8,543,529	-	8,543,529
Total deferred outflows of resources	43,077,039	542,920	43,619,959
LIABILITIES			
Accounts payable and accrued liabilities	11,333,156	21,962,159	33,295,315
Accounts payable from restricted assets	8,361,566	1,364,940	9,726,506
Derivative fuel instruments	-	542,920	542,920
Compensated absences	2,151,811	-	2,151,811
Self insurance liability	1,269,348	-	1,269,348

(Continued)

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF NET POSITION

September 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
LIABILITIES			
Subscription liability	\$ 256,243	\$ 221,433	\$ 477,676
Lease liability	273,677	-	273,677
Financed purchases	849,795	-	849,795
Bonds and notes payable	41,040,000	23,241,000	64,281,000
Accrued interest payable	8,472,492	1,538,576	10,011,068
Noncurrent liabilities:			
Compensated absences	1,983,112	-	1,983,112
Self insurance liability	5,469,620	-	5,469,620
Subscription liability	509,560	237,399	746,959
Lease liability	844,185	-	844,185
Financed purchases	892,653	-	892,653
Net pension liability	58,865,443	-	58,865,443
Net OPEB liability	44,496,079	-	44,496,079
Bonds and notes payable	671,567,336	96,221,457	767,788,793
Total	858,636,076	145,329,884	1,003,965,960
DEFERRED INFLOWS OF RESOURCES			
Deferred fuel cost	-	10,642,047	10,642,047
Deferred inflow of resources related to pensions	12,677,707	-	12,677,707
Deferred inflow of resources related to OPEB	15,263,449	-	15,263,449
Total deferred inflows of resources	27,941,156	10,642,047	38,583,203
NET POSITION			
Net investment in capital assets	473,904,932	228,600,252	702,505,184
Restricted for:			
Debt service	3,646,814	46,225,965	49,872,779
Renewal and replacement	-	5,214,496	5,214,496
Emergency repairs	-	500,000	500,000
Unrestricted (deficit)	(33,055,004)	107,816,571	74,761,567
Total net position	\$ 444,496,742	\$ 388,357,284	\$ 832,854,026

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF ACTIVITIES

For the Period Ended September 30, 2025

	Total	Total Business-type Activities	Total Governmental Activities
Expenses:			
Labor	\$ 101,882,780	\$ 36,667,853	\$ 65,214,927
Operating expenses	160,405,595	109,857,897	50,547,698
Depreciation and amortization	34,674,564	22,927,720	11,746,844
Interest on debt	26,479,922	2,700,602	23,779,320
Total expenses	323,442,861	172,154,072	151,288,789
Program revenues:			
Charges for services	205,686,211	197,802,880	7,883,331
Capital contributions	3,021,844	2,411,384	610,460
Total program revenues	208,708,055	200,214,264	8,493,791
Net program expense (revenue)	114,734,806	(28,060,192)	142,794,998
General revenues:			
Ad valorem taxes	203,480,296	-	203,480,296
Interest and investment income	18,572,389	5,753,998	12,818,391
Nonoperating revenues	338,380	338,380	-
Gain on disposal of capital assets	65,820	-	65,820
Total general revenues	222,456,885	6,092,378	216,364,507
Change in net position	107,722,079	34,152,570	73,569,509
Total net position - beginning	725,131,947	354,204,714	370,927,233
Total net position - ending	\$ 832,854,026	\$ 388,357,284	\$ 444,496,742

The accompanying notes are an integral part of these financial statements.

Governmental Activities Expenses by Function

General Government	Public Safety	Physical Environment	Transportation	Debt Service
\$ 7,856,856	\$ 48,316,587	\$ 8,062,371	\$ 979,113	\$ -
10,480,775	7,191,126	5,840,343	27,035,454	-
1,414,399	2,177,370	326,827	7,828,248	-
-	-	-	-	23,779,320
19,752,030	57,685,083	14,229,541	35,842,815	23,779,320
96,111	7,524,646	262,574	-	-
-	-	610,460	-	-
96,111	7,524,646	873,034	-	-
<u>\$ 19,655,919</u>	<u>\$ 50,160,437</u>	<u>\$ 13,356,507</u>	<u>\$ 35,842,815</u>	<u>\$ 23,779,320</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2025

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and cash equivalents	\$ 50,704,124	\$ 1,755,362	\$ 47,864,921	\$ 100,324,407
Investments	43,687,421	1,542,613	74,669,630	119,899,664
Accounts receivable, net	208,374	-	-	208,374
Due from other funds	108,326	-	-	108,326
Due from other governments	746,746	348,839	-	1,095,585
Other assets	2,989,314	-	-	2,989,314
Prepays	157,692	-	-	157,692
Total assets	<u>\$ 98,601,997</u>	<u>\$ 3,646,814</u>	<u>\$ 122,534,551</u>	<u>\$ 224,783,362</u>
LIABILITIES AND FUND BALANCES				
Accounts payable and accrued liabilities	\$ 11,340,544	\$ -	\$ 8,361,566	\$ 19,702,110
Due to other funds	151,776	-	363,520	515,296
Total liabilities	<u>11,492,320</u>	<u>-</u>	<u>8,725,086</u>	<u>20,217,406</u>
Fund balances:				
Nonspendable:				
Prepays	157,692	-	-	157,692
Other assets	2,989,314	-	-	2,989,314
Committed:				
Drainage system	7,420,205	-	-	7,420,205
Property appraiser disputes	6,500,000	-	-	6,500,000
Restricted:				
Capital projects	-	-	113,809,465	113,809,465
Debt service	-	3,646,814	-	3,646,814
Assigned:				
Emergency reserves	2,000,000	-	-	2,000,000
Equipment purchases	2,984,540	-	-	2,984,540
2026 budget appropriation	11,567,956	-	-	11,567,956
Unassigned	53,489,970	-	-	53,489,970
Total fund balances	<u>87,109,677</u>	<u>3,646,814</u>	<u>113,809,465</u>	<u>\$ 204,565,956</u>
Total liabilities and fund balances	<u>\$ 98,601,997</u>	<u>\$ 3,646,814</u>	<u>\$ 122,534,551</u>	

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO
THE STATEMENT OF NET POSITION

September 30, 2025

Fund Balances - Total Governmental Funds	\$ 204,565,956
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Accrued interest payable on bonds not currently due is not reported in the funds.	(8,465,102)
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,063,586,483
Some liabilities, deferred outflows of resources and deferred inflows of resources, including those related to bonds payable, pensions, OPEB and other liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	<u>(815,190,595)</u>
Net position of governmental activities	<u>\$ 444,496,742</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

For the Period Ended September 30, 2025

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
REVENUES				
Ad valorem taxes	\$ 138,055,506	\$ 65,424,790	\$ -	\$ 203,480,296
Emergency services	157,330	-	-	157,330
Building permits and fees	7,367,316	-	-	7,367,316
Drainage fees	610,460	-	-	610,460
Interest and investment income	5,457,389	1,295,824	6,065,178	12,818,391
Other	424,505	-	-	424,505
Total revenues	<u>152,072,506</u>	<u>66,720,614</u>	<u>6,065,178</u>	<u>224,858,298</u>
EXPENDITURES				
CURRENT:				
General government	18,866,171	-	-	18,866,171
Public safety	61,106,517	-	-	61,106,517
Physical environment	14,935,751	-	-	14,935,751
Transportation	28,140,021	-	-	28,140,021
Capital outlay	8,527,820	-	62,705,688	71,233,508
DEBT SERVICE:				
Principal	1,364,244	41,810,000	-	43,174,244
Interest	43,997	24,703,963	615,543	25,363,503
Fees and other charges	-	340,644	-	340,644
Total expenditures	<u>132,984,521</u>	<u>66,854,607</u>	<u>63,321,231</u>	<u>263,160,359</u>
Excess (deficiency) of revenues over (under) expenditures	19,087,985	(133,993)	(57,256,053)	(38,302,061)
OTHER FINANCING SOURCES				
Bond proceeds	-	-	110,777,968	110,777,968
Lease proceeds	3,829,275	-	-	3,829,275
Total other financing sources	<u>3,829,275</u>	<u>-</u>	<u>110,777,968</u>	<u>114,607,243</u>
Net change in fund balances	22,917,260	(133,993)	53,521,915	76,305,182
Fund Balances, beginning of year	<u>64,192,417</u>	<u>3,780,807</u>	<u>60,287,550</u>	<u>128,260,774</u>
Fund Balances, end of year	<u>\$ 87,109,677</u>	<u>\$ 3,646,814</u>	<u>\$ 113,809,465</u>	<u>\$ 204,565,956</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Period Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds \$ 76,305,182

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. This is the amount by which capital outlays exceeded depreciation and amortization in the current period. 59,486,663

Governmental funds report the payment of bond principal and interest when the current financial resources are available and payments are due and they report the payment of issuance costs, premiums, discounts, and similar items when debt is first issued. However, on the statement of activities, interest is accrued. (67,427,783)

Increases and decreases in other liabilities, deferred outflows of resources and deferred inflows of resources reported as expenses in the statement of activities not requiring the use of current financial resources in governmental funds. 5,205,447

Change in net position of governmental activities \$ 73,569,509

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Period Ended September 30, 2025

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Ad valorem taxes	\$139,815,403	\$139,815,403	\$ 138,055,506	\$ (1,759,897)
Emergency services	-	-	157,330	157,330
Building permits and fees	5,750,000	5,750,000	7,367,316	1,617,316
Drainage fees	-	-	610,460	610,460
Interest and investment income	725,000	725,000	5,457,389	4,732,389
Other	325,000	325,000	424,505	99,505
Total revenues	<u>146,615,403</u>	<u>146,615,403</u>	<u>152,072,506</u>	<u>5,457,103</u>
EXPENDITURES				
GENERAL GOVERNMENT				
Administrative:				
Labor	6,488,725	6,488,725	6,039,845	448,880
Operating	<u>10,749,165</u>	<u>8,525,473</u>	<u>6,240,967</u>	<u>2,284,506</u>
	<u>17,237,890</u>	<u>15,014,198</u>	<u>12,280,812</u>	<u>2,733,386</u>
Information Systems & Technology:				
Labor	2,566,857	2,566,857	2,156,024	410,833
Operating	3,994,925	3,934,600	2,993,611	940,989
Capital outlay	<u>434,700</u>	<u>688,700</u>	<u>1,245,169</u>	<u>(556,469)</u>
	<u>6,996,482</u>	<u>7,190,157</u>	<u>6,394,804</u>	<u>795,353</u>
Facilities Operations & Maintenance:				
Labor	946,370	946,370	667,692	278,678
Operating	1,712,330	1,697,330	768,032	929,298
Capital outlay	<u>205,000</u>	<u>205,000</u>	<u>920,481</u>	<u>(715,481)</u>
	<u>2,863,700</u>	<u>2,848,700</u>	<u>2,356,205</u>	<u>492,495</u>
TOTAL GENERAL GOVERNMENT	<u>27,098,072</u>	<u>25,053,055</u>	<u>21,031,821</u>	<u>4,021,234</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Period Ended September 30, 2025

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
PUBLIC SAFETY				
Building & Safety:				
Labor	6,739,390	6,739,390	5,906,553	832,837
Operating	1,052,125	1,052,125	823,647	228,478
Capital outlay	75,000	75,000	74,275	725
	<u>7,866,515</u>	<u>7,866,515</u>	<u>6,804,475</u>	<u>1,062,040</u>
Emergency Services:				
Labor	47,338,523	47,338,523	47,518,426	(179,903)
Operating	5,042,778	4,814,878	4,125,795	689,083
Capital outlay	4,408,670	4,416,570	5,589,679	(1,173,109)
	<u>56,789,971</u>	<u>56,569,971</u>	<u>57,233,900</u>	<u>(663,929)</u>
Facilities Operations & Maintenance:				
Labor	503,033	503,033	490,412	12,621
Operating	2,241,848	2,641,848	2,241,684	400,164
Capital outlay	290,000	290,000	328,682	(38,682)
	<u>3,034,881</u>	<u>3,434,881</u>	<u>3,060,778</u>	<u>374,103</u>
TOTAL PUBLIC SAFETY	<u>67,691,367</u>	<u>67,871,367</u>	<u>67,099,153</u>	<u>772,214</u>
PHYSICAL ENVIRONMENT				
Environmental Sciences:				
Labor	4,555,243	4,555,243	4,092,423	462,820
Operating	2,496,050	2,478,875	1,249,203	1,229,672
Capital outlay	25,500	46,000	36,332	9,668
	<u>7,076,793</u>	<u>7,080,118</u>	<u>5,377,958</u>	<u>1,702,160</u>
Planning & Engineering:				
Labor	5,426,072	5,426,072	5,002,985	423,087
Operating	3,370,265	3,370,265	2,020,445	1,349,820
	<u>8,796,337</u>	<u>8,796,337</u>	<u>7,023,430</u>	<u>1,772,907</u>
Water Control:				
Operating	5,425,000	5,905,000	2,293,748	3,611,252

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Period Ended September 30, 2025

	<u>Budgeted Amounts</u>			
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
Facilities Operations & Maintenance:				
Operating	368,298	368,298	276,947	91,351
Capital outlay	<u>120,000</u>	<u>135,000</u>	<u>211,529</u>	<u>(76,529)</u>
	<u>488,298</u>	<u>503,298</u>	<u>488,476</u>	<u>14,822</u>
TOTAL PHYSICAL ENVIRONMENT	<u>21,786,428</u>	<u>22,284,753</u>	<u>15,183,612</u>	<u>7,101,141</u>
TRANSPORTATION				
Roadway Maintenance:				
Labor	497,255	497,255	246,937	250,318
Operating	27,028,993	26,718,993	18,212,055	8,506,938
Capital outlay	<u>60,000</u>	<u>60,000</u>	<u>43,302</u>	<u>16,698</u>
	<u>27,586,248</u>	<u>27,276,248</u>	<u>18,502,294</u>	<u>8,773,954</u>
Parking Facilities:				
Labor	974,470	974,470	857,630	116,840
Operating	9,598,100	11,719,792	8,823,399	2,896,393
Capital outlay	<u>50,000</u>	<u>85,000</u>	<u>78,371</u>	<u>6,629</u>
	<u>10,622,570</u>	<u>12,779,262</u>	<u>9,759,400</u>	<u>3,019,862</u>
TOTAL TRANSPORTATION	<u>38,208,818</u>	<u>40,055,510</u>	<u>28,261,694</u>	<u>11,793,816</u>
DEBT SERVICE				
Principal	-	-	1,364,244	(1,364,244)
Interest	<u>-</u>	<u>-</u>	<u>43,997</u>	<u>(43,997)</u>
TOTAL DEBT SERVICE	<u>-</u>	<u>-</u>	<u>1,408,241</u>	<u>(1,408,241)</u>
Total expenditures	<u>154,784,685</u>	<u>155,264,685</u>	<u>132,984,521</u>	<u>22,280,164</u>
Excess (deficiency) of revenues over (under) expenditures	(8,169,282)	(8,649,282)	19,087,985	27,737,267
OTHER FINANCING SOURCES				
Lease proceeds	<u>-</u>	<u>-</u>	<u>3,829,275</u>	<u>3,829,275</u>
Net change in fund balance	<u>\$ (8,169,282)</u>	<u>\$ (8,649,282)</u>	22,917,260	<u>\$ 31,566,542</u>
Fund Balance, beginning of year			<u>64,192,417</u>	
Fund Balance, end of year			<u>\$ 87,109,677</u>	

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF NET POSITION UTILITY FUND

September 30, 2025

ASSETS

Current assets:

Cash and cash equivalents	\$	48,952,602
Investments		16,097,663
Accounts receivable, net		25,812,538
Due from other funds		515,296
Inventories		13,306,098
Prepays		480,000

Restricted assets:

Cash and cash equivalents		47,059,406
Investments		17,524,695

Total current assets		<u>169,748,298</u>
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Noncurrent assets:

Investments		35,341,906
Restricted investments		23,552,431

Capital assets:

Land		6,896,164
Construction in progress		16,763,253
Buildings		67,345,692
Improvements other than buildings		336,250,326
Machinery and equipment		504,587,398
Right-to-use subscription assets		1,075,319
Less accumulated depreciation/amortization		<u>(617,689,166)</u>

Total capital assets		315,228,986
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Other assets		<u>23,000</u>
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Total noncurrent assets		<u>374,146,323</u>
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Total assets

		<u>543,894,621</u>
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DEFERRED OUTFLOWS OF RESOURCES

Accumulated decrease in the fair value of derivative instruments		<u>542,920</u>
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The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF NET POSITION UTILITY FUND

September 30, 2025

LIABILITIES

Current liabilities:

Accounts payable and accrued liabilities	21,962,159
Derivative fuel instruments	542,920
Subscription liabilities	221,433
Due to other funds	<u>108,326</u>
Total current liabilities	<u>22,834,838</u>

Current liabilities payable from restricted assets:

Bonds and notes payable	23,241,000
Accrued interest payable	1,538,576
Contracts and retainage payable	<u>1,364,940</u>
Total current liabilities payable from restricted assets	<u>26,144,516</u>

Long-term liabilities:

Bonds and notes payable	96,221,457
Subscription liabilities	<u>237,399</u>
Total long-term liabilities	<u>96,458,856</u>

Total liabilities

145,438,210

DEFERRED INFLOWS OF RESOURCES

Deferred fuel cost	<u>10,642,047</u>
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NET POSITION

Net investment in capital assets	228,600,252
Restricted for debt service	46,225,965
Restricted for renewal and replacement	5,214,496
Restricted for emergency repairs	500,000
Unrestricted	<u>107,816,571</u>
Total net position	<u>\$ 388,357,284</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION UTILITY FUND

For the Period Ended September 30, 2025

OPERATING REVENUES

Utility sales	\$ 197,802,880
Total operating revenues	<u>197,802,880</u>

OPERATING EXPENSES

Purchased power and fuel	72,034,002
Labor support	36,667,853
Operating costs	19,499,394
Taxes	3,195,436
Repairs and maintenance	13,641,621
Insurance	1,487,444
Depreciation and amortization	<u>22,927,720</u>
Total operating expenses	<u>169,453,470</u>
Operating income	<u>28,349,410</u>

NONOPERATING REVENUES (EXPENSES)

Interest and investment income	5,753,998
Interest expense	(2,700,602)
Gain on retirement of plant assets	<u>338,380</u>
Total nonoperating revenues, net	<u>3,391,776</u>

Income before contributions	31,741,186
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Capital contributions	<u>2,411,384</u>
Increase in net position	34,152,570

Total net position - beginning	<u>354,204,714</u>
Total net position - ending	<u>\$ 388,357,284</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF CASH FLOWS UTILITY FUND

For the Year Ended September 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 199,632,906
Payments to suppliers	(107,456,023)
Payments for labor contract and management service agreement	<u>(31,794,219)</u>
Net cash provided (used) by operating activities	<u>60,382,664</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Purchases of capital assets	(29,518,908)
Proceeds from sale of capital assets	338,380
Principal paid on bonds	(22,615,000)
Interest paid on bonds	(3,397,101)
Capital contributions	<u>2,411,384</u>
Net cash provided (used) by capital and related financing activities	<u>(52,781,245)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of investments	(104,120,857)
Proceeds from sales and maturities of investments	134,664,199
Interest and investment loss	<u>5,753,998</u>
Net cash provided (used) by investing activities	<u>36,297,340</u>
Net increase in cash and cash equivalents	43,898,759
Balances - beginning of the year	<u>52,113,249</u>
Balances - end of the year	<u>\$ 96,012,008</u>

Unrestricted	\$ 48,952,602
Restricted	<u>47,059,406</u>
	<u>\$ 96,012,008</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF CASH FLOWS UTILITY FUND

For the Year Ended September 30, 2025

Reconciliation of operating income to net cash provided by operating activities

Operating income	\$ 28,349,410
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization expense	22,927,720
Change in assets, liabilities and deferred inflows and outflows of resources:	
Accounts receivable	1,830,026
Inventories	(247,536)
Accounts payable, accrued liabilities and subscription liabilities	761,128
Due to other funds	2,304
Deferred fuel instruments	<u>6,759,612</u>
Net cash provided by operating activities	<u>\$ 60,382,664</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND

September 30, 2025

	<u>Other Post- Employment Benefits Trust</u>
ASSETS	
Trust investments	\$ 20,563,317
Total Assets	<u>20,563,317</u>
FIDUCIARY NET POSITION	
Restricted for other postemployment benefits	<u>\$ 20,563,317</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUND

For the Period Ended September 30, 2025

	<u>Other Post- Employment Benefit Trust</u>
ADDITIONS:	
Employer contributions	\$ 3,453,956
Net investment gain	
Investment gain	785,613
Investment expense	<u>(16,910)</u>
Total net investment gain	<u>768,703</u>
Total Additions	4,222,659
DEDUCTIONS:	
Benefits paid on behalf of participants	<u>2,437,046</u>
Net increase in fiduciary net position	1,785,613
Fiduciary net position - October 1, 2024	<u>18,777,704</u>
Fiduciary net position - September 30, 2025	<u><u>\$ 20,563,317</u></u>

The accompanying notes are an integral part of these financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Central Florida Tourism Oversight District (the "District") was established by Chapter 2023-5, Laws of Florida ("new act") effective February 27, 2023. The new act reenacted, amended and repealed Chapter 67-764 Laws of Florida, which created Reedy Creek Improvement District ("RCID"), a State of Florida ("State") public corporation, on May 12, 1967. The new act ratified and confirmed the continued existence of RCID under the District's new name and provided legislative intent concerning the District's authority to generate revenue and pay outstanding indebtedness, without interruption, pursuant to transitional provisions of the Florida Constitution for pre-1968 special districts. The new act retains the District's necessary authority related to taxation and the issuance of bonds.

The new act incorporates a number of changes to the District's charter, the most significant of which included the following:

- Replaced the landowner-elected Board with a five-member Board newly appointed by the Governor and confirmed by the Senate for four-year terms, for up to three consecutive terms, except that for the initial appointments made during 2023, two members were appointed to serve terms of two years.
- Removed the District's ability to amend its own boundaries without a special act.
- Removed the District's ability to own and operate airport facilities, certain types of recreational facilities (such as stadiums, civic center and convention halls) and "novel and experimental" facilities (such as a nuclear fission power plant).

The District includes approximately 25,000 acres of land in Orange and Osceola Counties. Walt Disney World Co. or other wholly-owned subsidiaries of the Walt Disney Company own substantially all the land within the District. As outlined in Chapter 67-764, the District was organized to provide for the reclamation, drainage, and irrigation of land, to establish water, flood, and erosion control, to provide water and sewer systems and waste collection and disposal facilities, to provide for mosquito and other pest controls, to provide for public utilities, to create and maintain conservation areas, to provide streets, roads, bridges and street lighting facilities, and to adopt zoning and building codes and regulations.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

A. Reporting Entity - Continued

The accompanying financial statements present the financial position and changes in financial position of the applicable fund types governed by the Board of Supervisors of the District in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Determination of the financial reporting entity of the District is founded upon the objective of accountability. Therefore, the financial statements include only the District (the primary government). There are no legally separate component units for which operational or financial responsibility rest with officials of the District or for which the nature and significance of their relationship to the District are such that exclusion would cause the financial statements to be misleading.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government. Fiduciary activities are reported only in the fund financial statements. As required by generally accepted governmental accounting principles, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses, of a given function or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) contributions restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds, the proprietary fund and the fiduciary fund. All governmental funds and the proprietary fund are considered to be major funds and are reported as separate columns in the fund financial statements. The other postemployment benefits trust fund is reported as a separate financial statement and is not included in the government-wide financial statements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are generally not measurable and available until the District receives cash.

The District reports the following major governmental funds:

General Fund - The District's primary operating fund accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund - Accounts for resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Capital Projects Fund - Accounts for the financial resources to be used for the acquisition or construction of major general government capital projects.

The District reports the following major proprietary fund:

Utility Fund - Accounts for activities of the following District systems: wastewater collection and treatment; potable water production, treatment, storage, pumping and distribution; reclaimed water distribution; electric generation and distribution; chilled water; hot water; natural gas distribution; and solid waste and recyclables collection and transfer.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

Additionally, the District reports the following fiduciary fund type:

Other Postemployment Benefits Trust Fund - Accounts for the receipt and disbursement of assets held in trust for eligible participants of other postemployment benefits of the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided and 2) capital contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes. Bad debt expense, if any, reduces revenues.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's proprietary fund are charges to customers for sales and services. The District also recognizes as operating revenue connection fees which are to recover the expense of connecting new customers to the system. Operating expenses for the proprietary fund includes the cost of sales and services, administrative expenses, and depreciation/amortization on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Property Taxes

Property taxes are billed and collected within the same fiscal period, and are reflected on the modified accrual basis. Ad valorem taxes on property values have a lien and assessment date of January 1, with millage established during the preceding September. The fiscal year for which taxes are levied begins October 1. Taxes, which are billed in November, carry a maximum discount available through November 30, and become delinquent April 1. State Statutes permit the District to levy property taxes at a rate up to 30 mills. The millage rates assessed by the District for the fiscal year ended September 30, 2025 were 8.9130 for General Operating and 4.1700 for Debt Service.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

E. Cash, Cash Equivalents and Investments

Cash balances from the majority of funds are pooled for investment purposes. Earnings from such investments are allocated to the respective funds based on applicable balances maintained in the pool by each fund. Holdings in the pool, for purposes of these statements, are allocated to the participating funds based on their equity.

Cash and cash equivalents consist of non-interest bearing demand deposits and money market funds and investments with an original maturity of three months or less when purchased. Cash and cash equivalents are carried at cost, which approximates fair value.

Investments are stated at fair value based upon quoted market prices or matrix pricing for certain fixed income securities. Investments are further explained in Notes 3, 11 and 14, Deposits and Investments, Other Postemployment Benefits and Fair Value Measurements, respectively.

F. Inventories

Utility Fund inventories consist of materials, supplies and fuel. All items are held for use only and are valued at cost.

G. Restricted Assets

Certain assets in the debt service fund, capital projects fund and utility fund are restricted as to use by specific provisions of bond resolutions. These assets are classified as restricted assets on the statement of net position.

H. Capital Assets

Infrastructure improvements such as roads, bridges, canals, curbs, gutters, sidewalks, drainage systems and lighting systems are recorded as capital expenditures in the various governmental funds at the time of purchase. These assets are presented as capital assets in the government-wide statement of net position for governmental activities. Infrastructure assets are not depreciated and are accounted for using the modified approach, as further explained in the Required Supplementary Information. Condition assessments are periodically performed and preservation and maintenance costs are reflected as expenses in the government-wide statement of activities under transportation expenses.

Land, buildings, plant, machinery and equipment are carried on the statement of net position for governmental activities and business-type activities at cost, except for contributed assets, which are recorded at acquisition value at the date of contribution. The District's capitalization threshold is \$5,000. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

H. Capital Assets - Continued

Subscription-based information technology arrangements ("SBITAs") are measured as an amount equal to the initial measurement of the related SBITA liability, plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. Similarly, lease assets are measured as an amount equal to the initial measurement of the related lease liability. SBITA and lease assets are amortized on a straight-line basis over the life of the related contract. Assets are depreciated or amortized as follows:

Buildings and land improvements	30-50 years
Improvements, including utility distribution and collection systems	30-50 years
Machinery and equipment	3-30 years
Right-to-use subscription and lease assets	Life of contract

Repairs and maintenance are expensed when incurred. Additions, major renewals and replacements, which increase the useful lives of the assets, are capitalized.

I. Deferred Amount on Refunding

For current and advance refundings resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is deferred and amortized using the effective interest method over the remaining life of the old debt or the life of the new debt, whichever is shorter. Deferred amounts are presented as a deferred outflow of resources or deferred inflow of resources in the Statement of Net Position.

J. Compensated Absences

In the government-wide financial statements, compensated absences are recorded as a liability when the benefits are earned. The current portion is the amount accrued during the year that would normally be liquidated with available, expendable resources in the next fiscal year. The District recognizes costs of paid time off accrued as a liability for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates and (c) the leave is more likely than not to be used for time off or otherwise paid in cash. In the fund statements, expenditures are recognized when payments are due to the employee.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

K. Fund Balances

In the Governmental Fund financial statements, fund balances are classified as follows:

Nonspendable - The portion of fund balance that includes amounts that cannot be spent because they are either not in a spendable form or legally or contractually required to be maintained intact.

Restricted - Amounts that can only be used for specific purposes due to constraints that have been placed on them by external parties, constitutional provisions or enabling legislation.

Committed - Amounts that are constrained for specific purposes that are internally imposed through formal action of the Board of Supervisors and does not lapse at year-end.

Assigned - Amounts constrained by the Board of Supervisors to be used for a specific purpose.

Unassigned - All amounts not included in other spendable classifications.

The District spends restricted amounts first when both restricted and unrestricted fund balance is available unless legally prohibited from doing so. When expenditures are incurred for payment from the unrestricted fund balances, assigned is used first, followed by unassigned fund balance.

The District's fund balance policy requires unassigned fund balance be budgeted at a level at least equal to two months of general fund budgeted operating expenditures. The policy also requires the District assign a minimum \$2,000,000 reserve for emergencies, and assign or commit balances as needed for pay-go capital projects, equipment purchases, budget appropriations, drainage system repairs and maintenance, and allowances for potential ad valorem tax disputes.

L. Budgets and Budgetary Accounting

The following procedures are used to establish the budgetary data reflected in the financial statements:

- (1) The District Administrator submits to the Board of Supervisors a proposed operating budget for the fiscal year commencing on October 1.
- (2) Public hearings are conducted to obtain taxpayer comments.
- (3) Prior to October 1, the budget is legally enacted through passage of an ordinance.
- (4) Budgets are legally adopted for the General Fund, Debt Service Fund and the Utility Fund.
- (5) Budgets are adopted on a basis consistent with U.S. GAAP.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

L. Budgets and Budgetary Accounting - Continued

- (6) The District's charter does not require formal authorization for actual expenditures to exceed budgeted expenditures; however, the Board of Supervisors monitors the budget periodically during the year. The budgetary control is legally maintained at the fund level. The Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual is presented in the same format as the District's operating budget.
- (7) All appropriations and encumbrances, except those specifically approved by the Board of Supervisors, lapse at the close of the fiscal year to the extent not expended.

M. Forward Contracts

The District enters into forward contracts as part of its normal purchases of power and fuel and accounts for such contracts as settled, as a component of the cost of its operations.

N. Derivative Instruments

Fuel-related derivative transactions are executed in accordance with the District's established Energy Risk Management Policy ("Policy") which is controlling the level of price risk exposure involved in the normal course of the District's natural gas purchasing activities. The Policy establishes the Energy Risk Management Oversight Committee to enter into financial hedging agreements and contracts with third parties pursuant to enabling agreements approved by the Board of Supervisors. The Policy establishes the organizational structure of the committee and various volume and pricing limits. The fair value of these derivative fuel instruments is included in the Statement of Net Position, with the accumulated changes in fair value reported as deferred outflows or deferred inflows of resources as they have been determined to qualify for hedge accounting. Related gains or losses are deferred and recognized in the specific period in which the derivative is settled and included as part of fuel costs.

O. Pensions

The Florida Retirement System ("FRS") is responsible for providing participating employers with total pension liabilities, pension assets, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, as well as the District's proportionate share of the net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the FRS and additions to/deductions from the FRS's fiduciary net position have been determined on the same basis as they are reported by the FRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

P. Postemployment Benefits Other Than Pensions ("OPEB")

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB Plan and additions to/deductions from the OPEB Plan fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments that have a maturity at the time of purchase of one year or less, which are reported at cost.

Q. Rates and Regulations

The District follows the accounting practices set forth in Governmental Accounting Standards Board ("GASB") No. 62, paragraphs 476-500, Regulated Operations, for its utility operations. This standard allows utilities to capitalize or defer certain costs or revenues based on management's ongoing assessment that it is probable these items will be recovered through the rate-making process. Regulatory assets consist of deferred fuel cost and are presented as deferred inflows of resources on the statement of net position.

R. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and differences could be material.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of certain differences between the balance sheet – governmental funds and the government-wide statement of net position

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position - governmental activities as reported in the government-wide statement of net position. Further details of certain elements of that reconciliation are as follows:

- (1) Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. This amount represents the total capital assets of governmental activities of \$1,191,253,307, net of accumulated depreciation and amortization of \$130,190,788, or \$1,061,062,519.
- (2) Some liabilities, including bonds payable, other long-term liabilities, and deferred outflows of resources and deferred inflows of resources, are not due and payable in the current period and, therefore, are not reported in the funds. The details of this difference are shown below:

Compensated absences payable	\$ 4,134,923
Self insurance liability	6,596,584
Subscription and lease liabilities	3,626,113
Bonds payable	712,607,336
Deferred outflows - losses on defeased debt	(14,902,878)
Net pension liability	58,865,443
Deferred outflows - pensions	(19,630,632)
Deferred inflows - pensions	12,677,707
Net OPEB liability	44,496,079
Deferred outflows - OPEB	(8,543,529)
Deferred inflows - OPEB	15,263,449
	<hr/>
Net adjustment to reduce total fund balances - total governmental funds to arrive at net position of governmental activities	<u>\$ 815,190,595</u>

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED

B. Explanation of certain differences between the statement of revenues, expenditures and changes in fund balances – governmental funds and the government-wide statement of activities

The statement of revenues, expenditures and changes in fund balances - governmental funds includes a reconciliation of the "net changes in fund balances - total governmental funds" and "change in net position of governmental activities" as reported in the government-wide statement of activities. Further details of certain elements of that reconciliation are as follows:

- (1) Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. The amount by which capital outlays exceeded depreciation and amortization in the current period is as follows:

Capital outlay expenditures:	
General fund	
General government	\$ 2,165,650
Public safety	5,992,636
Physical environment	247,861
Transportation	121,672
Capital projects	62,705,688
Depreciation and amortization expense	<u>(11,746,844)</u>
Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 59,486,663</u>

- (2) Governmental funds report the payment of bond principal and interest when the current financial resources are available and payments are due, and they report the payment of issuance costs, premiums, discounts, and similar items when debt is first issued. However, on the statement of activities interest is accrued and certain bond related costs are deferred and amortized. The details of the difference are as follows:

Net changes of deferred loss, bond costs, discount and premium	\$ 2,741,521
Principal payments on bonds outstanding	41,810,000
Accrued interest payable	(1,201,336)
Bond proceeds	<u>(110,777,968)</u>
Net adjustment to decrease net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	<u>\$ (67,427,783)</u>

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED

B. Explanation of certain differences between the statement of revenues, expenditures and changes in fund balances – governmental funds and the government-wide statement of activities - Continued

(3) Decreases in other liabilities reported as expenses in the statement of activities not requiring the use of current financial resources in governmental funds. The details of the difference are as follows:

Compensated absences	\$ (330,964)
Self insurance	(618,318)
Subscription and lease liabilities	(2,465,030)
Net OPEB liability	3,744,394
Pensions	<u>4,875,365</u>
Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 5,205,447</u>

3. DEPOSITS AND INVESTMENTS

The District is authorized to invest in securities as described in its investment policy and in its bond resolutions. As of September 30, 2025, the District held the following deposits and investments as categorized below:

	Fair Value	Investment maturities (in years)	
		Less than 1	1 - 5
Demand deposits	\$ 41,860,541	\$ 41,860,541	\$ -
U.S. Treasury securities	201,229,023	122,767,334	78,461,689
U.S. Government agency securities	8,722,037	3,277,454	5,444,583
Supranationals	2,465,299	1,428,828	1,036,471
Money market mutual funds	<u>154,475,874</u>	<u>154,475,874</u>	<u>-</u>
Totals	<u>\$ 408,752,774</u>	<u>\$ 323,810,031</u>	<u>\$ 84,942,743</u>

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from rising interest rates, the District's investment policy for operating funds is structured to provide sufficient liquidity to pay obligations as they come due and (1) limits investments to not more than 7-year maturities (with the exception of bond proceeds, described below); and (2) requires the portfolio have no more than 15% in securities maturing in or having an average life of more than 5 years. Bond proceeds and reserve funds are managed in accordance with bond covenants and funding needs which could result in maturities longer than 7 years.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

3. DEPOSITS AND INVESTMENTS - CONTINUED

Credit Risk - The District's investment policy limits credit risk by restricting authorized investments to the following: direct obligations of, or obligations guaranteed by, the U.S. Government; bonds and notes issued by various federal agencies; state and local government securities; Canadian public obligations; public improvement bonds; public utility obligations; public housing obligations; State Board of Education obligations; international development banks; certain government security money market mutual funds; repurchase agreements and reverse repurchase agreements. Securities that derive their value from underlying securities ("derivatives") are specifically prohibited except when separately approved by the District's Board of Supervisors.

Custodial Credit Risk - All demand deposits are entirely insured by federal depository insurance or by the multiple financial institution collateral pool pursuant to the Public Depository Security Act of the State of Florida.

The District's investment policy requires that all investments be held by a third party custodian and held in the District's name. As of September 30, 2025, all District investments are held in a bank's trust department in the District's name.

Concentration of Credit Risk - At September 30, 2025, there were no issuers with which the District held investments exceeding 5% of the total investment portfolio.

Restricted Cash and Cash Equivalents and Investments - The table below summarizes the District's balances of cash and cash equivalents and investments restricted as to use. Restricted amounts are primarily unspent bond proceeds and reserves for debt service:

Statement of Net Position Classifications:	
Restricted cash and cash equivalents	\$ 96,679,689
Restricted investments	<u>117,289,369</u>
	<u>\$ 213,969,058</u>

4. VALUATION ALLOWANCES

The District recognizes allowances for losses on accounts receivable based on an aging of receivables and includes accounts over 120 days. The Utility Fund recognized an allowance at September 30, 2025 in the amount of \$2,082. The expense associated with this allowance is recognized as an offset to utility revenues.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

5. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025 was as follows:

	Beginning Balance October 1, 2024	Increases	Decreases	Ending Balance September 30, 2025
Governmental Activities:				
Capital assets not being depreciated				
Land	\$ 2,992,490	\$ -	\$ -	\$ 2,992,490
Construction in progress	62,454,826	62,705,689	-	125,160,515
Infrastructure	699,603,398	-	-	699,603,398
Total capital assets not being depreciated	765,050,714	62,705,689	-	827,756,403
Capital assets being depreciated/amortized				
Buildings	309,671,028	132,826	-	309,803,854
Machinery and equipment	46,728,955	4,711,786	(443,830)	50,996,911
Right-to-use subscription assets	931,734	426,332	(67,221)	1,290,845
Right-to-use lease assets	672,384	732,910	-	1,405,294
Total capital assets being depreciated/amortized	358,004,101	6,003,854	(511,051)	363,496,904
Less accumulated depreciation/amortization for:				
Buildings	79,076,595	8,786,388	-	87,862,983
Machinery and equipment	39,543,504	2,508,609	(443,830)	41,608,283
Right-to-use subscription assets	273,283	215,980	(67,221)	422,042
Right-to-use lease assets	61,613	235,867	-	297,480
Total accumulated depreciation/amortization	118,954,995	11,746,844	(511,051)	130,190,788
Total capital assets being depreciated/amortized, net	239,049,106	(5,742,990)	-	233,306,116
Governmental activities capital assets, net	\$ 1,004,099,820	\$ 56,962,699	\$ -	\$ 1,061,062,519

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

5. CAPITAL ASSETS - CONTINUED

	Beginning Balance October 1, 2024	Increases	Decreases	Ending Balance September 30, 2025
Business-type Activities:				
Capital assets not being depreciated				
Land	\$ 6,896,164	\$ -	\$ -	\$ 6,896,164
Construction in progress	26,960,416	29,464,550	(39,661,713)	16,763,253
Total capital assets not being depreciated	<u>33,856,580</u>	<u>29,464,550</u>	<u>(39,661,713)</u>	<u>23,659,417</u>
Capital assets being depreciated/amortized				
Buildings	67,345,692	-	-	67,345,692
Improvements other than buildings	319,743,529	16,506,797	-	336,250,326
Machinery and equipment	481,249,733	25,559,085	(2,221,420)	504,587,398
Right-to-use subscription assets	1,075,319	-	-	1,075,319
Total capital assets being depreciated/amortized	<u>869,414,273</u>	<u>42,065,882</u>	<u>(2,221,420)</u>	<u>909,258,735</u>
Less accumulated depreciation/amortization for:				
Buildings	49,454,705	1,386,383	-	50,841,088
Improvements other than buildings	183,688,638	6,786,506	-	190,475,144
Machinery and equipment	363,463,161	14,539,767	(2,221,420)	375,781,508
Accumulated amortization	376,362	215,064	-	591,426
Total accumulated depreciation/amortization	<u>596,982,866</u>	<u>22,927,720</u>	<u>(2,221,420)</u>	<u>617,689,166</u>
Total capital assets being depreciated/amortized, net	<u>272,431,407</u>	<u>19,138,162</u>	<u>-</u>	<u>291,569,569</u>
Business-type activities capital assets, net	<u>\$ 306,287,987</u>	<u>\$ 48,602,712</u>	<u>\$ (39,661,713)</u>	<u>\$ 315,228,986</u>

The District regularly reviews the feasibility of ongoing capital projects. During the year, the District wrote off \$55,210 in Utility Fund projects.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

6. FINANCED PURCHASES

Governmental activities

In fiscal year 2025, the District entered into leasing agreements for emergency communications equipment. The terms of the leases are such that the District is capitalizing them as financed purchases. This year, \$154,903 was included in depreciation expense for the equipment.

The following is a schedule of future minimum lease payments of \$1,875,353 for 911 equipment assets capitalized under the lease agreements, and the present value of the minimum lease payments as of September 30, 2025:

Fiscal Year Ending September 30	Communications Equipment
2026	\$ 937,676
2027	937,677
Total Minimum Lease Payments	1,875,353
Less Amount Representing Interest	132,905
Present Value of Minimum Lease Payments	\$ 1,742,448

7. INTERFUND RECEIVABLE AND PAYABLE BALANCES

Interfund balances between funds results mainly from the time lag between the dates that the goods and services were provided or the expenditure occurs, the recording of the transaction and the date the payment between the funds are made. Interfund receivable and payable balances as of September 30, 2025 are as follows:

	Interfund Receivables (Due from)	Interfund Payables (Due to)
General Fund	\$ 108,326	\$ 151,776
Capital Projects Fund	-	363,520
Utility Fund	515,296	108,326
	\$ 623,622	\$ 623,622

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT

A. Changes in long-term liabilities

	Beginning Balance October 1, 2024	Additions	Reductions	Ending Balance September 30, 2025	Due within one year
Governmental activities:					
General Obligation Bonds:					
2015A Ad Valorem Refunding	\$ 7,225,000	\$ -	\$ (7,225,000)	\$ -	-
2016A Ad Valorem	150,270,000	-	(2,755,000)	147,515,000	10,475,000
2017A Ad Valorem	158,310,000	-	(8,090,000)	150,220,000	8,495,000
2020A Ad Valorem Refunding	300,655,000	-	(18,655,000)	282,000,000	18,985,000
2024A Ad Valorem	-	99,300,000	(5,085,000)	94,215,000	3,085,000
Deferred amounts:					
Discount/Premium	32,275,144	11,477,968	(5,095,776)	38,657,336	-
Total long-term general obligations	<u>648,735,144</u>	<u>110,777,968</u>	<u>(46,905,776)</u>	<u>712,607,336</u>	<u>41,040,000</u>
Compensated absences	3,803,959	330,964	-	4,134,923	2,151,811
Financed purchases	-	2,670,032	(927,584)	1,742,448	849,795
Self insurance liability	6,150,125	588,843	-	6,738,968	1,269,348
Subscription liabilities	547,899	424,557	(206,653)	765,803	256,243
Lease liabilities	613,184	723,596	(218,918)	1,117,862	273,677
Net pension liability	71,179,716	27,667,680	(39,981,953)	58,865,443	-
Net OPEB liability	59,185,676	-	(14,689,597)	44,496,079	-
Long-term liabilities	<u>\$ 790,215,703</u>	<u>\$ 143,183,640</u>	<u>\$(102,930,481)</u>	<u>\$ 830,468,862</u>	<u>\$ 45,840,874</u>
Business-type activities:					
Revenue Bonds:					
2013-1 Utility Refunding	\$ 14,935,000	\$ -	\$ (7,285,000)	\$ 7,650,000	\$ 7,650,000
2018-1 Utility	26,230,000	-	-	26,230,000	-
2018-2 Utility	10,200,000	-	(5,015,000)	5,185,000	5,185,000
Deferred amounts:					
Discount/Premium	3,333,966	-	(392,509)	2,941,457	-
Total long-term bonds payable	<u>54,698,966</u>	<u>-</u>	<u>(12,692,509)</u>	<u>42,006,457</u>	<u>12,835,000</u>
Notes from Direct Borrowings:					
2021-1 Utility	34,595,000	-	(50,000)	34,545,000	1,000,000
2021-2 Utility	42,605,000	-	(5,000,000)	37,605,000	4,100,000
2021-4 Utility	10,571,000	-	(5,265,000)	5,306,000	5,306,000
Total direct borrowings	<u>87,771,000</u>	<u>-</u>	<u>(10,315,000)</u>	<u>77,456,000</u>	<u>10,406,000</u>
Subscription liability	664,920	-	(206,088)	458,832	221,433
Long-term liabilities	<u>\$ 143,134,886</u>	<u>\$ -</u>	<u>\$(23,213,597)</u>	<u>\$ 119,921,289</u>	<u>\$ 23,462,433</u>

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT - CONTINUED

General Obligation Bonds Payable

2015A Ad Valorem Tax Refunding Bonds - In April 2015, the District issued \$50,925,000 Ad Valorem Refunding Bonds at interest rates of 2.0% to 5.0%. The proceeds were used for the current refunding of the 2005A and 2005B Ad Valorem Tax Bonds maturing on and after June 1, 2015. The bonds fully matured in fiscal year 2025.

2016A Ad Valorem Tax Bonds - In July 2016, the District issued \$165,500,000 Ad Valorem Tax Bonds at interest rates of 4.0% and 5.0%, interest only until June 2019. The proceeds were used to finance the costs to design, construct, equip and improve roadways and other facilities within and outside the District.

2017A Ad Valorem Tax Bonds - In October 2017, the District issued \$199,375,000 Ad Valorem Tax Bonds at interest rates of 3.0% to 5.0%, interest only until June 2019. The proceeds were used to finance additional transportation projects and were also used to retire the District's 2017 Bond Anticipation Note.

2020A Ad Valorem Tax Refunding Bonds - In February 2020, the District issued \$338,025,000 Taxable Ad Valorem Refunding Bonds at interest rates of 1.463% to 2.731%. The proceeds were used for the current refunding of the 2013A and 2013B Ad Valorem Tax Bonds maturing on and after June 2, 2024.

2024A Ad Valorem Tax Bonds - In October 2024, the District issued \$99,300,000 Ad Valorem Tax Bonds at interest rates of 5.0%. The proceeds were used to finance additional transportation projects and represent remaining ad valorem tax bond issuance capacity approved by the Board of Supervisors in 2013 through 2016. The bonds mature in 2026 through 2044.

The major provisions of the District's Ad Valorem Tax Bond Resolutions authorizing its debt are as follows:

- (1) The Ad Valorem tax bond issues and related interest are collateralized by an irrevocable lien on the proceeds from Ad Valorem taxes levied by the District.
- (2) Additional bonds may be issued by the District provided (a) the maximum bond debt service requirement of the proposed and then outstanding bonds does not exceed 85% of the maximum annual collection from Ad Valorem Taxes calculated for the current year and (b) the principal amount of all bonds proposed and then outstanding not exceed 50% of the assessed value of the taxable property within the District.

Revenue Bonds Payable

2013-1 Utilities Revenue Refunding Bonds - In July 2013, the District issued \$54,915,000 Utilities Revenue Refunding Bonds at interest rates of 2.5% to 5.0%. The proceeds were used to refund the 2003-1 and 2005-1 Utilities Revenue Bonds.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT - CONTINUED

2018-1 Utilities Revenue Bonds - In July 2018, the District issued \$26,230,000 Utilities Revenue Bonds at an interest rate of 5.0%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems.

2018-2 Taxable Utilities Revenue Bonds - In July 2018, the District issued \$19,750,000 Taxable Utilities Revenue Bonds at an average interest rate of 3.44%. The proceeds are being used to pay for improvements to certain existing utility systems.

Notes from Direct Borrowings

2021-1 Utilities Revenue Bonds - In February 2021, the District issued \$35,095,000 Utilities Revenue Bonds at an interest rate of 1.72%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems. The direct borrowing is a non bank-qualified bond, secured by a pledge of net revenues derived from operation of the District's utility system on a parity with all other previously outstanding Utility Revenue Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

2021-2 Taxable Utilities Revenue Bonds - In February 2021, the District issued \$55,130,000 Taxable Utilities Revenue Bonds at interest rates of 1.03% to 1.58%, interest only due until October 2022. The proceeds are being used to pay for improvements to certain existing utility systems. The direct borrowing is a taxable loan, secured by a pledge of net revenues derived from operation of the District's utility system on a parity with all other previously outstanding Utility Revenue Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

2021-4 Utilities Revenue Refunding Bonds - In July 2021, the District issued \$20,976,000 Utilities Revenue Refunding Bonds at an interest rate of 0.79%, interest only due until October 2022. The proceeds were used to currently refund the 2021-3 Taxable Utility Revenue Refunding Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT - CONTINUED

The major provisions of the Utility Fund's trust indentures securing its debt are as follows:

- (1) The debt obligation and related interest are collateralized by a pledge of the net revenues of the combined utility systems.
- (2) The District will establish rates that will provide sufficient net revenues (revenues less operating expenses (excluding depreciation and lease payments to WDWC)), to pay 110% of the annual debt service requirements due each year. Revenues are defined to mean all rates, fees, charges or other income (including certain investment earnings, impact fees and special assessments) generated by the Utility Fund.
- (3) The District will pay all current operating expenses.
- (4) The District will deposit into the Sinking Fund on a monthly basis an amount equal to one-sixth of the next semi-annual interest payment and one-twelfth of the next annual principal payment.
- (5) The District will maintain a renewal and replacement fund equal to 5% of the gross revenues (less expenses for purchased power and fuel) received in the prior year. Such amount may be and was reduced to 4% by certification from the District's consulting engineer.
- (6) The District will maintain on deposit in the emergency repair fund at least \$500,000.
- (7) The debt service reserve requirements are being provided by Debt Service Reserve accounts with the bond trustee.
- (8) Additional bonds may be issued if the net revenues (revenues of the system less operating expenses (excluding depreciation and lease payments to WDWC)) for twelve consecutive prior months are at least equal to 125% of the maximum annual debt service of the proposed and then outstanding bonds.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT - CONTINUED

B. Annual Debt Service Requirements

Annual requirements to amortize principal and interest of all bonds outstanding as follows:

Governmental activities:

Year Ended September 30,	General Obligation Bonds	
	Principal	Interest
2026	\$ 41,040,000	\$ 25,268,540
2027	42,500,000	23,810,960
2028	44,035,000	22,272,155
2029	45,655,000	20,652,885
2030	47,245,000	19,065,601
2031-2035	263,805,000	67,774,637
2036-2040	162,025,000	19,693,233
2041-2044	27,645,000	3,539,750
Total	\$ 673,950,000	\$ 202,077,761
Current portion	(41,040,000)	
Deferred amounts:		
Discount/Premium	38,657,336	
Long-term bonds payable	\$ 671,567,336	

Business-type activities:

Year Ended September 30,	Revenue Bonds		Direct Borrowings	
	Principal	Interest	Principal	Interest
2026	\$ 12,835,000	\$ 1,595,173	\$ 10,406,000	\$ 1,119,187
2027	1,480,000	1,274,500	19,005,000	934,150
2028	1,555,000	1,198,625	16,320,000	666,646
2029	1,635,000	1,118,875	12,180,000	434,496
2030	1,715,000	1,035,125	2,115,000	317,985
2031-2035	9,950,000	3,766,250	11,120,000	1,027,270
2036-2039	9,895,000	1,019,875	6,310,000	122,464
Total	\$ 39,065,000	\$ 11,008,423	\$ 77,456,000	\$ 4,622,198
Current portion	(12,835,000)		(10,406,000)	
Deferred amounts:				
Discount/Premium	2,941,457		-	
Long-term bonds payable	\$ 29,171,457		\$ 67,050,000	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

8. LONG-TERM DEBT - CONTINUED

C. Subscription-Based Information Technology Arrangements

The District has entered into subscription-based information technology arrangements (SBITAs) for asset, energy, emergency and practice management, and procurement software for a period of one to five years and an incremental borrowing rate of 3.98% to 2.64%. The SBITAs have been recorded at the present value of the future contract payments as of the date of their inception.

Future payments under the SBITA agreements are as follows:

Year Ended September 30,	Governmental Activities		Business-Type Activities		Total
	Principal	Interest	Principal	Interest	
2026	\$ 256,243	\$ 13,792	\$ 221,433	\$ 18,598	\$ 510,066
2027	241,843	15,610	237,399	9,623	504,475
2028	121,012	7,126	-	-	128,138
2029	146,705	3,905	-	-	150,610
Total	<u>\$ 765,803</u>	<u>\$ 40,433</u>	<u>\$ 458,832</u>	<u>\$ 28,221</u>	<u>\$ 1,293,289</u>

For the year ended September 30, 2025, the District had \$80,359 of SBITAs with variable payments that were based on user seats. The District had no other payments, such as termination penalties, not previously included in the measurement of the subscription liability. The District had no commitments under SBITAs before the commencement of the subscription term or any losses associated with an impairment.

D. Lease Liabilities

The District has entered into multiple lease arrangements for vehicles for a period of five years and an incremental borrowing rate of 2.64% to 2.86%. The leases have been recorded at the present value of the future contract payments as of the date of their inception.

Future payments under the lease agreements are as follows:

Year Ended September 30	Governmental Activities		
	Principal	Interest	Total
2026	\$ 273,677	\$ 26,316	\$ 299,993
2027	280,988	19,005	299,993
2028	288,495	11,498	299,993
2029	229,188	4,129	233,317
2030	45,514	413	45,927
Total	<u>\$ 1,117,862</u>	<u>\$ 61,361</u>	<u>\$ 1,179,223</u>

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

9. TRANSACTIONS WITH PRINCIPAL LANDOWNERS

During fiscal year 2025, Walt Disney World Co. and other wholly-owned subsidiaries of The Walt Disney Company provided certain services to the District as follows:

Governmental Funds

- (1) Administrative services amounted to \$33,894, which included technology services and service awards and celebrations for years of service.
- (2) Maintenance of various District water control facilities amounted to \$416,048, which included aquatic weed control.
- (3) Maintenance of certain roadways and District property within the District amounted to \$5,224, which included minor roadway repairs and street sweeping.
- (4) Maintenance of certain building and fleet functions within the District amounted to \$37,306, including generators, fire alarm panels and vehicle branding.
- (5) Construction project management labor and expense associated with various capital improvements amounted to \$761,020.

At September 30, 2025, the General Fund included accounts payable of \$251,188 and accounts receivable of \$15,955 to Walt Disney World Co. and other wholly-owned subsidiaries of the Walt Disney Company.

The District's primary source of revenue is ad valorem taxes. Walt Disney Co. comprised 87% of the total taxable assessed value within the District for the year ended September 30, 2025.

The District entered into an agreement February 2, 2023 with Walt Disney Parks and Resorts U.S., Inc. ("WDPR") and Palm Hospitality Company, for the District to purchase land from each party in order to construct a 4-lane divided rural roadway and other improvements connecting portions of the public roadway of World Drive described as the Northern portion and Southern portion. The agreement states the District will pay Palm Hospitality \$600,000 and WDPR \$12,272,000, plus 10% contingency. As of September 30, 2025, the District made payments of \$600,000 to Palm Hospitality and \$9,827,550 to WDPR.

Utility Fund

- (1) Construction project management labor and expense associated with various capital improvements amounted to \$2,532,148.
- (2) In fiscal year 2025, the Operational Services Fee Cap within the District's labor services agreement with Reedy Creek Energy Services (see Note 16 for additional details) was \$36,157,921. Total payments under this contract included operation and maintenance of the utility system of \$35,272,307 and planned work projects of \$336,134.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

9. TRANSACTIONS WITH PRINCIPAL LANDOWNERS - CONTINUED

Utility Fund - Continued

At September 30, 2025, the Utility Fund had accounts receivable of \$19,746,394 and accounts payable of \$6,942,518 with Walt Disney World Co. and other wholly-owned subsidiaries of The Walt Disney Company.

The District provides utility services to Walt Disney World Co. and other associated companies within its service area. Revenues from services provided to these companies were 84% of total utility revenues for the year ended September 30, 2025.

10. RETIREMENT SYSTEM

General Information - All full-time employees of the District participate in the FRS, administered by the State. As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). Employees elect participation in either the Pension Plan or the defined contribution plan ("Investment Plan"), which is administered by the State Board of Administration ("SBA"). The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for FRS. The latest available report may be obtained by writing to the State, Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida, 32315-9000, or from the website: www.dms.myflorida.com/workforce_operations/retirement/publications.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Pension Plan

Benefits provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation and service credit. Pension plan members are eligible for retirement as follows:

	Class			
	Regular	Senior Management	Special Risk	Special Risk Administrative Support
Enrolled prior to July 1, 2011				
Vested	6 years	6 years	6 years	6 years
Normal retirement age	earlier of 30 years of credited service or attainment of age 62	earlier of 30 years of credited service or attainment of age 62	earlier of 25 years of credited service or attainment of age 55	earlier of 25 years of credited service or attainment of age 55
Retirement benefit	1.6% of average final compensation for each year of credited service	2% of average final compensation for each year of credited service	3% of average final compensation for each year of credited service	1.6% of average final compensation for each year of credited service
Enrolled on or after July 1, 2011				
Vested	8 years	8 years	8 years	8 years
Normal retirement age	earlier of 33 years of credited service or attainment of age 65	earlier of 33 years of credited service or attainment of age 65	earlier of 30 years of credited service or attainment of age 55	earlier of 30 years of credited service or attainment of age 55
Retirement benefit	1.6% of average final compensation for each year of credited service	2% of average final compensation for each year of credited service	3% of average final compensation for each year of credited service	1.6% of average final compensation for each year of credited service

If the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment, which is determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement, multiplied by 3%. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Early retirement may be taken anytime; however, there is a 5% benefit reduction for each year prior to normal retirement age. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Pension Plan Members eligible for retirement are given the option to enter the Deferred Retirement Option Program ("DROP"), which effectively allows them to work with a FRS employer for up to 96 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Pension Plan - Continued

Contributions - The contribution requirements of the District are established and may be amended by FRS. Effective July 1, 2011 Florida Legislature required employees contribute 3% of their annual earnings on a pretax basis, with remaining contributions being the obligation of the District. The District contributed 22.50% of covered employee payroll during the year. The District's contributions to FRS for the year ended September 30, 2025 were \$10,147,902. Employee contributions to FRS for the year ended September 30, 2025 were \$1,240,043. Contributions made and accrued were equal to the required contributions for each year.

The FRS has numerous classes of membership (of which District employees qualify in five classes) with descriptions and employer contribution rates in effect during the year ended September 30, 2025 as follows:

Regular Class - Members not qualifying for other classes (13.63% from 10/1/2024 through 6/30/2025 and 14.03% from 7/1/2025 through 9/30/2025).

Special Risk Class - Members employed as law enforcement officers, firefighters, correctional officers or community-based correctional probation officers, and paramedics and EMTs who meet the criteria set to qualify for this class (32.79% from 10/1/2024 through 6/30/2025 and 35.19% from 7/1/2025 through 9/30/2025).

Special Risk Administrative Support Class - Special risk employees who are transferred or reassigned to a non-special risk position (39.82% from 10/1/2024 through 6/30/2025 and 39.48% from 7/1/2025 through 9/30/2025).

Senior Management Service Class - Qualifying member of senior management (34.52% from 10/1/2024 through 6/30/2025 and 33.24% from 7/1/2025 through 9/30/2025).

Deferred Retirement Option Program (DROP) - Participating members of the program, not to exceed 96 months (21.13% from 10/1/2024 through 6/30/2025 and 22.02% from 7/1/2025 through 9/30/2025).

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2025, the District reported a liability of \$46,340,263 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2025. The District's proportion of the net pension liability was based on historical employer contributions. At June 30, 2025, the District's proportionate share was 0.14932%, which was an increase of 0.00219% from its proportionate share measured as of June 30, 2024.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Pension Plan - Continued

For the year ended September 30, 2025, the District recognized a decrease in the pension liability primarily due to investment gains and resulting pension fund asset appreciation experienced by FRS. The District recognized pension expense in the amount of \$4,898,727. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 4,949,628	\$ -
Change of assumptions	5,381,308	-
Net difference between projected and actual earnings on Pension Plan investments	-	7,736,974
Changes in proportion and differences between District Pension Plan contributions and proportionate share of contributions	5,035,323	1,359,272
District Pension Plan contributions subsequent to the measurement date	2,523,357	-
Total	\$ 17,889,616	\$ 9,096,246

The deferred outflows of resources related to the Pension Plan, totaling \$2,523,357 resulting from District contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in fiscal year 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2026	\$ 8,110,106
2027	46,173
2028	(749,007)
2029	(1,137,259)

Actuarial Assumptions - The total pension liability in the June 30, 2025 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation: 2.40%
- Salary increases: 3.50% average, including inflation
- Investment rate of return: 6.70% net of pension plan investment expense and inflation

The actuarial assumptions used in the July 1, 2025 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023. Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2021.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Pension Plan - Continued

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) an inferred real (in excess of inflation) return of 4.20%; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2024 by the FRS Actuarial Assumption Conference. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation ⁽¹⁾	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0 %	3.2 %	3.2 %	1.1 %
Fixed Income	29.0	5.5	5.4	4.0
Global Equity	45.0	8.5	6.9	18.3
Real Estate	12.0	8.4	7.1	16.8
Private Equity	11.0	12.4	8.8	28.4
Strategic Investments	2.0	6.5	6.1	8.7
Assumed Inflation - Mean			2.4 %	1.5 %

⁽¹⁾As outlined in the Pension Plan's investment policy available from Funds We Manage on the SBA's website at www.sbafla.com.

Discount Rate - The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the District's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease (5.70%)	Discount Rate (6.70%)	1% Increase (7.70%)
District's proportionate share of the net pension liability (asset)	\$ 90,942,051	\$ 46,340,263	\$ 8,946,769

Pension Plan Fiduciary Net Position - Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Pension Plan - Continued

Payables to the Pension Plan - At September 30, 2025, the District reported a payable in the amount of \$1,124,158 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2025.

HIS Plan

Plan Description - The HIS Plan is a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided - For the fiscal year ended September 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of \$7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$45 and a maximum HIS payment of \$225 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. At September 30, 2025, the HIS contribution was 2.0%. The District contributed 100% of its statutorily required contributions for the current year. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The District's contributions to the HIS Plan totaled \$902,184 for the fiscal year ended September 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2025, the District reported a liability of \$12,525,180 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2025, with the liabilities developed in that valuation rolled forward to the Measurement Date using standard actuarial roll-forward techniques. The District's proportionate share of the net pension liability was based on the District's 2024-2025 fiscal year contributions relative to the 2024-2025 fiscal year contributions of all participating members. At June 30, 2025, the District's proportionate share was 0.09772%, which was an increase of 0.00263% from its proportionate share measured as of June 30, 2024.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

HIS Plan - Continued

For the fiscal year ended September 30, 2025, the District recognized pension expense of \$389,538. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 74,768	\$ 19,868
Change of assumptions	110,862	3,029,520
Net difference between projected and actual earnings on HIS Plan investments	-	10,425
Changes in proportion and differences between District HIS Plan contributions and proportionate share of contributions	1,323,395	521,648
District HIS contributions subsequent to the measurement date	231,991	-
Total	<u>\$ 1,741,016</u>	<u>\$ 3,581,461</u>

The deferred outflows of resources related to the HIS Plan, totaling \$231,991 and resulting from District contributions to the HIS Plan subsequent to the measurement date, will be recognized as an increase to the net pension liability in fiscal year 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2026	\$ (535,538)
2027	(570,051)
2028	(451,567)
2029	(296,177)
2030	(219,103)

Actuarial Assumptions - The total pension liability in the June 30, 2025, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation: 2.40%
- Salary increases: 3.50% average, including inflation
- Municipal bond rate: 5.20%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2021.

The actuarial assumptions used in the July 1, 2025 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

HIS Plan - Continued

Discount Rate - The discount rate used to measure the total pension liability was 5.20%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 5.20%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (4.20%) or one percentage point higher (6.20%) than the current rate:

	1% Decrease (4.20%)	Discount Rate (5.20%)	1% Increase (6.20%)
District's proportionate share of the HIS pension liability	\$ 14,124,157	\$ 12,525,180	\$ 11,184,147

HIS Plan Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the HIS Plan - At September 30, 2025, the District reported a payable in the amount of \$87,690 for outstanding contributions to the HIS Plan required for fiscal year ended September 30, 2025.

Investment Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

10. RETIREMENT SYSTEM - CONTINUED

Investment Plan - Continued

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Senior Management, etc.), as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

Costs to administer the Investment Plan, including the FRS Financial Guidance Program, are funded through employer contributions of 0.06% of payroll and by forfeited benefits of plan members. Allocations to investment member's accounts during the 2024-2025 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows: Regular 11.30%, Special Risk 19.00%, Special Risk Administrative Support 12.95%, and Senior Management Service 12.67%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee regains control over their account. If the employee does not return within the 5-year period, the employee forfeits the accumulated account balance. For fiscal year ended September 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, members may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB)

General Information about the OPEB Plan

Plan description - The District provides OPEB through the Voluntary Employees' Beneficiary Association ("VEBA") Plan, a single-employer plan administered by the District. The Plan is administered by the VEBA Board, whose members are the same as the District's Board of Supervisors. The authority to establish and amend benefits, as well as the funding policy, rests with the District's Board. The Plan does not issue a separate publicly available financial report. The Plan trustee is US Bank.

State Statute requires the District to continue offering healthcare coverage to retirees at the District's cost; however, for employees hired prior to March 1, 2013, the District elected by policy to provide this coverage at no cost to retirees that have met certain requirements during employment with the District. Certain executive positions qualify for the health benefits regardless of hire date. The District also has a Survivor Income Plan for retirees that have met certain requirements during employment with the District.

Benefits provided - The VEBA Plan provides healthcare benefits for eligible retirees and their dependents enrolled in District-sponsored plans. Benefits are provided through a third party insurer. To qualify for this benefit, non-union employees must have 20 years of service with the District and be age 62 to obtain paid coverage for themselves and their eligible dependent, certain executive positions must have 7 years of service and be age 62, and union employees must have 20 years of service with the District and be age 55 to obtain paid coverage for themselves. For employees hired after March 1, 2013, retirees may elect to continue coverage for themselves and their eligible dependents at the full, unsubsidized cost to the District for the elected coverage. The VEBA Plan also provides death benefits for certain retirees, equivalent of two times the participant's final annual base salary at retirement to their designated beneficiary. To qualify for this benefit, they must be designated or key employees as outlined by the plan and be age 62 with 10 years (7 years for executive positions) of service, or 25 years with no age requirement. The District currently has 11 retirees that meet the eligibility requirements.

Employees covered by benefit terms - At September 30, 2025, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	138
Inactive employees entitled to but not yet receiving benefit payments	33
Active employees	386

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

General Information about the OPEB Plan - Continued

Contributions - Contributions to the VEBA Trust are not codified or mandated but the District's funding strategy is to contribute a minimum of \$1 million to the VEBA Trust per year. The District is paying current benefits as they come due from operations. For the year ended September 30, 2025, the District's contribution rate was 9.4% of covered-employee payroll. Employees are not required to contribute to the Plan. However, retirees reimburse the District for their elected health coverage at the District's cost in instances where they are not entitled to all or a portion of the subsidy.

Investments

Rate of Return - For the year ended September 30, 2025, the annual money-weighted rate of return on investments, net of investment expense, was 4.1%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from rising interest rates, the District's investment guidelines related to the VEBA Trust are structured to provide sufficient liquidity to pay obligations as they come due. Guidelines for the VEBA Trust are consistent with the policy on other District investments as to the restrictions on the type of investments.

Custodial Credit Risk - VEBA Plan investments are held by the Trustee in the Plan's name.

Credit Risk - The investment policy limits credit risk by restricting authorized investments to the following: direct obligations of, or obligations guaranteed by, the U.S. Government; bonds and notes issued by various federal agencies; state and local government securities; Canadian public obligations; public improvement bonds; public utility obligations; public housing obligations; State Board of Education obligations; international development banks; certain government security money market mutual funds; repurchase agreements and reverse repurchase agreements.

Concentration of Credit Risk - At September 30, 2025, there was one issuer with which the District held investments exceeding 5% of the total investment portfolio. The issuer was Federal Home Loan Bank (16.37%).

The VEBA Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. VEBA plan investments are summarized in the table below. Level 1 investments are valued using prices quoted in active markets for those securities. Level 2 investments are valued using observable inputs other than quoted prices. The VEBA Plan's cash and cash equivalents are invested in First American Money Market Fund, which has a credit rating of AAAM as rated by Standard & Poor's. There are no redemption or deposit restrictions related to these money market funds and the fund aims to maintain NAV of \$1 per share.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

Investments - Continued

	2025			
	Total Fair Value	Level 1	Level 2	Level 3
Investments Measured at Fair Value				
U.S. Treasury and Government Agency Securities	\$ 19,052,805	\$ -	\$ 19,052,805	\$ -
Supranational	674,544	-	674,544	-
Total Investments at Fair Value	\$ 19,727,349	\$ -	\$ 19,727,349	\$ -
Investments Measured at Amortized Cost				
Money Market Funds	\$ 835,968			
Total Investments	\$ 20,563,317			

Long-Term Expected Rate of Return

The long-term expected rate of return on trust investments can be determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2025 are summarized in the following table:

	Target Allocation	Long-Term Expected Rate of Return
Fixed Income	100.00 %	4.90 %
Total	100.00 %	

Net OPEB Liability

The District's net OPEB liability was measured as of September 30, 2025 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

Net OPEB Liability - Continued

Actuarial Assumptions - The total OPEB liability in the September 30, 2025 valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

- Inflation 2.50%
- Salary increases 3.50%, including inflation
- Investment rate of return 4.90%, including inflation
- Healthcare cost trend rates The table below are annual trends based on the current trend study and are applied on a select and ultimate basis. Select trends are reduced .25% per year until reaching the ultimate trend rate.

Expense Type	Fiscal Years		
	2026	2027	2028+
Pre-65 Medical	7.8 %	7.5 %	6.1 %
Post-65 Medical	6.8	6.6	5.7
Dental	4.0	4.0	4.0
Vision	3.0	3.0	3.0

Mortality assumptions were based on table PUB-2010 with projections scale MP-2021. Retirement and turnover assumptions are consistent with the assumptions used in the actuarial valuation of the Florida Retirement System as of July 1, 2024.

The discount rate (long-term expected rate of return) is based on the Bond Buyer "20-Bond GO Index" and assuming that the expected return on plan assets is equal to the 20-Bond GO Index, believed to be reasonable given the assets are 100% invested in corporate and government fixed income securities of various maturities.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

Changes in Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balances at October 1, 2024	\$ 77,963,380	\$ 18,777,704	\$ 59,185,676
Changes for the year:			
Service cost	1,084,039	-	1,084,039
Interest	2,965,281	-	2,965,281
Changes in assumptions	(14,516,258)	-	(14,516,258)
Contributions - employer	-	3,453,956	(3,453,956)
Net investment gain	-	768,703	(768,703)
Benefit payments	(2,437,046)	(2,437,046)	-
Net changes	(12,903,984)	1,785,613	(14,689,597)
Balances at September 30, 2025	\$ 65,059,396	\$ 20,563,317	\$ 44,496,079
Plan fiduciary net position as a percentage of total OPEB liability			31.6%

Sensitivity of the net OPEB liability to changes in the discount rate. The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.90%) or one percentage point higher (5.90%) than the current discount rate (rounded to the nearest thousand):

	1% Decrease (3.90%)	Discount Rate (4.90%)	1% Increase (5.90%)
Net OPEB liability	\$ 54,934,079	\$ 44,496,079	\$ 36,007,957

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (6.8% decreasing to 4.7%) or one percentage point higher (8.8% decreasing to 6.7%) than the current healthcare cost trend rates (rounded to the nearest thousand):

	1% Decrease (6.8% decreasing to 4.7%)	Healthcare Cost Trend Rates (7.8% decreasing to 5.7%)	1% Increase (8.8% decreasing to 6.7%)
Net OPEB liability	\$ 36,162,323	\$ 44,496,079	\$ 55,228,051

Changes of assumptions or other inputs. Beginning of year total OPEB liability was calculated using an assumed discount rate of 3.81%. The discount rate used at September 30, 2025 was 4.90%.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the District recognized OPEB expense of \$(290,438). At September 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual demographic experience	\$ 865,718	\$ 3,327,395
Change of assumptions	7,677,811	11,929,654
Net difference between projected and actual investment performance	-	6,400
Total	\$ 8,543,529	\$ 15,263,449

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2026	\$ (3,594,478)
2027	(2,757,356)
2028	101,452
2029	(471,978)
2030	2,440

12. RISK MANAGEMENT

The District is self-insured and carries excess commercial insurance due to exposure to certain risks of loss related to theft, damage to and destruction of assets, torts, injuries to employees and natural disasters. The District retains risk up to a maximum of \$1,000,000 for each workers' compensation and employer's liability claim, \$250,000 for each liability claim, \$100,000 for most property damage claims, \$50,000 for crime/theft losses and \$100,000 for cyber liabilities. The District purchases commercial insurance for certain exposures in excess of risk retained with commercially reasonable limits, sublimits, terms and conditions. There have been no material claim settlements in excess of insurance coverage during the three fiscal years ended September 30, 2023, 2024 and 2025.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

12. RISK MANAGEMENT - CONTINUED

Liabilities are reported when it is probable that a material loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an estimate for claims that have been incurred but not reported. The self-insurance liability of \$6,738,968 at September 30, 2025 is based on an actuarial review of claims pending and past experience. Changes in the claims liability amount during fiscal years 2025 and 2024 are as follows:

	Year Ended September 30,	
	2025	2024
Self insurance liability beginning balance	\$ 6,150,125	\$ 5,945,920
Claims and changes in estimates	1,549,078	1,801,178
Claims payments	(960,235)	(1,596,973)
Self insurance liability ending balance	<u>\$ 6,738,968</u>	<u>\$ 6,150,125</u>

13. DERIVATIVE FUEL INSTRUMENTS

The District entered into derivative fuel instruments - cash flow hedges (commodity swaps, caps and collars) to financially hedge the cost of natural gas. The District's fuel-related derivative transactions are recorded at fair value on the Statement of Net Position as either an asset or liability depending on their fair value, and the related unrealized gains and/or losses for effective hedges are deferred and reported as either deferred inflows or outflows of resources. Realized gains and losses on these transactions are recognized as fuel expense in the specific period in which the instrument is settled. During the year, a total of \$1,349,639 in settlement gains was recognized in fuel expense.

The following is a summary of the derivative fuel instruments of the Utility Fund as of September 30, 2025 which have been deemed effective and are recorded as deferred outflows.

	Fair Value at September 30,				
Classification	2024	Change in fair value	2025	Notional	Maturity
Deferred outflows/(inflows)	\$ (178,671)	\$ 721,591	\$ 542,920	10,583,434 MMBTUs	FY2026 - 2029

Credit Risk - The District's counterparties must have a minimum credit rating of BBB- issued by Standard & Poor's or Fitch's rating service or Baa3 issued by Moody's Investor Services.

Basis Risk - All of the District's transactions are based on the same reference rates, thus there is no basis risk.

Termination Risk - The District's Energy Risk Management Oversight Committee oversees the derivative instrument activity and of the counterparties who are required to maintain a minimum credit rating and present collateral at certain levels which mitigates the chance of a termination event. To date, no termination events have occurred.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

14. FAIR VALUE MEASUREMENTS

GASB No. 72 addresses accounting and financial reporting issues related to fair value measurements. It provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. For the District, this statement applies to certain investments and natural gas hedges.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset or liability.

Level 1 - quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date

Level 2 - inputs other than quoted prices included within Level 1 - that are observable for an asset or liability, either directly or indirectly

Level 3 - unobservable inputs for an asset or liability

Investments - The District's investments are summarized in the table below. Level 1 investments are valued using prices quoted in active markets for those securities. Level 2 investments are valued using observable inputs other than quoted prices. The District's cash and cash equivalents are invested in First American Money Market Fund and Federated Hermes Treasury Obligations Fund, both of which have a credit rating of AAAM as rated by Standard & Poor's. There are no redemption or deposit restrictions related to these money market funds and the funds aim to maintain NAV of \$1 per share.

		2025			
		Total	Level 1	Level 2	Level 3
Investments Measured at Fair Value					
U.S. Treasury and Government Agency Securities	\$	209,951,060	\$ -	\$ 209,951,060	\$ -
Supranational		2,465,299	-	2,465,299	-
Total Investments at Fair Value		\$ 212,416,359	\$ -	\$ 212,416,359	\$ -
Cash Equivalents Measured at Amortized Cost					
Money Market Funds	\$	154,475,874			
Total	\$	366,892,233			

Natural Gas Hedges - The District utilizes a derivative advisory and valuation service to value its portfolio of natural gas hedges, which are valued based on a discounted cash flows ("DCF") proprietary model. Commodity cap valuations were produced by a similar DCF model that incorporates an adaptation of the Black-Scholes option pricing model. As market quotations are not available for identical commodity derivatives, indirect valuation techniques are required. The District's derivative instruments for fuel cost natural gas hedges, which are presented as a liability and a deferred outflow on the Statement of Net Position, have been categorized as Level 2 inputs.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

15. NET POSITION AND FUND BALANCE REPORTING

The Statement of Net Position for governmental activities reflects a negative unrestricted net position of \$33,055,004. This is primarily due to the District's net pension liability and net OPEB liability, including related deferred inflows and deferred outflows of resources, all of which amount to a combined \$103 million.

Governmental Fund Balances

In the Balance Sheet - Governmental Funds, the District has classified fund balances into nonspendable, committed, restricted, assigned and unassigned amounts. Restricted amounts represent the following:

- Capital Projects Fund - Bond funds restricted for road system and building improvements subject to specific provisions in bond resolutions.
- Debt Service Fund - Assets required for servicing general obligation bond indebtedness under the District's trust indenture.

Assigned amounts in the general fund represent monies designated for emergency reserves, certain equipment purchases and budget appropriations, as needed. Committed amounts in the general fund represent certain fees specifically set aside by action of the Board of Supervisors to be used solely to maintain the integrity of the drainage system. Also included are amounts set aside due to property appraiser disputes. Note 16 discusses these disputes in more detail.

16. COMMITMENTS AND CONTINGENCIES

Construction

As of September 30, 2025, the District's Board of Supervisors authorized a budget of approximately \$184.2 million for current or in-process major transportation and other construction projects. Executed construction commitments associated with these projects approximated \$164.1 million and of this amount, approximately \$125.2 million was spent as of September 30, 2025.

Purchased Power and Gas

The District has entered into Purchase Power Agreements ("PPA") with Investor Owned Utilities (IOUs), private solar developers and municipal entities throughout Florida for the purchase and sale of power at wholesale rates, and associated transmission service. In general, except for solar PPAs, purchase PPAs require the counterparty to pay reservation charges for capacity to reserve the right to call on such capacity as needed. The District's budgeted minimum commitment for fiscal year 2025 reservation charges under its agreements was estimated at \$7,578,680. There are no requirements for the District to sell wholesale power or reserve capacity for wholesale sales. One of the District's wholesale agreements expired on December 31, 2024 and was replaced by an agreement with a different counterparty, which expires on December 31, 2029. There are various provisions for renewal or cancellation by the District and the respective counterparty in the agreements.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

16. COMMITMENTS AND CONTINGENCIES - CONTINUED

Purchased Power and Gas - Continued

On April 1, 2023, the District entered into a Service Agreement for Network Integration Transmission Service ("NITS") with Duke Energy for the period April 1, 2023 through March 31, 2028. The Service Agreement will automatically renew for successive five-year terms unless terminated. The District's budgeted transmission commitment for fiscal year 2025 under the NITS agreement was estimated at \$11,188,842.

On May 27, 2015, the District entered into a Purchase Power Agreement with Duke Energy for the purchase of solar energy from the "Mickey Solar" array. The agreement is for a term of 15 years with a total commitment to purchase energy of approximately \$7,515,550. The annual cost for fiscal year 2025 was estimated at \$549,532.

On October 9, 2017, the District entered into a Purchase Power Agreement with Origis Energy for the purchase of solar energy from the FL Solar 5, LLC facility. The agreement is for a term of 17 years with the option to extend the term up to 20 years. For the 17-year term, the District is committed to purchase energy of approximately \$89,547,848. The annual cost for fiscal year 2025 was estimated at \$3,417,082.

On February 24, 2021, the District entered into a third Purchase Power Agreement to purchase solar energy from Bell Ridge Solar, LLC for a 20-year term. On March 23, 2022, based on mutual agreement of the parties the First Amendment to the original PPA with Bell Ridge Solar, LLC for the purchase of solar energy was executed. The term of the original agreement of 20 years equates to a total commitment to purchase energy of approximately \$125,634,409. The annual cost for fiscal year 2025 is estimated at \$6,358,331.

On April 24, 2024, the District entered into a fourth Purchase Power Agreement to purchase solar energy from Bronson Solar, LLC for a 20-year term from the commercial operation date of September 2025. The District is committed to purchase energy of approximately \$167,894,592. The cost for fiscal year 2025 was immaterial as the facility was only operational for two weeks prior to year end.

The District is obligated to purchase pipeline capacity to transport natural gas under two transportation and supply agreements with Florida Gas Transmission Company ("FGT"), dated December 1991 and October 1993, respectively. The terms of the FGT agreements expire in 2035; however, the District has contractual rollover rights for 10-year increments. Minimum reservation payments under these agreements were budgeted at approximately \$2,878,497 for fiscal year 2025.

The District has a backup natural gas interconnection agreement with Peoples Gas System ("PGS"). The term of the PGS agreement expires in 2028 unless extended by the District. The District is in conversations with PGS to extend the existing agreement. Minimum payments under this agreement were budgeted at approximately \$477,600 for fiscal year 2025.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

16. COMMITMENTS AND CONTINGENCIES - CONTINUED

Purchased Power and Gas - Continued

The District has entered forward contracts for specified periods of time to purchase the natural gas commodity at either specified swap prices in the future or collars where prices fluctuate within a ceiling and floor. In general, the District's portfolio primarily consists of swaps and occasionally collars. The District enters these financial contracts to help plan its natural gas costs for the year and to protect itself against an increase in market price of the commodity. These purchases (hedges) are made in compliance with the District's Energy Risk Management Program (ERMP). It is possible the market price before or at the specified time to purchase natural gas may be lower or higher than the price at which the District is hedged. This would serve to reduce or increase the value of the hedge contracts at the time of settlement. If the market price for the commodity is more than the hedge price, the District benefits by only paying the fixed price of the hedge. However, if the market price for the commodity is less than the fixed price of the hedge, the District would pay the fixed price for the swap. The exposure for the District occurs if the counterparty fails to fulfill the hedge contracts.

Labor Services Agreement

The District entered into a Fourth Amendment to the Amended and Restated Labor Services Agreement ("LSA") with Reedy Creek Energy Services (RCES), to furnish all labor and services necessary to operate, maintain, repair, renew and administer a solid waste collection and disposal system, a wastewater system, a potable water system, a natural gas distribution system, an electric generation and distribution system, a chilled water system, and a hot water system (collectively the "utility systems"). The agreement expires on September 30, 2028. The maximum amount billable under the LSA (Operating Services Fee Cap) in fiscal year 2025 was \$36,157,921. The Operational Services Fee Cap for fiscal year 2026 is \$40,997,281.

STOPR Agreements

In September 2007, the District entered into a Cost Sharing and Permit Compliance Coordination agreement with the City of St. Cloud, Tohopekaliga Water Authority ("TWA"), and Orange and Polk Counties to jointly perform permit compliance monitoring activities as required by the Water Use Permits issued by the South Florida Water Management District. Between 2010 and June 2016, Orange County was the contract manager and the District's payments were made to Orange County upon receipt of an invoice. In March 2016, the District executed an amendment to the original agreement that (1) made TWA the contract manager and (2) extended the term of the agreement. The agreement is in its seventh amendment and expires June 30, 2030. As amended, it requires the District to contribute 18.2% of the total cost of all monitoring. As of September 30, 2025, the District has paid \$1,586,462 for these efforts.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2025

16. COMMITMENTS AND CONTINGENCIES - CONTINUED

STOPR Agreements - Continued

As part of the STOPR group, the District also entered into an entry and access agreement with The Nature Conservancy ("TNC") to access portions of property owned by TNC, known as the Disney Wilderness Preserve, for the purpose of environmental monitoring, as required by the Water Use Permit conditions of all STOPR members. This access agreement has an annual fee of \$150 and expires on December 31, 2029.

Litigation and Other Claims

Various suits and claims arising in the ordinary course of operations are pending against the District. Management believes the ultimate disposition of such matters, including the cases described below, will not materially affect the financial position of the District, the results of its operations, or the District's ability to pay debt service on existing outstanding bonds. In addition, neither the creation, organization or existence of the District is being contested in any of the pending lawsuits.

Some taxpayers in the District have filed lawsuits challenging the valuation of commercial parcels located in the District and/or contesting the legality, validity and methodology of ad valorem assessments made by the Property Appraiser on the parcels. Some of these lawsuits have been resolved through settlement, resulting in downward adjustments to assessed valuations in certain years that reduced the amount of taxes owed, resulting in District refunds to certain taxpayers. The District cannot predict whether future similar lawsuits will occur, whether those lawsuits will result in future refunds or the timing of future settlements or final judgments. In fiscal year 2025, the District budgeted \$6.5 million to fund potential financial obligations arising from property appraiser settlements. In fiscal year 2025, the District paid \$1,787,866 in settlements. In fiscal year 2026, the District has budgeted \$7.5 million for potential future obligations. The largest settlement paid by the District in any given year was just under \$6 million in fiscal year 2021, resulting in decreased assessed valuations of approximately \$516 million over a 6-year period. The District continues to monitor the ongoing lawsuits and the committed fund balance attributable to such potential settlements and/or final judgments, as appropriate.

Three lawsuits involving Walt Disney Parks and Resorts, U.S., Inc. ("WDPR") and the District were settled in fiscal year 2024. As stipulated in the settlement agreement, the District agreed, among other things, to update the Comprehensive Plan during fiscal year 2025. The District's Board approved the 2045 Comprehensive Plan in September 2025, which is currently in use.

17. SUBSEQUENT EVENT

Issuance of Utility Revenue Bonds

In November 2025, the District issued \$169.43 million par amount of utility revenue bonds to provide financing for various capital improvements to or for the system, including chilled water and hot water, electric, wastewater and potable water utilities. The bonds were issued in maturities from 2029 through 2045 at interest rates ranging from 4.098% to 5.107%.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

Roadways

(Note 2. A.)

Fiscal Year	Percentage of Roadways		
	Excellent	Good/Satisfactory	Poor
2025	79 %	11 %	10 %
2024*	69 %	19 %	12 %
2023	67 %	26 %	7 %
2022	69 %	25 %	6 %
2021	70 %	23 %	7 %

* Rating category modified in 2024; see further explanation below.

Bridges

(Note 2. B.)

Fiscal Year	Number of Bridges by Category				
	Excellent	Good	Fair	Poor	Total
2025	13	48	3	-	64
2024	14	50	-	-	64
2023	14	49	1	-	63
2022	58	2	N/A	-	60
2021	50	3	N/A	-	53

Water Control Structures

(Note 2. C.)

Fiscal Year	Number of Structures by Category				
	Excellent	Good	Fair	Poor	Total
2025	14	11	-	-	25
2024	14	11	-	-	25
2023	13	11	-	-	24
2022	17	7	N/A	-	24
2021	18	6	N/A	-	24

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

Fiscal Year	Budgeted Costs			Actual Costs		
	Roads	Bridges	Water Control Structures	Roads	Bridges	Water Control Structures
2026	\$ 12,332,000	\$ 1,250,000	\$ 6,795,000	\$ -	\$ -	\$ -
2025	10,505,000	725,000	4,685,000	7,112,479	613,897	1,024,214
2024	11,786,243	1,100,000	4,789,508	7,084,810	892,920	1,358,447
2023	14,129,000	830,000	1,900,000	10,105,448	36,049	977,659
2022	12,238,876	4,285,000	1,760,000	2,626,838	3,547,250	847,977
2021	6,607,600	3,220,400	1,025,000	3,713,650	1,588,609	450,492

1. ELECTION TO USE MODIFIED APPROACH

The District has elected to use the "Modified Approach" as defined by GASB No. 34 for infrastructure reporting for its roads, bridges and water control structures. Infrastructure capital assets are managed using an asset management system with (1) an up-to-date inventory; (2) condition assessments conducted at a minimum of every three years; and (3) an estimated annual amount to maintain and preserve the asset at the established condition assessment level.

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL

A. Roads

Streets and roads are constantly deteriorating due to environmental causes (weathering and aging) and structural causes (repeated traffic loading). The rate at which pavement deteriorates depends on the original construction quality, environmental conditions, drainage, traffic loading and interim maintenance procedures. The District bases all pavement design on existing traffic counts, proposed traffic generation due to planned development and known loading factors.

In an effort to ensure the quality of the District's roadway network, the District performs a physical condition assessment of the public streets/roadways within its jurisdiction using the Road Manager Condition Evaluation test method. Roads are evaluated and given a numerical rating, or Pavement Condition Index ("PCI") of 1 through 100. This identifies the condition and helps determine what work is required. The ratings were based on visual observation of the roads surface conditions: defects or deformation, cracking (transverse, reflective, longitudinal and alligator), and patching/pot hole frequency.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

A. Roads - Continued

Using the PCI Index, the following conditions were defined:

<u>Condition</u>	<u>PCI Rating (2024 and After)</u>	<u>PCI Rating (2023 and Prior)</u>
Excellent	70 - 100	80 - 100
Good/Satisfactory	55 - 69	60 - 79
Poor	0 - 54	1 - 59

In fiscal year 2024, the District adjusted the PCI rating categories above to more closely align itself with the Florida Department of Transportation ("FDOT"). The District partnered with FDOT in fiscal year 2024 to complete the inspections, which resulted in the adjusted ratings noted above.

Complete assessments to evaluate the PCI ratings shall occur at a minimum every three years. In addition, yearly inspections are performed to account for changing conditions that may impact previous ratings.

The District has elected to maintain roads within the system at a minimum of 80% rated in excellent or good/satisfactory condition. As of the date of this report, 90% of the District's roads were in excellent or good/satisfactory condition.

In prioritizing roadway repairs, a benefit value for each roadway is determined based on the roadway use and the projected cost of the necessary repair. Based on the identified priorities, the District budgets for and schedules the pavement repairs. During fiscal year 2025, the District completed three pavement resurfacing projects. In fiscal year 2026, the District has three pavement resurfacing projects scheduled. The remaining work needed to upgrade the 10% of roadways in the poor category is programmed for subsequent fiscal years.

In addition to roadway construction and major asphalt refurbishment, the District continued with routine/ongoing maintenance and repairs throughout the roadway system. The routine work in 2025 encompassed maintenance repairs of asphalt, shoulder protection/slide slope erosion repairs, curb repairs and replacement of guardrails totaling \$7,112,479.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

B. Bridges

Bridges within the District are inspected bi-annually by a qualified Florida Certified Bridge Inspector on a rolling basis. The inspection reports are signed and sealed by a Professional Engineer. Bridge inspections are performed according to the latest National Bridge Inspection ("NBI") Standards and FDOT requirements. As part of the inspection process, the bridge deck, super-structure, substructure and culvert (if applicable) are rated according to standard requirements. Consistent with industry standards, the District implemented in 2023 the NBI Condition Rating used by FDOT, which assigns classifications based on the table below:

<u>Condition</u>	<u>NBI Condition Rating</u>
Excellent	8 - 9
Good/Satisfactory	6 - 7
Fair	5
Poor	1 - 4

The earliest bridges constructed within the District were placed into service in 1972 and a majority of the bridges were constructed during the following 25 years. Over the past 10+ years, the District has undergone major infrastructure expansion with additional bridges being placed into service, older bridges undergoing major modifications and numerous bridges retired from service.

The District has elected to maintain 90% of its bridges within the excellent or good category. As of the date of this report, 95% of the District's bridges were in excellent or good condition.

As of the date of this report, the District has identified three bridges in fair condition. Designs have been completed for repairing one of these bridges, and construction is anticipated to begin in fiscal year 2027. The other two bridges have been identified for replacement as part of the District's capital improvement program, which has already been funded. Preservation and maintenance of bridge structures is an on-going activity and allows the bridges to be classified as either Excellent or Good condition. Based on inspection results/recommendations, bridge installations and repairs were completed at a cost of \$613,897.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

C. Water Control Structures

The Master Drainage System within the District is comprised of 66 river miles of canals and waterway. It incorporates 25 major water control structures comprised of Amil Gates, weirs, and one set of 48" diameter culverts. Amil Gates are constant level water control structures. These gates provide a consistent water level within the waterways or canals, and open due to increasing water pressure during a storm event, thereby allowing flood waters to pass downstream and exit the District. Weirs maintain water levels at a set elevation; as the flood waters rise due to a storm event, they spill over the weirs and pass downstream. The set of 48" culverts act as an overflow or pass through, allowing flood waters to pass to an adjacent wetland on the eastern perimeter of the District. Construction on a majority of these structures began in the late 1960's, thus many are approaching 60 years of service time. Ongoing maintenance and major rehabilitative work has extended the useful life of the structures allowing them to remain operational. A new structure was added in 2024 due to the completion of construction on a new regional stormwater facility.

Structures are classified by their overall condition and were listed as Excellent, Good or Poor condition. In 2023, the District added the Fair category to better classify structures along the condition spectrum described below. This rating is generated by the annual inspection and condition assessment report. The Annual Water Control Structure Report lists all items inspected both above ground and below the water surface. Using this information, the structure condition is assigned, the required repairs are prioritized and the repair work is scheduled. Required repairs are listed as Priority 1, 2 or 3. Priority 1 signifies a major rehabilitative repair. Priority 1 repairs are items that if not repaired, may degrade the integrity of the structural element or reduce the operational capacity of the structure. Historically, we have found Priority 1 repairs often occur in underwater conditions and have evolved over long periods of time. This type of repair may require extensive construction work and, as such, cannot always be done immediately. These major repairs are programmed and budgeted to occur in a future year. Priority 2 repairs are those that may impact the operational capacity of the structure but do not cause major cost impacts and can be addressed during annual routine maintenance. Priority 3 identifies items not in current need of repair but signify a condition, though noteworthy, that is expected to remain stable for a number of years. As such, the recommendation is that Priority 3 items need not be separately scheduled for repair, but addressed when the structure undergoes Priority 1 or Priority 2 repairs. As the structures continue to age, our annual inspections reveal an increasing number of Priority 1 and 2 repairs, and the annual maintenance for the water control system continues to trend upward.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2025

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

C. Water Control Structures - Continued

Based on the results of inspections and priority ranking of repairs, the following condition level categories have been assigned:

<u>Condition</u>	<u>Category Characteristics</u>
Excellent	<ul style="list-style-type: none">- No existing safety deficiencies- Acceptable performance expected, no operational impacts- Routine maintenance required, generally priority 3 and 2 repairs- Widespread typical deterioration
Good	<ul style="list-style-type: none">- No existing safety deficiencies- Acceptable performance expected- Minor operational impacts not critical to flood control- Routine maintenance required, generally priority 3 and 2 repairs- Widespread typical deterioration- Isolated significant condition exists that require remedial action greater than routine work and/or secondary studies/investigation. May include an isolated priority 1 repair.
Fair	<ul style="list-style-type: none">- No existing safety deficiencies for normal operation conditions. Extreme hydrologic events may result in safety deficiencies.- Maintenance required to prevent developing safety concerns- Acceptable performance expected- Minor operational impacts not critical to flood control, but potential threat to flood control operations if impacts continue to deteriorate- Multiple conditions exist that require remedial action greater than routine work and/or secondary studies/investigation- Widespread severe deterioration
Poor	<ul style="list-style-type: none">- Existing safety deficiencies for normal operation conditions.- Non acceptable performance expected- Operational impacts critical to flood control- Multiple conditions exist that require remedial action greater than routine work and/or secondary studies/investigation- Widespread severe deterioration

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) **SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT** **INFRASTRUCTURE CAPITAL ASSETS**

Year Ended September 30, 2025

2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

C. Water Control Structures - Continued

The District has elected to maintain water control structures within the system at 80% in excellent or good condition and have no structures in poor condition. As of the date of this report, 100% of the District's structures were rated in excellent or good condition.

During fiscal year 2025, the District conducted routine maintenance on the system, which included repairs on structures, levees and debris removal throughout the canal system and maintenance/repair of erosion issues. In addition, the District started a major rehabilitation of one of the structures, which is anticipated to be completed in fiscal year 2026. The cost of these activities totaled \$1,024,214. Additional design and rehabilitation work on other structures is anticipated during fiscal year 2026.

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POSTEMPLOYMENT BENEFITS

Year Ended September 30, 2025

Schedule of Changes in the District's Net OPEB Liability and Related Ratios

Last 8 Fiscal Years*

	2025	2024	2023
TOTAL OPEB LIABILITY			
Service cost	\$ 1,084,039	\$ 1,135,506	\$ 1,124,357
Interest	2,965,281	2,740,258	2,655,985
Change in benefit terms	-	-	-
Difference between expected and actual experience	-	(5,195,259)	-
Changes of assumptions	(14,516,258)	14,627,788	(954,595)
Benefit payments	(2,437,046)	(2,416,750)	(2,058,314)
Net change in total OPEB liability	(12,903,984)	10,891,543	767,433
Total OPEB liability, beginning of year	77,963,380	67,071,837	66,304,404
Total OPEB liability, end of year	\$ 65,059,396	\$ 77,963,380	\$ 67,071,837
PLAN FIDUCIARY NET POSITION			
Contributions - employer	\$ 3,453,956	\$ 3,434,688	\$ 3,072,626
Net investment income (loss)	768,703	1,232,550	360,829
Benefit payments	(2,437,046)	(2,416,750)	(2,058,314)
Net change in plan fiduciary net position	1,785,613	2,250,488	1,375,141
Plan fiduciary net position, beginning of year	18,777,704	16,527,216	15,152,075
Plan fiduciary net position, end of year	20,563,317	18,777,704	16,527,216
District's net OPEB liability, end of year	\$ 44,496,079	\$ 59,185,676	\$ 50,544,621
Plan fiduciary net position as a percentage of the total OPEB liability	31.61 %	24.09 %	24.64 %
Covered-employee payroll	\$ 36,915,863	\$ 35,667,500	\$ 29,670,506
District's net OPEB liability as a percentage of covered-employee payroll	120.53 %	165.94 %	170.35 %

*Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available.

Notes to Schedule

Changes of assumptions - The discount rate increased from 3.81% to 4.90% at September 30, 2025.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POSTEMPLOYMENT BENEFITS

Year Ended September 30, 2025

Schedule of Changes in the District's Net OPEB Liability and Related Ratios

Last 8 Fiscal Years*

<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
\$ 2,019,443	\$ 1,926,349	\$ 1,511,559	\$ 1,219,287	\$ 1,179,666
1,840,307	1,851,303	2,167,491	2,521,415	2,332,664
-	374,816	-	-	-
2,763,542	-	(6,200,300)	-	-
(22,662,394)	(935,997)	6,505,338	18,890,916	(6,120,684)
(2,218,031)	(1,757,481)	(1,709,222)	(1,523,266)	(1,521,768)
(18,257,133)	1,458,990	2,274,866	21,108,352	(4,130,122)
84,561,537	83,102,547	80,827,681	59,719,329	63,849,451
\$ 66,304,404	\$ 84,561,537	\$ 83,102,547	\$ 80,827,681	\$ 59,719,329
\$ 3,233,531	\$ 2,774,518	\$ 2,743,348	\$ 2,552,995	\$ 12,521,768
(1,011,926)	(60,629)	488,190	637,649	2,399
(2,218,031)	(1,757,481)	(1,709,222)	(1,523,266)	(1,521,768)
3,574	956,408	1,522,316	1,667,378	11,002,399
15,148,501	14,192,093	12,669,777	11,002,399	-
15,152,075	15,148,501	14,192,093	12,669,777	11,002,399
\$ 51,152,329	\$ 69,413,036	\$ 68,910,454	\$ 68,157,904	\$ 48,716,930
22.85 %	17.91 %	17.08 %	15.68 %	18.42 %
\$ 28,667,156	\$ 29,475,581	\$ 28,294,306	\$ 27,612,000	\$ 26,678,408
178.44 %	235.49 %	243.55 %	246.84 %	182.61 %

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POST EMPLOYMENT BENEFITS - CONTINUED

Year Ended September 30, 2025

Schedule of the District's Contributions

Last 8 Fiscal Years*

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Employee Payroll	Contributions as a Percentage of Covered Employee Payroll
2025	\$ 4,386,750	\$ 3,453,956	\$ 932,794	\$ 36,915,863	9.36 %
2024	4,054,884	3,434,688	620,196	35,667,500	9.63 %
2023	4,047,323	3,072,626	974,697	29,670,506	10.36 %
2022	5,171,142	3,233,531	1,937,611	28,667,156	11.28 %
2021	5,075,307	2,774,518	2,300,789	29,475,581	9.41 %
2020	4,838,645	2,743,348	2,095,297	28,294,306	9.70 %
2019	4,507,464	2,552,995	1,954,469	27,612,000	9.25 %
2018	3,580,651	12,521,768	(8,941,117)	26,678,408	46.94 %

* Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available.

Notes to Schedules

Valuation Date: September 30, 2024

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal based on level basis over the earnings of the individual between entry age and assumed exit age(s). Projected Unit Credit method used in years 2018 and prior.
Amortization period	30-year open group
Asset valuation method	Fair market value
Contributions	Contributions to the VEBA Trust are not codified or mandated but the District's funding strategy is to contribute a minimum of \$1 million to the Trust per year.
Inflation	2.50%
Healthcare cost trend rates	8.0% initial, decreasing .25% per year to an ultimate rate of 5.0% for medical; 4.0% dental; 3.0% vision
Salary increases per year	3.50%
Investment rate of return (discount rate)	4.90%
Retirement age	Based on the 2024 Florida Retirement System Actuarial Valuation
Mortality	PUB-2010 mortality table w/scale MP-2021, segregated by Special Risk and Non-Special Risk classes

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI)
OTHER POST EMPLOYMENT BENEFITS - CONTINUED

Year Ended September 30, 2025

Schedule of Investment Returns

Last 8 Fiscal Years *

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2025	4.1%
2024	7.3%
2023	2.4%
2022	(6.4)%
2021	(0.3)%
2020	4.0%
2019	5.8%
2018	0.0%

* Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available. Fiscal year 2018 was 0.0% as The Plan was funded at the end of the fiscal year.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI)
PENSIONS

Year Ended September 30, 2025

Schedule of the District's Proportionate Share of the Net Pension Liability - Pension Plan

Florida Retirement System

Last 10 Fiscal Years*

<u>Calendar Year</u>	<u>CFTOD's Proportion of the Net Pension Liability</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Employee Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</u>
2025	0.14932 %	\$ 46,340,263	\$ 43,960,606	105.41 %	87.26 %
2024	0.14713 %	56,915,826	40,642,553	140.04 %	83.70 %
2023	0.12810 %	51,043,615	35,229,560	144.89 %	82.38 %
2022	0.13088 %	48,696,935	34,235,982	142.24 %	82.89 %
2021	0.12138 %	9,169,131	31,367,402	29.23 %	96.40 %
2020	0.14788 %	64,091,387	33,311,667	192.40 %	78.85 %
2019	0.15020 %	51,728,123	32,604,660	158.65 %	82.61 %
2018	0.14924 %	44,950,699	31,337,271	143.44 %	84.26 %
2017	0.13850 %	40,967,776	27,550,271	148.70 %	83.89 %
2016	0.14236 %	35,945,064	26,833,753	133.95 %	84.88 %

*Amounts presented for each fiscal year were determined as of June 30.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI) PENSIONS - CONTINUED

Year Ended September 30, 2025

Schedule of the District's Contributions - Pension Plan

Florida Retirement System

Last 10 Fiscal Years*

<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>Contributions as a Percentage of Covered Employee Payroll</u>
2025	\$ 10,147,902	\$ 10,147,902	\$ -	\$ 45,109,209	22.50 %
2024	9,274,699	9,274,699	-	41,477,730	22.36 %
2023	7,164,161	7,164,161	-	36,198,395	19.79 %
2022	6,072,376	6,072,376	-	34,180,174	17.77 %
2021	5,193,646	5,193,646	-	32,345,424	16.06 %
2020	5,173,531	5,173,531	-	32,847,147	15.75 %
2019	5,114,578	5,114,578	-	33,220,360	15.40 %
2018	4,642,954	4,642,954	-	31,540,901	14.72 %
2017	4,027,501	4,027,501	-	28,358,740	14.20 %
2016	3,815,742	3,815,742	-	27,184,949	14.04 %

*Amounts presented for each fiscal year were determined as of September 30.

Changes in assumptions

None.

Change in benefit terms

None.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI)
PENSIONS - CONTINUED

Year Ended September 30, 2025

Schedule of the District's Proportionate Share of the Net Pension Liability - HIS Plan

Health Insurance Subsidy Program

Last 10 Fiscal Years*

<u>Calendar Year</u>	<u>CFTOD's Proportion of the Net Pension Liability</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Employee Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</u>
2025	0.09772 %	\$ 12,525,180	\$ 43,960,606	28.49 %	6.36 %
2024	0.09509 %	14,263,890	40,642,553	35.10 %	4.80 %
2023	0.08864 %	14,077,700	35,229,560	39.96 %	4.12 %
2022	0.09394 %	9,950,153	34,235,982	29.06 %	4.81 %
2021	0.08857 %	10,863,849	31,367,402	34.63 %	3.56 %
2020	0.09597 %	11,718,223	33,311,667	35.18 %	3.00 %
2019	0.09749 %	10,908,108	32,604,660	33.46 %	2.63 %
2018	0.09590 %	10,150,278	31,337,271	32.39 %	2.15 %
2017	0.08638 %	9,235,838	27,550,271	33.52 %	1.64 %
2016	0.08682 %	10,118,388	26,833,753	37.71 %	0.97 %

*Amounts presented for each fiscal year were determined as of June 30.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION (RSI)
PENSIONS - CONTINUED

Year Ended September 30, 2025

Schedule of the District's Contributions - HIS Plan

Health Insurance Subsidy Program

Last 10 Fiscal Years*

Fiscal Year	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution	Contribution Deficiency (Excess)	CFTOD's Covered Employee Payroll	Contributions as a Percentage of Covered Employee Payroll
2025	\$ 902,184	\$ 902,184	\$ -	\$ 45,109,209	2.00 %
2024	829,555	829,555	-	41,477,730	2.00 %
2023	633,993	633,993	-	36,198,395	1.75 %
2022	567,391	567,391	-	34,180,174	1.66 %
2021	536,934	536,934	-	32,345,424	1.66 %
2020	545,263	545,263	-	32,847,147	1.66 %
2019	551,458	551,458	-	33,220,360	1.66 %
2018	523,579	523,579	-	31,540,901	1.66 %
2017	470,755	470,755	-	28,358,740	1.66 %
2016	451,270	451,270	-	27,184,949	1.66 %

*Amounts presented for each fiscal year were determined as of September 30.

Changes in assumptions

From 2024 to 2025, the municipal rate used to determine total pension liability increased from 3.93% to 5.20%.

Change in benefit terms

None.

**Report of Independent Auditor on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the District Administrator, Deputy District Administrator, and Board of Supervisors
Central Florida Tourism Oversight District
Lake Buena Vista, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 18, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standard*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Cherry Bekaert LLP

Orlando, Florida
March 18, 2026



**Report of Independent Accountant on Compliance
with Local Government Investment Policies**

To the District Administrator, Deputy District Administrator and Board of Supervisors
Central Florida Tourism Oversight District
Lake Buena Vista, Florida

We have examined Central Florida Tourism Oversight District's (the "District") compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2025. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the District's compliance with the specified requirements.

In our opinion, the District complied, in all material respects, with the local investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2025.

The purpose of this report is to comply with the audit requirements of Section 218.415, Florida Statutes, and Rules of the Auditor General.

Cherry Bekaert LLP

Orlando, Florida
March 18, 2026



Report of Independent Auditor on Compliance with Trust Indenture

To the Board of Supervisors
Central Florida Tourism Oversight District
Lake Buena Vista, Florida

We have audited, in accordance with auditing standards generally accepted in the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report, with unmodified opinions, thereon dated March 18, 2026.

In connection with our audit, nothing came to our attention that caused us to believe the District failed to comply with any of the terms, covenants, provisions, or conditions of Sections 4.01-4.03, 5.01-5.17 and 6.01-6.02 of the Trust Indenture dated November 1, 1987, as amended and supplemented, with Truist Bank, formerly Sun Bank d.b.a. SunTrust, (the "Trustee"), which assigned its rights and duties to US Bank, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's compliance with the above referenced terms, covenants, provisions, or conditions of Sections 4.01-4.03, 5.01-5.17, and 6.01-6.02 of the Trust Indenture dated November 1, 1987, as amended and supplemented, insofar as they refer to accounting matters.

This report is intended solely for the information and use of the Board of Supervisors, management of the District, and the Trustee and is not intended to be, and should not be, used by anyone other than these specified parties.

Cherry Bekaert LLP

Orlando, Florida
March 18, 2026

Independent Auditor's Management Letter

To the District Administrator, Deputy District Administrator and Board of Supervisors
Central Florida Tourism Oversight District
Lake Buena Vista, Florida

Report of the Financial Statements

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District"), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated March 18, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Report of Independent Accountant on Compliance with Local Government Investment Policies regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 18, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The District has included such disclosures in the notes to the financial statements. There are no component units related to the District.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. There were no recommendations this year.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the District provided the following information (unaudited):

- a. The total number of District employees compensated in the last pay period of the fiscal year as 406.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District’s fiscal year as zero.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$43,960,606.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$-0-.
- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as listed below:

Project Name	Budget	Inception to Date	Expenditures to Date
Sign Rebranding – District Wide	\$ 400,000	10/1/2024	\$279,960
Light Pole Condition Assessment – District Wide	90,275	10/1/2024	87,750
Office Reorganization – All FS	110,000	10/1/2024	12,527
Elevator Glass Replace – Lime & Orange	145,000	10/1/2024	17,585
Elevator Cab Refurbish – Lime & Orange	50,000	10/1/2024	8,880
LED Light Changeover – Lime	670,000	10/1/2024	584,098
Emergency Exit Doors Replace – Lime	250,000	10/1/2024	188,511
Generator Installation – Fleet	275,000	10/1/2024	19,575
Washer & Dryer Room Addition Design – All FS	225,000	10/1/2024	219,599
AHU 1 & AHU 2 Replace	470,000	10/1/2024	293,577
Bay Door Replacement and Lighting Upgrade – FS1	200,000	10/1/2024	-
Connex Box Installation – FS1	50,000	10/1/2024	27,091
FY25 Mill & Resurfacing	5,795,000	10/1/2024	4,901,308
Guardrail Replacement	1,000,000	10/1/2024	924,560
Guardrail Design	150,000	10/1/2024	97,307
Mill & Resurfacing Design	300,000	10/1/2024	251,904
Pavement & Striping Assessment	160,000	10/1/2024	123,774
Design 2 Overhead Truss Replacements	125,000	10/1/2024	-
Construction 2 Overhead Truss Replacements	2,300,000	10/1/2024	233,160
Garage Ramp Renovations	725,000	10/1/2024	613,897
FY25 BVD @RIVIERA & VI	190,000	10/1/2024	14,098
DMS Replacement	350,000	10/1/2024	164,641
Two Signal Replacements	1,400,000	10/1/2024	-
R.O. 402 Pond Weirs	250,000	10/1/2024	99,353
S-11 & S-40 Design	200,000	10/1/2024	-
Clearing/Snagging Waterways	500,000	10/1/2024	105,450
R.O. S-405 Rehab	2,780,000	10/1/2024	81,887
Misc Erosion Repairs	150,000	10/1/2024	-
ROW LED Upgrade South World Dr	120,000	10/1/2024	110,202

- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes, as \$480,000.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the District provided the following information (unaudited):

- a. The millage rate or rates imposed by the District as 13.083.
- b. The total amount of ad valorem taxes collected by or on behalf of the District as \$203,480,296.
- c. The total amount of outstanding bonds issued by the District and the terms of such bonds as \$790,471,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

The purpose of this management letter is to communicate certain matters prescribed by Chapter 10.550, Rules of the Auditor General. *Accordingly*, this management letter is not suitable for any other purpose.

Cherry Bekaert LLP

Orlando, Florida
March 18, 2026