



AGENDA

May 29, 2026
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
May 29, 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 April 24, 2026 Meeting Minutes

6.2 Approve a non-exclusive temporary easement with permanent easement with Peoples Gas System, Inc. and authorize the District Administrator to execute the agreement

7. GENERAL BUSINESS

7.1 Approve award of Contract #C007067 to Wilco Electrical, LLC for construction services in support of Victory Way Substation – Phase 2A project; and authorize the District Administrator to execute the contract in the amount of \$886,000, plus 10% contingency for a total amount of \$974,600

7.2 Approve Task Work Order #1 using Contract #C006671 to Cape Design Engineering Co. for professional design services, including support and construction administration for the Epcot Central Energy Plant secondary chilled water pump replacement in the amount of \$311,678, plus 10% contingency for a total of \$342,845, along with additional RCES design and support services fees for the project in the amount of \$50,000

7.3 Approve Fiscal Year 2026 Budget Amendment #2 to increase expenditures for fire rescue apparatus purchases in the amount of \$903,000

7.4 Approve award of Contract #C007091 for the purchase of three (3) PL Custom medium duty Type I ambulances from South Florida Emergency Vehicles LLC utilizing the competitive pricing from Sourcwell Contract #122123-PLC and authorize the District Administrator to execute the purchase documents in the amount of \$1,618,228

8. PUBLIC HEARING

8.1 Approve Resolution 684 - updating the name of the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (RCID VEBA) to the Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association (CFTOD VEBA)

9. OTHER BUSINESS

10. FOR INFORMATION

11. 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) 810-6818 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

April 24, 2026

On Friday, April 24, 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:

Supervisor John Gilbert (acting Chair)

Supervisor Matt Ravenscroft

Supervisor David Woods

Supervisor Scott Workman

Supervisors Via Virtual:

Chair Alexis Yarbrough

CFTOD Staff:

District Administrator Stephanie Kopelousos

Deputy District Administrator Mike Crikis

Chief Financial Officer Susan Higginbotham

Financial Reporting & Analysis Manager Heidi Powell

Chief Strategic Officer Chad Colby

Fire Chief Eric Ferrari

District General Counsel Roy Payne

District Clerk Vanessa Heiser

Security and Emergency Management Coordinator Holly Hagans

Director of Planning and Engineering Katherine Luetzow

Director of Energy Services Christine Ferraro

Director of Utility Business Affairs Jennifer Albritton

Director of Construction Management Craig Sandt

Human Resources Director Michele Dicus

Parking Operations Manager John Addy

Procurement Manager Karina Rodrigues

Chief of Public Works Jason Herrick

Director of Environmental Sciences Wendy Duncan

Director of Building & Safety Ella Hickey

Building & Safety Manager Joey Rodriguez

Chief Building Inspector William Kane

IT Service Delivery Manager Ron Zupa

IT Senior Systems Administrator Samarth Thomas

District Assistant Fire Chief Roger Smith

1. Call to Order

Supervisor Gilbert called the meeting to order at 10:30 a.m.

2. Opening Invocation

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

3. Pledge of Allegiance

The Pledge of Allegiance was led by Deputy District Administrator Mike Crikis.

4. PUBLIC COMMENT

There were no public comments.

5. REPORTS

5.1 Administrator's Report

District Administrator, Stephanie Kopelousos, expressed appreciation to the District Fire Department and EMS Team for their services at the final runDisney event and gratitude to the Board of Supervisors for authorizing the District to purchase new rescue equipment. She also noted a special recognition to the District's Chief Building Inspector, William Kane, for receiving the Inspector of the Year award from the Building Officials Association of Florida.

5.2 Report of the District's Electric Utility Reliability Compliance Program

Presented by Director of Energy Services Chris Ferraro. Report providing an interim update on electric reliability compliance activities conducted by Reedy Creek Energy Services (RCES) between November 1, 2025 and March 23, 2026.

6. CONSENT AGENDA

There were no changes to the consent agenda.

Motion: Supervisor Matt Ravenscroft moved to approve the Consent Agenda. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

7. GENERAL BUSINESS

7.1 Approve the Theme Park Substation Transformer "B" Replacement Project with RCES design and support services fees totaling \$220,000; awarding Contract #C007043 to Electrical Engineering Enterprises, Inc. for construction services; and authorize the District Administrator to execute the contract in the amount of \$162,452, plus 10% contingency for unforeseen issues for a total of \$178,697

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

Motion: Supervisor Scott Workman moved to approve Item 7.1. Supervisor Matt Ravenscroft seconded.

Vote: Motion carried unanimously.

7.2 Approve the Theme Park Substation Transformer "C" Replacement Project with RCES design and support services fees totaling \$270,000; Task Work Order #4 using Contract #C006661 for design fees to QTIB Engineers LLC in the amount of \$199,004, plus 10% contingency for a total of \$218,904; and an allowance for commodity escalation for the transformer to Prolec-GE Waukesha in the amount of \$349,318

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

Motion: Supervisor Matt Ravenscroft moved to approve Item 7.2. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

7.3 Approve award of Contract #C006923 to Bluewater Telecommunications, Inc. for the Fire Station #1 Conex box relocation project and authorize the District Administrator to execute the contract in the amount of \$488,675.97, plus 10% contingency for a total amount of \$537,543.57

Director of Construction Management, Craig Sandt, presented background information on Item 7.3 and recommended Board approval.

Motion: Supervisor David Woods moved to approve Item 7.3. Supervisor Matt Ravenscroft seconded.

Vote: Motion passed 4-1, with Supervisor Scott Workman voting no.

8. PUBLIC HEARING

8.1 Approve Resolution 683 - 2026A Bond Issuance refunding the 2016A Bonds

District General Counsel, Roy Payne, read the title of Resolution No. 683. District Chief Financial Officer, Susan Higginbotham, presented information on Item 8.1 and recommended Board approval. There were no public comments. District Administrator, Stephanie Kopelousos, conducted roll call vote of the Board of Supervisors.

Motion: Supervisor Matt Ravenscroft moved to approve Item 8.1. Supervisor Scott Workman seconded.

Vote: Motion carried unanimously.

9. ADJOURN

There being no further business, Supervisor John Gilbert, adjourned the meeting at 11:00 a.m.

ATTESTED THIS 29th day of May, 2026

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

Vanessa Heiser, District Clerk
Central Florida Tourism Oversight District

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.2

Board Meeting Date: 5/29/2026

Subject: Non-Exclusive Temporary Easement with Permanent Easement – Peoples Gas System, Inc.

Presented By: Jason Herrick, Chief of Public Works

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 6.2** a non-exclusive temporary easement with permanent easement with Peoples Gas System, Inc. and authorize the District Administrator to execute the agreement

DISTRICT’S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

Peoples Gas System, Inc. is requesting permission to construct and install underground gas utility lines and appurtenant underground facilities within the portion of District property located along Hartzog Road and south of Western Way. This installation will connect to existing infrastructure on District property, which was previously constructed by Peoples Gas System, Inc. The temporary easement outlines the terms and conditions of the permanent easement, which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS:

The non-exclusive easement provides a mechanism to grant use of District property; establishing terms and provisions of that use.

FISCAL IMPACT:

Installation and any future relocation shall be at the Peoples Gas System, Inc.’s sole cost and expense.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

This agreement will be reviewed and approved for form and legality by the District’s General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Non-Exclusive Temporary Easement Agreement – Peoples Gas System, Inc.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, whose mailing address is Post Office Box 2562, Tampa, Florida 33601 (“**Grantee**”).

WITNESSETH:

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

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

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Facilities are located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Facilities in accordance with Section 3 hereof, or (ii) **October 31, 2026**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Permanent Easement.** Promptly upon completion by Grantee of the Facilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Facilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Facilities placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

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

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

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

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Facilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor

in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

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

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

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

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

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

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

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a

safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

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

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

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

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

Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

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

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or

TCE with PERM for TECO Gas Service at Flamingo Village along Hartzog Rd_sd

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

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

If to Grantor:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: District Administrator Facsimile: (407) 934-6200
----------------	---

With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
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If to Grantee:	Peoples Gas System, Inc. 702 N. Franklin Street Tampa, Florida 33602 Facsimile: (813) 228-1527
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13. Counterparts. This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,

a public corporation and public body corporate and politic of the State of Florida

(Signature)

By: _____ (Signature)

S. C. Kopelousos, District Administrator

(Print Name)

Dated: _____

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

PEOPLES GAS SYSTEM, INC.,
a Florida corporation

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, on behalf of the corporation. He/She is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Area

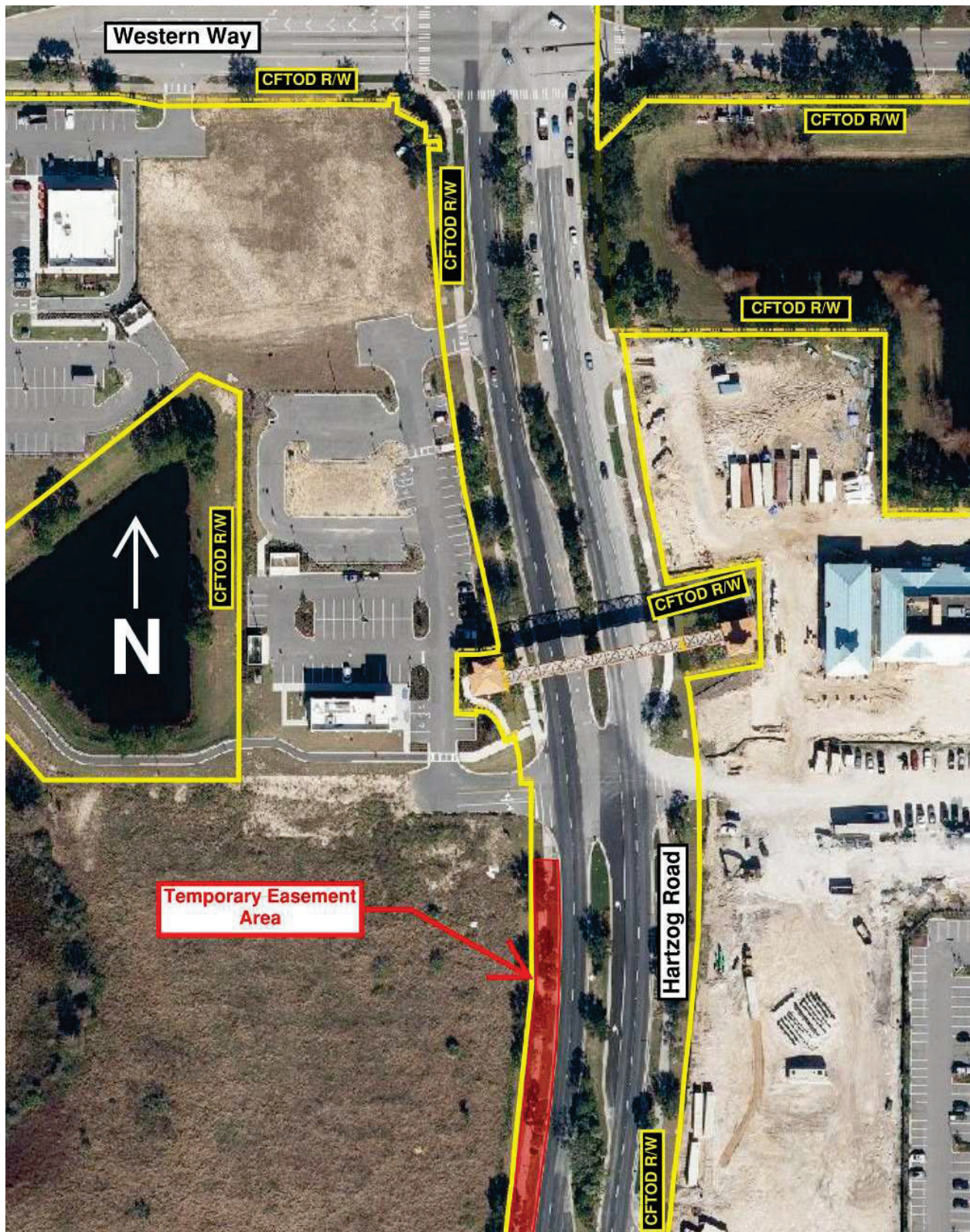


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ **Section(s)** _____ **Township** _____ **Range** _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

_____ **and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)**

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFTOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of CFTOD), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of CFTOD. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between CFTOD and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "**Law**" or the "**Laws**", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
 - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
 - iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is _____

PRINT NAME

Contact number (____)_____

Submitted By:

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

Once the approved sign has been installed a digital photograph along with the CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District (CFTOD) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and

other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. Limitation of Rights. This Permanent Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the _____ with facilities in the same location and of the same type, size, number and capacity shall not be deemed construction of new facilities.

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

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

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

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

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be

relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

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

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

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

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

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

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

- h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which

consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

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

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

9. **Assignment.** Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or

other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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

If to Grantor: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Orlando, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Orlando, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

(Signature)

By: _____ (Signature)

(Print Name)

S. C. Kopelousos, District Administrator

Dated: _____

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT “A”

Description of Permanent Easement Area

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 05/29/2026

Subject: Victory Way Substation Electrical System Expansion: Construction Phase 2A

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.1** award of Contract #C007067 to Wilco Electrical, LLC for construction services in support of Victory Way Substation – Phase 2A project; and authorize the District Administrator to execute the contract in the amount of \$886,000, plus 10% contingency for a total amount of \$974,600

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released on April 15, 2026

BACKGROUND:

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

The scope of work associated with this project includes:

- 12kV mechanical and electrical connections to two (2) existing spare circuit breakers at the Victory Way substation
- Installation of two (2) 12kV feeders underground from Victory Way substation to electric service yards supplying the new District customer
- Installation of 12kV protective switches and pad-mounted transformers in the electric service yards supplying the new District customer

FINDINGS AND CONCLUSIONS:

On April 15, 2026, Invitation of Bid #C007067 was issued for construction services in support of the Victory Way Substation Expansion: Construction Phase 2A.

Four responses were received as follows:

Vendor’s Legal Name	Vendor’s Local Office	Vendor's Bid
Wilco Electrical, LLC	Royal Palm Beach, FL	\$886,000.00
Carter Electric, Inc.	Apopka, FL	\$988,330.88
The Fishel Company	Groveland, FL	\$1,021,288.15
Bluewater Telecommunications, Inc.	Orlando, FL	\$2,411,027.80

Wilco Electrical, LLC is the lowest responsive bidder.

For this project, on December 19, 2025, the Board approved the establishment of a professional engineering services budget of \$1,500,000; a RCES design/support services budget of \$1,000,000 and an owner-furnished materials budget of \$6,200,000 for a total of \$8,700,000.

The Utilities Division is currently requesting the following to be funded by the 2025-1 (Non-Taxable) Bond issuance:

- Award of Contract #C007067 to Wilco Electrical, LLC for construction services in support of Victory Way Substation – Phase 2A in the amount of \$886,000, plus 10% contingency for a total amount of \$974,600

FISCAL IMPACT:

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

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C007067 – Wilco Electrical, LLC
- Bid Tabulation



ELECTRICAL INFRASTRUCTURE - PHASE II

CONTRACT NO.: C007067

PROJECT MANUAL

CONSTRUCTION AGREEMENT

Effective Date: May 29, 2026

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

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

Engineer/Architect of Record: Chen Moore and Associates, Inc.
501 Riverside Avenue, Suite 501
Jacksonville, Florida 32202

Contractor: Wilco Electrical, LLC
430 Business Park Way
Royal Palm Beach, Florida 33411

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:

Electrical Infrastructure - Phase II
CONSTRUCTION AGREEMENT
Contract Number: C007067

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 - Lockout Tagout (LOTO) Program
Exhibit J - Project Specific Safety Plan (PSSP) Requirements
Exhibit K - RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

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.

PROJECT FILES: Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C007067: Electrical Infrastructure - Phase II at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/140935#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: Project L - Phase 2A
- Specifications: RCES Electrical Construction Specifications 2009 Rev. 4

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

- Lockout Tagout (LOTO) Program
- Project Specific Safety Plan (PSSP) Requirements
- RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

END OF TABLE OF CONTENTS - PROJECT MANUAL
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ELECTRICAL INFRASTRUCTURE - PHASE II CONSTRUCTION AGREEMENT

THIS AGREEMENT is made by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **Wilco Electrical, LLC** (herein referred to as the "Contractor"), whose mailing address is 430 Business Park Way, Royal Palm Beach, Florida 33411.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Invitation to Bid ("ITB") No. C007067 on April 15, 2026 for Electrical Infrastructure – Phase II. The scope of this project includes but is not limited to: providing concrete encased duct bank; direct buried conduits; concrete manholes; fiber optic pull boxes; 600V, THWN secondary conductors; and installing Owner-furnished SCADA equipment, transformers, switches, 15kV Cable, 15kV cable splices, cable terminations, and air terminal compartments;

WHEREAS, four (4) bidders responded, and Wilco Electrical, LLC was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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

Article 1

DEFINITIONS: THE CONTRACT DOCUMENTS

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

Article 2

STATEMENT OF THE WORK

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



Article 3 OWNER'S REPRESENTATIVE

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

Article 4 THE ARCHITECT/ENGINEER

- 4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is Chen Moore and Associates, Inc., whose mailing address is 501 Riverside Avenue, Suite 501, Jacksonville, FL 32202.

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 270 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 **180 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 **270 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 **EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

Article 7 APPLICATIONS FOR PAYMENT

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

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
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Article 8 PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM

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



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

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

LIQUIDATED DAMAGES

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

Article 9

CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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



- all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (2) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (4) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.
- 9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- 9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of final completion; or (B) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

Article 10 TERMINATION

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

Article 11 NON-FUNDING

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

Article 12 FORCE MAJEURE

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



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

Article 13 PUBLIC RECORDS

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

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



Article 14
E-VERIFY COMPLIANCE

- 14.1. The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of Article 10 hereof and Article 15 of the General Conditions of the Contract for Construction, which forms a part of this Agreement, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.

Article 15
SCRUTINIZED COMPANIES

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

Article 16
LEGAL PROCEEDINGS

- 16.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- 16.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts has jurisdiction, then such Proceeding shall be submitted solely and exclusively before any other court sitting in Orange



County, Florida having jurisdiction. The parties (A) expressly waive the right to a jury trial, (B) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (C) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

- 16.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 17 NOTICES

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

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

If to Contractor: WILCO ELECTRICAL, LLC
430 Business Park Way
Royal Palm Beach, Florida 33411
Attention: Thomas Nemic

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 **EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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

OWNER:
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR:
WILCO ELECTRICAL, LLC

Signature: _____
As approved by the Board of Supervisors.

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 29, 2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C007067

I. Scope of Work:

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 The objective of this project is described by the Drawings entitled Project L - Phase 2A. Specific elements of the Scope of Work are generally summarized below. Any quantities or measurements, if included in the summaries, are approximate and are not to be used in estimating the Work.
- 1.2 It is the intent of the Owner that the Contractor will perform all work of any kind and nature shown on the drawings and/or described in the specifications or other contract documents, 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 or other contract documents but is required to fulfill the intent of a "complete job" for the Contractor's scope of work, will be considered included in the Agreement.

SECTION 2. SCOPE OF WORK

- 2.1 The scope of this project includes but is not limited to: providing concrete encased duct bank, direct buried conduits, concrete manholes, fiber optic pull boxes, and 600V, THWN secondary conductors. Installing Owner furnished SCADA equipment, transformers, switches, 15kV Cable, 15kV cable splices, cable terminations, and air terminal compartments.
- 2.2 Contractor will be responsible for transporting all owner furnished equipment from 5300 Center Drive, Lake Buena Vista, FL to the project site. Contractor shall provide cranes and trucks as necessary to safely lift, transport and place equipment. The 6000kVA transformers weigh 35,305 pounds each and the 1800kVA transformers weigh 15,800 pounds each.
- 2.3 The project design plans were developed by Chen Moore and Associates, and the Owner will retain the Engineer during construction to provide any review submittals, respond to technical questions concerning the plans and periodically inspect the construction and develop the Record Drawings.
- 2.4 Contractor is responsible for but not limited to supplying all labor, supervision, equipment and permitting as per referenced specifications listed herein. The Contractor is responsible for but not limited to complying with all state and local codes including Epcot Building Codes, National Electric Code, National Electrical Safety Code and OSHA standards 29 CFR parts 1910 & 1926 specifically. The Contractor is responsible to abide by the latest RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities.
- 2.5 The above descriptions are intended to give a general definition of the Scope of Work and shall not be construed to be an itemized listing of all elements of work involved. The Contractor shall be responsible for the construction of complete facilities, conforming in all respects to the details and requirements of the specifications, drawings, and other contract documents.
- 2.6 REEDY CREEK ENERGY SERVICES ("RCES") POWER OUTAGE SCHEDULING: Contractors shall provide a minimum three-week construction planning schedule weekly identifying all anticipated work including utility outages to RCES Project Management. A minimum seven-day notice will be required for scheduling utility outages to facilitate construction. Any contractor concern with available work duration window and expected task list shall be discussed with RCES Project Management before scheduling the utility outage. All utility outages shall be coordinated with the property owner impacted. Dates and utility outage duration shall be agreed upon between contractors, customers, RCES Project Management and RCES Electrical Operations. Contractors will be notified by RCES Project Management whether the requested utility outage schedule is approved or denied. 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.

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- 2.7 **Lockout Tagout ("LOTO"):** Contractor shall comply with CFTOD LOTO procedures.
- 2.8 **Project Specific Safety Plan ("PSSP"):** Contractor will furnish and have accepted through CFTOD Safety prior to commencement of work. The Contractor must supply their own cranes or lifts in the cost of the inspection and/or repair, if necessary.
- 2.9 **Crane Lift Plan:** Contractor will submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to CFTOD to review and approve prior to crane or lift mobilization with all plans including scaled site and evaluation plans showing the crane or lift location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.
- 2.10 Pricing contains all direct and indirect costs relative to the performance of the project as described herein.
- 2.11 The Contractor shall perform the basic services outlined within this Scope of Work between the hours of 7:00 AM and 4:00 PM, Monday through Friday, with the exception of mechanical/electrical tie-ins which may necessitate third shift sequencing to minimize impact to park operations. All mechanical/electrical tie-ins shall be coordinated with Owner prior to proceeding. All work hours are subject to change depending on the time of year and as a result of special events or holidays.

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 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 the scope of work.

SECTION 4. DAMAGE

- 4.1 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.
- 4.2 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.
- 4.3 Contractor shall report all damages to the Owner immediately.
- 4.4 Damages attributed from the Contractor will be at no cost to the Owner.

SECTION 5. SAFETY

- 5.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 5.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 5.3 Contractor shall provide a Project Specific Safety Plan ("PSSP") to the Owner's Project Manager 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;
 - Personnel names to be working onsite;

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- Equipment to be utilized in performance of the work; and
- Job hazard analysis ("JHA") listing hazards present and how to mitigate.

SECTION 6. LICENSING, CERTIFICATIONS, AND PERMITS

- 6.1 The Contractor shall obtain and provide all required permits.
- 6.2 Contractor must possess and maintain all applicable licenses and certifications for the contract duration, including a certified electrical license.
- 6.3 Subcontractors: Contractor was required to disclose a complete list of sub-contractors 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 their 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.
- 6.4 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/>.

SECTION 7. DISTRICT GUIDELINES

The following applies to ALL contract work:

- 7.1 The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the District may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the District incurs the clean-up cost, the District will deduct the expenses incurred from any sums then or thereafter due the Contractor.
- 7.2 District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities.

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Employee personal vehicles will be parked only in areas designated by the District. No smoking of any kind at any time on District property.

- 7.3 District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes as level of professional hygiene that includes all Contractor-provided uniforms.
- 7.4 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 7.5 Any and all complaints or calls for assistance from the District or its agents or representatives shall be responded to by the Contractor within twenty-four (24) hours of the District's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by the Contractor.
- 7.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner toward the District, guests, staff, and management. In the event the District believes that any of the Contractor's employees are acting other than herein required, or the District or its agents determine that any of such employees are not performing their duties in a competent manner, the District shall so advise the Contractor and the Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by the District. Contractor shall maintain continuous and regular communications with the District concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by the Contractor hereunder.
- 7.7 Contractor shall make walk/ride-through reviews of the entire site related to visual observations and shall make repairs and adjustments necessary. The District may attend the walk/ride-through.
- 7.8 Contractor shall be required to provide response correspondence to any service requests sent via the District.
- 7.9 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 District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 7.10 The District is located and operates in an area that caters to many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently encounter these visitors as well as various clients of the District. The image that you project plays a role in the impression of the District and its staff and can affect the overall experience of our visitors to the Central Florida area.

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

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protective equipment ("PPE") including, but not limited to, hard hat, safety vest, eye and hand protection.

- 7.12 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.

7.13 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. 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.

7.14 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.

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SECTION 8. ADDENDA CLARIFICATIONS

8.1	Question	Site Fencing: Will the parking lot shown on VE103, be clear during construction? If not, will each individual work zone need to be fenced off or will a fence around the entire perimeter be acceptable?
	Answer	Local area for switch placement and transformer will be provided.
8.2	Question	OFM Material: What are the estimated weights of the Distribution Substation Transformers: (1800 KVA, 12470V - 690?:690Y/3) & (6000 KVA, 12470V - 690?:690Y/3)?
	Answer	Weight for the 1800KVA is 15,800lbs. Weight for the 6000KVA is 35,305lbs.
8.3	Question	Are there any concrete encased duct banks that will need to be chipped into to tie-in new duct bank. If so, will the existing cable be de-energized or live when this work occurs?
	Answer	You will not be chipping into any duct bank.
8.4	Question	(1.) Are the manholes "Pour in Place" or Precast? (2.) Are cable pull calculations and plans required? (3.) Does the owner have the cable tension documentation? (4.) Are all switch and transformer pads supplied by owner? (existing) (5.) Drawing VE104, Are all the DBC (Direct Buried Conduits) existing? (6.) Since the bid is such a quick bid can we bypass the bid bond.
	Answer	(1.) Precast Manholes, see detail 26/VE207 (2.) Cable Pulling calculations are not required by the contractor. (3.) Maximum cable tensions are dictated by the cable manufacturer recommendations. Pulling tension information can be found in section 16120 of the ECS. (4.) There are no transformer or switch pads being installed in this project; all padmount transformer and switch pads will be existing. (5.) The only conduit installation work on this project occurs around the Victory Way substation. (6.) Bid bond does not need to be included with bid submission, but please be aware this job will be required to have full payment and performance bond per FS 255.05.
8.5	Question	Drawing VE101: A review of the proposed conduit routing indicates that the line travels directly within a designated wetland buffer zone. To ensure strict compliance with local environmental regulations and to accurately price the installation, has this conflict been coordinated with (CFTOD - environmental) to ensure compliance? If so, please provide details.
	Answer	The duct bank location has been coordinated with CFTOD. Double silt fence will be required to be installed within the buffer zone and the coordination with District environmental has taken place.
8.6	Question	Drawing VE101 indicates a proposed conduit line running through a wooded area. However, the current bid documents and drawings do not explicitly reference "clearing, grubbing, or tree removal." A. Please confirm if the contractor is responsible for clearing this route. B. If we are responsible, what is the required clearing width?
	Answer	Contractor is responsible for clearing and removal of trees and vegetations, minimum clearing to achieve trench safety and safe work zone.

II. List of Contract Documents:

- A. **PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C007067: Electrical Infrastructure - Phase II at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/140935#bidDocs>. All project

EXHIBIT A SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS CONTRACT NO.: C007067
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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: Project L - Phase 2A
- Specifications: RCES Electrical Construction Specifications 2009 Rev. 4

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

- Lockout Tagout (LOTO) Program
- Project Specific Safety Plan (PSSP) Requirements
- RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

- B. This Exhibit A - Scope of Work and List of Contract Documents, 7 pages
- C. Exhibit B - Project Milestone Schedule, 1 page
- D. Exhibit C - Recap of Contract Sum, 1 page
- E. Exhibit D - Pending Alternates, 1 page
- F. Exhibit E - Unit Price Schedule, 1 page
- G. Exhibit F - Special Contract Conditions, 15 pages
- H. Exhibit G - General Conditions of the Contract for Construction, 27 pages
- I. Exhibit H - Forms, 19 pages
 - Payment Bond
 - Performance Bond
 - Dual Obligatee Rider
 - Consent of Surety for Partial Payment Application (SAMPLE)
 - Contractor's Interim Affidavit (SAMPLE)
 - Contractor's Request for Information (SAMPLE)
 - Directive (SAMPLE)
 - Close-Out Change Order Forms (SAMPLE)
- J. Exhibit I - Lockout Tagout (LOTO) Program, 10 pages
- K. Exhibit J - Project Specific Safety Plan (PSSP) Requirements, 3 pages
- L. Exhibit K - RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7), 7 pages

END OF EXHIBIT A
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EXHIBIT B
PROJECT MILESTONE SCHEDULE
CONTRACT NO.: C007067

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 (NTP)	Day 1	Day 1
Substantial Completion	Day 1	180 Days from Notice-to-Proceed
Final Completion	Day 180	270 Days from Notice-to-Proceed

- Contractor must complete Project within the above calendar days from NTP. Contractor must schedule a showing of the final completed Project prior to the maximum time allotted for the completion of work.
- Prior to any Work being performed the Contractor must coordinate with the Owner's Representative for access.
- All Work must be completed between the hours of 7:00 AM to 4:00 PM Monday through Friday. Owner's Representative will approve the schedule set forth by the Contractor upon award.
- All Work will be performed between Hollywood Studios and the Victory Way Substation. Additional site plan information can be found on drawing VE100 within Drawings labeled Project L Phase 2A.

END OF EXHIBIT B

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C007067

The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Amount of **\$886,000.00** as itemized below.

Item	Description	UOM	QTY	Unit Price	Total*
1	Mobilization and Demobilization	LS	1	\$72,000	\$72,000
2	General Conditions	LS	1	\$45,000	\$45,000
3	Modification of A7 at Victory Way and associated building work	LS	1	\$12,500	\$12,500
4	Modification of B7 at Victory Way and associated building work	LS	1	\$12,500	\$12,500
5	Conduit, Duct Bank and associated work outside of Victory Way building	LS	1	\$255,000	\$255,000
6	Primary Cable Installation	LS	1	\$85,000	\$85,000
7	15 kV Splices	LS	1	\$30,000	\$30,000
8	15 kV Terminations	LS	1	\$100,000	\$100,000
9	Installation of PME Switches	LS	1	\$26,000	\$26,000
10	Installation of Vista Switches	LS	1	\$48,000	\$48,000
11	U874 Installation	LS	1	\$12,000	\$12,000
12	U875 Installation	LS	1	\$12,000	\$12,000
13	U876 Installation	LS	1	\$12,000	\$12,000
14	U877 Installation	LS	1	\$12,000	\$12,000
15	U878 Installation	LS	1	\$12,000	\$12,000
16	U879 Installation	LS	1	\$12,000	\$12,000
17	Spare Transformer Installation	LS	1	\$6,000	\$6,000
18	U874 SCADA Rack, SCADA Cabinet and associated cables	LS	1	\$6,500	\$6,500
19	U875 SCADA Rack, SCADA Cabinet, and associated cables	LS	1	\$6,500	\$6,500
20	U876 SCADA Rack, SCADA Cabinet and associated cables	LS	1	\$6,500	\$6,500
21	U877 SCADA Rack, SCADA Cabinet and associated cables	LS	1	\$6,500	\$6,500
22	U878 SCADA Rack, SCADA Cabinet and associated cables	LS	1	\$6,500	\$6,500
23	U879 SCADA Rack, SCADA Cabinet and associated cables	LS	1	\$6,500	\$6,500
24	Fiber Optic Cable	LS	1	\$25,000	\$25,000
25	Fiber Optic Termination Boxes and termination	LS	1	\$10,000	\$10,000
26	Crane and Truck Rental for moving 6000 kVA and 1800 kVA Transformers	LS	1	\$48,000	\$48,000
LUMP SUM GRAND TOTAL					\$886,000.00

** Lump sum total is accurate but the itemization per individual line should not be used for change order purposes.*

END OF EXHIBIT C

EXHIBIT D
PENDING ALTERNATES
CONTRACT NO.: C007067

THERE ARE NO PENDING ALTERNATES

END OF EXHIBIT D

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C007067

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

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

Item	Description	UOM	Unit Price
1	Install 3-1/C, 1000kcmil 15kV, EPR cable	LF	\$6.00
2	Install 3-1/C, 500kcmil 15kV, EPR cable	LF	\$6.00
3	Install 600A T-OPII Elbow 1000kcmil	EA	\$130.00
4	Install 600A T-OPII Elbow 500kcmil	EA	\$130.00
5	6" Direct Buried Conduit	LF	\$30.00
6	2-Way 6" Duct Bank, Detail 23/VE206	LF	\$95.00
7	4-Way 6" Duct Bank, Detail 24/VE206	LF	\$135.00
8	4-Way 6" Duct Bank, Detail 21/VE206	LF	\$180.00
9	8-Way 6" Duct Bank, Detail 25/VE206	LF	\$240.00
10	Fiber Optic Pull Box, Detail 18/VE206	EA	\$6,000.00
11	Double Silt Fence	LF	\$8.00

END OF EXHIBIT E

EXHIBIT F
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
CONTRACT NO.: C007067

TABLE OF CONTENTS:

I.	General Safety Requirements, Contractor Parking and Access, Break Areas
II.	Construction Site Minimum Personal Protective Equipment ("PPE") and Clothing Requirements
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V.	Confined Spaces
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XV.	Heavy Equipment Operations
XVI.	Diving Operations
XVII.	RCES Power Outage Scheduling Requirements for Contractors

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

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C. CHLOROFLUOROCARBONS (CFCs)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- Energy-control procedures, including methods and means to isolate and control energy sources.

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

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

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

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

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

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

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

IX. FALL PROTECTION

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

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade. Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to ensure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Emergency Locate Tickets:

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

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles/Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

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

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

XVII. RCES POWER OUTAGE SCHEDULING REQUIREMENTS FOR CONTRACTORS

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

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

<<END OF SPECIAL CONTRACT CONDITIONS>>

END OF EXHIBIT F

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Article 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

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

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

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

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

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

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

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

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

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

Article 2 THE CONTRACT DOCUMENTS

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

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

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

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

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

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

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

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

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

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

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

Article 3 OWNER

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

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

Article 4 THE OWNER'S REPRESENTATIVE

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

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

Article 5 CONTRACTOR

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

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

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

5.7. TESTS.

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

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

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

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

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

Article 6 SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

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

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

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

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

6.3. SUBCONTRACTUAL RELATIONS.

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

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

6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

Article 7 SEPARATE CONTRACTS

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

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

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

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

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

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

Article 8 TIME

8.1. DEFINITIONS.

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

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

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

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

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

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

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

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

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

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

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

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

Article 9
PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

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

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

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

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

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

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

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

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

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

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

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

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

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

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 11 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 12 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

Article 13 CLAIMS

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

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

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

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

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

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

14.1. UNCOVERING OF WORK.

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

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

14.2. CORRECTION OF WORK.

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

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

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

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

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

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

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

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

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

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

**Article 15
TERMINATION OF CONTRACT**

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

15.2. TERMINATION BY OWNER FOR CAUSE.

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

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

EXHIBIT G GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – OCTOBER 2025 EDITION CONTRACT NO.: C007067
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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

EXHIBIT G GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – OCTOBER 2025 EDITION CONTRACT NO.: C007067
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paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Contract or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Contract (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.

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

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

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

EXHIBIT G

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – OCTOBER 2025 EDITION

CONTRACT NO.: C007067

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

16.8. GENERAL.

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

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

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

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

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

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

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

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

END OF EXHIBIT G

Exhibit H
FORMS
CONTRACT NO. C007067

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligatee 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:

WILCO ELECTRICAL, LLC
430 Business Park Way
Royal Palm Beach, Florida 33411 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: May 29, 2026
Contract No. C007067
Project: Electrical Infrastructure - Phase II

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

Contract Sum: EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00) (hereinafter "Contract")

BOND:

Date: May 29, 2026
Amount: EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00) (hereinafter "Bond")

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

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

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

CONTRACTOR:

WILCO ELECTRICAL, LLC

[SEAL]

By: _____

Print Name: _____

Title: _____

SURETY:

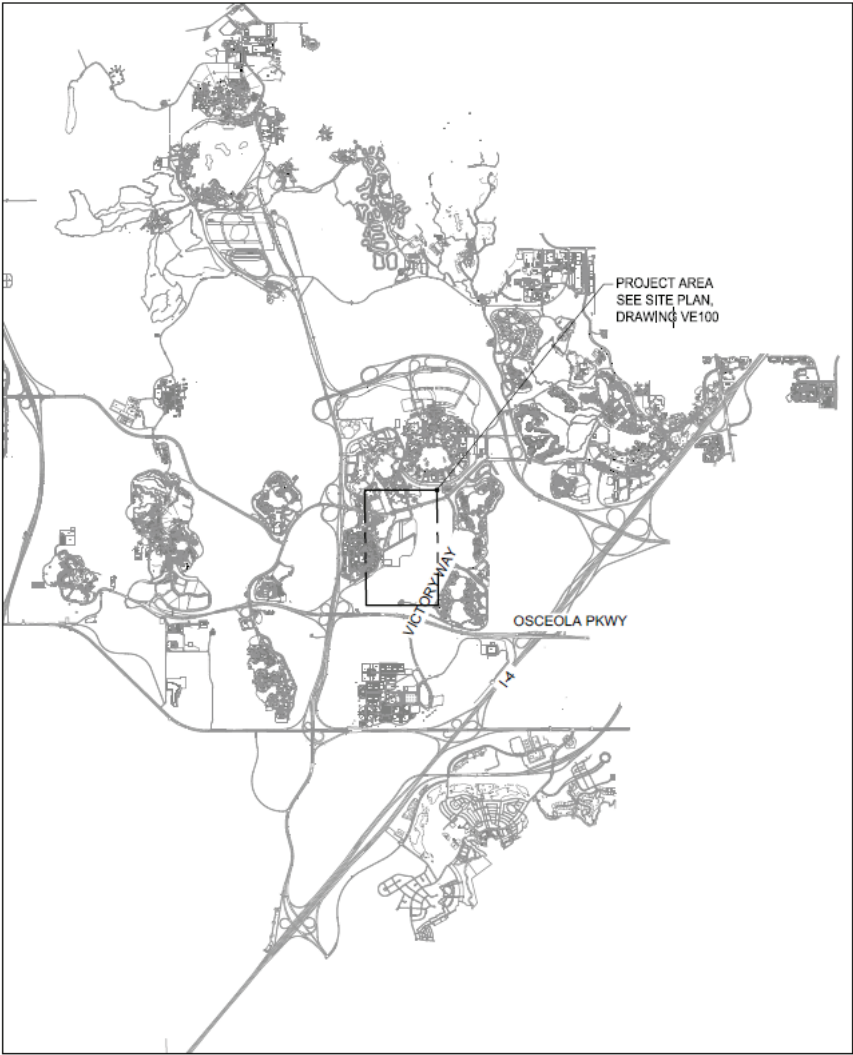
[SEAL]

By: _____

Print Name: _____

Title: _____

Attachment A – Project Location



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

WILCO ELECTRICAL, LLC
430 Business Park Way
Royal Palm Beach, Florida 33411 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: May 29, 2026
Contract No. C007067
Project: Electrical Infrastructure - Phase II

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

Contract Sum: EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00) (hereinafter "Contract")

BOND:

Date: May 29, 2026
Amount: EIGHT HUNDRED EIGHTY-SIX THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$886,000.00) (hereinafter "Bond")

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

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

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

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

CONTRACTOR:
WILCO ELECTRICAL, LLC

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

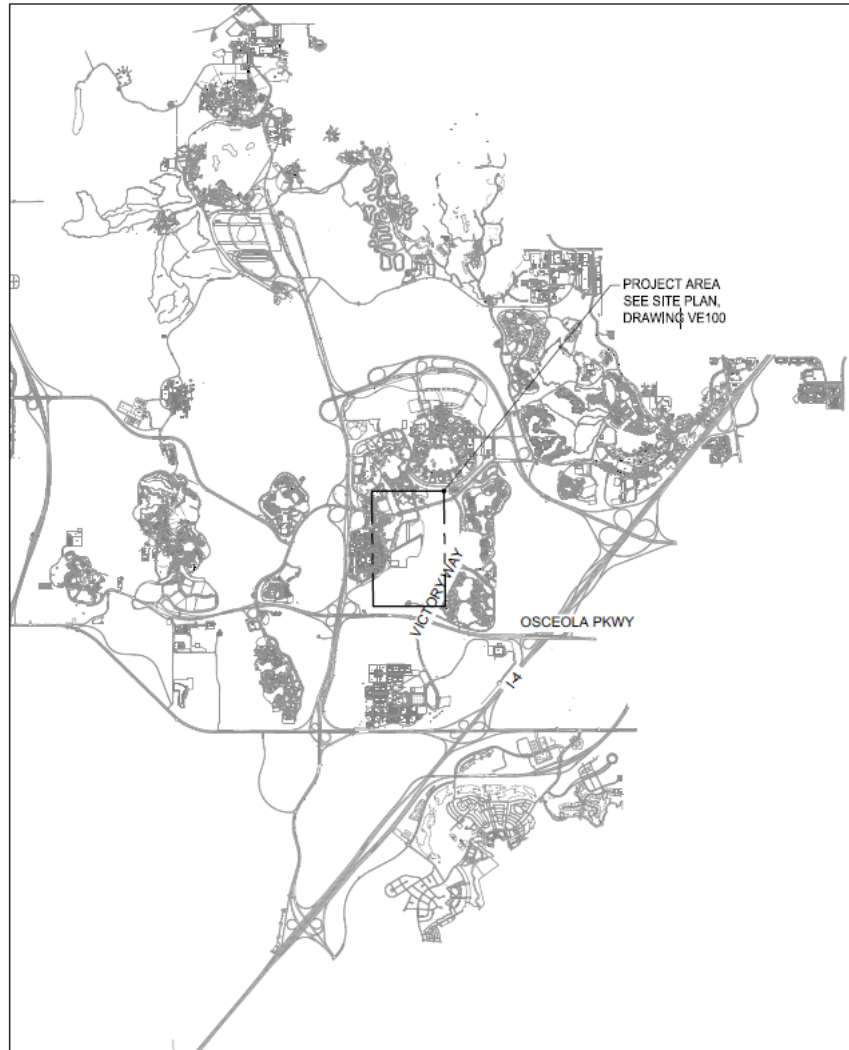
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



DUAL OBLIGEE RIDER

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

On behalf of _____ WILCO ELECTRICAL, LLC (Contractor)

In the amount of Eight Hundred Eighty-Six Thousand and Zero One-Hundredths Dollars (\$886,000.00) and
dated May 29, 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: **WILCO ELECTRICAL, LLC**

By _____

Surety

By _____

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

(Date) _____

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

Re: Consent of Surety
Bond # _____
Contract # C007067
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 Obligor under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligor as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-in-Fact

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

CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: WILCO ELECTRICAL, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned deposes and says:

1. That they are over the age of eighteen (18) years, have personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C007067, dated May 29, 2026, for Electrical Infrastructure - Phase II.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: WILCO ELECTRICAL, LLC

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Page 2 of 2

Date: _____

From: WILCO ELECTRICAL, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C007067, dated May 29, 2026, between CENTRAL FLORIDA TOURISM DISTRICT and WILCO ELECTRICAL, LLC

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

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

Please initial: _____
Contractor

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

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

CATEGORY _____ Information not shown on the Contract Documents
_____ Interpretation of Contract Requirements
_____ Conflict in Contract Requirements
_____ Coordination Problems

Contract Drawing Ref. _____
Shop Drawing Ref _____
Specification Ref. _____
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: C007067

DATE: _____

PROJECT: ELECTRICAL INFRASTRUCTURE - PHASE II

SUB-PROJECT: _____

CONTRACTOR: WILCO ELECTRICAL, LLC

ATTACHMENTS:

DESCRIPTION: _____

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect (insert company name) Date

Accepted:

Contractor: Wilco Electrical, LLC Date

Copy: Contract File

Engineer/Architect's Project Manager: _____

Owner's Project Manager: _____

CONTRACTOR: WILCO ELECTRICAL, LLC
CONTRACT NUMBER: C007067
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment A

GENERAL RELEASE

CONTRACT NO. C007067

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, WILCO ELECTRICAL, LLC, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated May 29, 2026, Contract No. C007067, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WILCO ELECTRICAL, LLC and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date _____.

WILCO ELECTRICAL, LLC
(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: WILCO ELECTRICAL, LLC
CONTRACT NUMBER: C007067
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 1

CONTRACTOR'S AFFIDAVIT

From: WILCO ELECTRICAL, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned deposes and says:

1. That they are over the age of eighteen (18) years, have personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C007067, dated May 29, 2026, for the Electrical Infrastructure - Phase II 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.

WILCO ELECTRICAL, LLC
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: WILCO ELECTRICAL, LLC
CONTRACT NUMBER: C007067
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 2

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: WILCO ELECTRICAL, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C007067, dated May 29, 2026, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WILCO ELECTRICAL, LLC

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: WILCO ELECTRICAL, LLC
CONTRACT NUMBER: C007067
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: WILCO ELECTRICAL, LLC

CONTRACT NO. C007067

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

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

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

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: WILCO ELECTRICAL, LLC
CONTRACT NUMBER: C007067
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: C007067

Project: Electrical Infrastructure - Phase II

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

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

WILCO ELECTRICAL, LLC

(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: WILCO ELECTRICAL, LLC

Name: _____

Address: _____

430 Business Park Way
Royal Palm Beach, Florida 33411

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. C007067, dated May 29, 2026, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the Electrical Infrastructure- Phase II 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 - Lockout Tagout (LOTO) Program

Reedy Creek Energy Services

Operations Division 320, Energy Production

Lockout / Tagout (LOTO) Program

Purpose:

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

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

References:

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

Appendices:

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

Scope:

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

Definitions:

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

Exhibit I - Lockout Tagout (LOTO) Program

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

Roles and Responsibilities:

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

Exhibit I - Lockout Tagout (LOTO) Program

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

Training: In accordance with reference (1).

Procedure:

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

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

Exhibit I - Lockout Tagout (LOTO) Program

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

Exhibit I - Lockout Tagout (LOTO) Program

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

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

Note 1

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

Note 2

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

Exhibit I - Lockout Tagout (LOTO) Program

Appendix 1

Sheet 1

Reedy Creek Energy Services, Inc

LOCKOUT / TAGOUT RECORD SHEET

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

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

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

Exhibit I - Lockout Tagout (LOTO) Program

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

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

Exhibit I - Lockout Tagout (LOTO) Program

Appendix 2

Sheet 2

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

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

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

Appendix 3

Sheet 3

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

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

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

Appendix 4

Removal of Lock Form

EMERGENCY LOCKOUT LOCK REMOVAL				
DATE: _____ TIME: _____ WORK LOCATION & EQUIPMENT ID: _____				
PROCEDURES: 1. Contact Responsible Person/Supervisor about situation 2. Verify Authorized Person is not in building or working on equipment 3. Supervisor attempts to contact Level 2 Authorized Cast Member who placed lock on equipment 4. Executive is notified and approves removal. 5. Work area is cleared and a Level 3 Responsible Person determines it safe to re-energize equipment. 6. Cast Members are notified of equipment being re-energized. 7. Ensure controls are in Off position 8. Remove the lock 9. Re-Energize equipment 10. Notify Cast Members equipment or machine is ready to use. 11. Submit completed form to Safety				
				
NAME OF AUTHORIZED PERSON ON LOCK: _____				
REASON FOR REMOVAL _____				
Yes	No	n/a	Checklist	Comments
			Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?	
			An Executive has been notified and has approved the removal? If yes, provide name in comments.	
			The work area has been checked to ensure that all Cast Members have been safely positioned or removed from the area and a Level 3 Responsible Person has determined it is safe to reenergize affected equipment or machinery?	
			The Level 3 Responsible Person or a Level 2 Authorized designee, has notified any affected Cast Members that the equipment or machine is being re-energized?	
			The Level 3 Responsible Person has removed the lock or tag?	
			Lockout tagout devices have been removed and the machine or equipment has been reenergized?	
			All affected Cast Members have been notified that the servicing or maintenance is completed and the equipment is ready for use? If yes, how?	
			Management has notified the Level 2 Authorized Cast Member whose lock or tag was removed prior to the start of his/her next work shift that the lock or tag was removed and the equipment or machine has been reenergized?	
SUPERVISOR AUTHORIZING REMOVAL: PRINT NAME _____ SIGNATURE _____				
PERSON PERFORMING LOCK REMOVAL: PRINT NAME _____ SIGNATURE _____				



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



RCES Underground Construction Rules In the Vicinity of CFTOD Electric Utilities

Rev 7

NOTICE

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



TITLE

**RCES Underground Construction Rules
In the Vicinity of CFTOD Electric**

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CHANGE HISTORY		
Revision	Reason for Change	Date
Rev 4	Initial Release	03-11-2017
Rev 5	Updated during 5G roll-out to allow for soft dig excavation up to TX pad without outage. Added summary table	04-18-2021
Rev 6	Complete revision including terminology for work around cables under concrete caps or wooden planks	02-08-2023
Rev 7	Revised RCID to CFTOD. Added SCOPE section.	02-04-2025

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NOTE: Any work to be performed in close proximity to or parallel with existing circuits that have not been visually confirmed must have signed confirmation from the Director of RCES or someone above them to proceed with work.



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Exhibit K - RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

1. Purpose:

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

1.1. Scope:

These rules apply to all work performed in the vicinity of CFTOD electrical lines and equipment. Any request to deviate from these rules must be submitted in writing to WDW.RCES.USR@disney.com. The submission must include a detailed description of the alternative method or work practice proposed and how it complies with the intent of these rules. RCES Engineering & Programs will review the request with all appropriate partners and senior leadership. RCES Engineering & Programs shall respond in writing stating if the alternative method or work practice is approved. Any approval issued is specific to the circumstances of the request and shall not be considered establishment of a precedent or expectation that similar requests will be approved in the future.

1.2. Notes:

- All 480V, 12kV or 69kV electrical line proximity conflicts will require an outage de-energizing the circuit unless the conditions described below are met.
- Outage requests should be scheduled through RCES via email to the wdw.rces.outage.request@disney.com
- Requests should be submitted as far in advance as practical but must be submitted:
 - at least seven (7) days before the proposed outage for 480V/12kV outages
 - at least ten (10) days before the proposed outage for 69kV outages
- Approvals will be granted based on resource availability
- For emergency requests, contact the RCES Energy Control Center (ECC) at 407-824-4185.

1.3. Definitions / General Requirements:

- **De-energized** is defined as free from any electrical connection to a source of potential difference and from electrical charge
 - If de-energizing 12kV or 69kV electrical lines or equipment (transformers, etc.) is required, a pre-job briefing with the RCES Electric Operations team is required to confirm the scope of work
 - It is the contractor's responsibility to identify the energy source for all 480V and below electrical lines
- **Hand dig** is defined as any excavation using hand shovels to break up soil or earth for removal
 - Shovels must be made with non-conductive handles to protect the operator from the potential for electrical shocks resulting from contact with energized lines
- **Soft dig** is defined as any excavation using tools or equipment that utilize air or water pressure as the direct means to break up soil or earth for removal by vacuum excavation
- **Soil Probe** is defined as a rod designed for easy penetration of and withdrawal from the ground and used for locating underground utilities and/or facilities
 - Soil probes must be made of non-conductive materials to protect the operator from the potential for electrical shocks resulting from contact with energized lines
 - Soil probes are not to be used as a substitute for soft dig excavation
- **Sunshine 811 Locate Ticket** is defined as the positive response summary provided to an excavator after they have contacted Sunshine 811 to provide dig site information and waited for member utilities to clear or mark the dig site.
 - Contractors must have a *Sunshine 811* Locate Ticket onsite before any excavation work or subsurface exploration can begin.
 - In addition to the utility location(s) provided through the *Sunshine 811* process, contractors are required to provide locate equipment or have locate services available (subcontracted) for soft dig and electric field detection.
- **Visual confirmation** is defined as verifying the accuracy of an object's attribute information through physical inspection of the object. For underground utilities and/or facilities, visual confirmation typically requires excavation to expose assets and to confirm their characteristics, including but not limited to horizontal and vertical location, size, material type, installation type, etc.
 - Contractors must obtain visual confirmation of the installation type for any existing circuit(s) within close



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Exhibit K - RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

2. 480V & Below Electrical Lines:

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

3. 12kV Electrical Lines:

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



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

4. 69kV Electrical Lines:

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

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

5. Electrical Equipment:

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

6. Working within Manholes:

- Please reference the RCES Energized Electrical Manhole Entry Procedure

7. Summary Table Usage Notes:

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

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Exhibit K - RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities (Rev 7)

8. Summary Table

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

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

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

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Central Florida Tourism Oversight District

Project Electrical Infrastructure- Phase II ITB#C007067

Bid Closed: 04/30/2026

Item Num	Section	Description	UOM	QTY	Wilco Electrical LLC. Royal Palm Beach, FL		Carter Electric Inc. Apopka, FL*		The Fishel Company Groveland, FL		Bluewater Telecommunications, Inc. Orlando, FL*	
					Unit. Price	Line Total	Unit. Price	Line Total	Unit. Price	Line Total	Unit. Price	Line Total
1	Base Bid	Mobilization and Demobilization	LS	1	\$72,000.00	\$72,000.00	\$18,343.20	\$18,343.20	\$7,132.98	\$7,132.98	\$235,000.00	\$235,000.00
2		General Conditions	LS	1	\$45,000.00	\$45,000.00	\$14,193.66	\$14,193.66	\$25,014.94	\$25,014.94	\$105,000.00	\$105,000.00
3		Modification of A7 at Victory Way and associated building work	LS	1	\$12,500.00	\$12,500.00	\$4,410.66	\$4,410.66	\$25,313.28	\$25,313.28	\$58,560.00	\$58,560.00
4		Modification of B7 at Victory Way and associated building work	LS	1	\$12,500.00	\$12,500.00	\$4,410.66	\$4,410.66	\$25,313.28	\$25,313.28	\$58,560.00	\$58,560.00
5		Conduit, Ductbank and associated work outside of Victory Way building	LS	1	\$255,000.00	\$255,000.00	\$299,631.16	\$299,631.16	\$456,639.96	\$456,639.96	\$700,560.00	\$700,560.00
6		Primary Cable Installation	LS	1	\$85,000.00	\$85,000.00	\$204,693.63	\$204,693.63	\$79,687.36	\$79,687.36	\$176,928.00	\$176,928.00
7		15kV Splices	LS	1	\$30,000.00	\$30,000.00	\$80,199.76	\$80,199.76	\$73,267.32	\$73,267.32	\$195,072.00	\$195,072.00
8		15kV Terminations	LS	1	\$100,000.00	\$100,000.00	\$31,300.03	\$31,300.03	\$10,285.44	\$10,285.44	\$184,722.00	\$184,722.00
9		Installation of PME Switches	LS	1	\$26,000.00	\$26,000.00	\$8,348.87	\$8,348.87	\$5,443.04	\$5,443.04	\$31,824.00	\$31,824.00
10		Installation of Vista Switches	LS	1	\$48,000.00	\$48,000.00	\$12,837.98	\$12,837.98	\$8,164.56	\$8,164.56	\$22,368.00	\$22,368.00
11		U874 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
12		U875 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
13		U876 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
14		U877 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
15		U878 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
16		U879 Installation	LS	1	\$12,000.00	\$12,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$38,005.00	\$38,005.00
17		Spare Transformer Installation	LS	1	\$6,000.00	\$6,000.00	\$3,038.85	\$3,038.85	\$2,295.25	\$2,295.25	\$31,093.00	\$31,093.00
18		U874 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$23,504.50	\$23,504.50	\$35,280.00	\$35,280.00
19		U875 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$23,504.50	\$23,504.50	\$35,280.00	\$35,280.00
20		U876 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$23,504.50	\$23,504.50	\$35,280.00	\$35,280.00
21		U877 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$22,799.58	\$22,799.58	\$35,280.00	\$35,280.00
22		U878 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$23,504.50	\$23,504.50	\$35,280.00	\$35,280.00
23		U879 SCADA Rack, SCADA Cabinet, and Associated cables	LS	1	\$6,500.00	\$6,500.00	\$7,933.26	\$7,933.26	\$23,504.50	\$23,504.50	\$35,280.00	\$35,280.00
24		Fiber Optic Cable	LS	1	\$25,000.00	\$25,000.00	\$62,599.23	\$62,599.23	\$19,865.00	\$19,865.00	\$23,280.00	\$23,280.00
25		Fiber Optic Termination Boxes and termination	LS	1	\$10,000.00	\$10,000.00	\$143,456.56	\$143,456.56	\$65,516.94	\$65,516.94	\$101,880.00	\$101,880.00
26		Crane and Truck Rental for moving 6000KVA and 1800KVA Transformers	LS	1	\$48,000.00	\$48,000.00	\$35,033.97	\$35,033.97	\$63,255.22	\$63,255.22	\$46,470.80	\$46,470.80
					Total	\$886,000.00		\$988,330.88		\$1,021,288.15		\$2,411,027.80

Note* BuyLocalNow Preference

INTENT TO AWARD: Wilco Electrical LLC.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 05/29/2026

Subject: Epcot Central Energy Plant Secondary Chilled Water Pump Replacement

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.2** Task Work Order #1 using Contract #C006671 to Cape Design Engineering Co. for professional design services, including support and construction administration for the Epcot Central Energy Plant secondary chilled water pump replacement in the amount of \$311,678, plus 10% contingency for a total of \$342,845, along with additional RCES design and support services fees for the project in the amount of \$50,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District's Epcot Central Energy Plant is equipped with six (6) secondary chilled water pump assemblies that help maintain adequate chilled water pressure to ensure sufficient flow to meet load demands. The pumps were installed as part of the original 1981 plant construction and have reached the end of their useful service life. Parts of the pump are obsolete and no longer supported by the manufacturer. Any repair to the pumps would require full disassembly, removal, and shipment of the unit off-site.

The scope of work for this project includes removing the existing secondary chilled water pumps and hydro-drives, installation of new pumps and Variable Frequency Drives, and modifications to the existing piping, valves, electrical power, and control systems. The new secondary pumps and their control systems will be fully integrated into the plant's control network, enabling remote monitoring and operation.

FINDINGS AND CONCLUSIONS:

The Board previously approved allowances for this project in the amount of \$50,000 for RCES design and support service fees funded by the 2025-2 (Taxable) Bond.

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

- Approval of additional RCES design and support service fees for the project in the amount of \$50,000;
- Approval of Task Work Order #1 using Contract #C006671 in the amount of \$311,678 to Cape Design Engineering Co. for professional design services, including support and construction administration in the amount of \$311,678, plus 10% contingency for unforeseen issues, for a total of \$342,845.

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 will be reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Task Work Order #1 using Contract #C006671 to Cape Design Engineering Co.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

TASK WORK ORDER



CONTRACT# C006671

DS
7/1

WORK ORDER NUMBER: #001

EFFECTIVE DATE: 05/01/2026

Contracting Officer
Approval/Initials

Project Title and Scope Summary: Epcot Energy Plant Secondary Chilled Water Pump Replacement

Vendor to provide design and construction admin services for the replacement of the six (6) secondary chilled water pumps at Epcot Energy Plant.

To: Cape Design Engineering Co.
2725 Center Place
Melbourne, Florida 32940

BOARD APPROVAL REQUIRED

Scheduled for May 29, 2026 meeting.

Attn: Inga Young (iyoung@cdeco.com)

FUNDING SOURCE

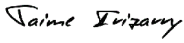
**Bond Funded – Series 2025-2 Revenue Bonds Agenda Item
Number #7.4, Approved on 12/19/2025**

EXPENDITURE
ACCOUNT NUMBER(s):

B1025

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 exceed: **\$311,678.00**

Approved By:  Date: 5/6/2026
46401C81E14244E...
RCES Department Senior Manager

Approved By:  Date: 5/6/2026
04F24E58D27245D...
RCES Engineering Programs Manager

Approved By:  Date: 5/6/2026
FB97F9B34D5F4CA...
RCES Director or Designee



From design to delivery, we're committed to your success.

CDE LETTER: 26-E-034.01

April 24, 2026

TO: Reedy Creek Energy Services
Katherine Freesemann
Cell: (407) 451-1766
Katherine.Freesemann@disney.com

SUBJECT: CFTOD – EPCOT Energy Plant – Secondary CW Pump Replacement

Katherine,

Thank you for considering Cape Design Engineering Co. ("CDE"), a wholly owned subsidiary of 8-koi. Cape Design Engineering Co. (CDE) is pleased to submit this fee proposal for the above subject solicitation (CFTOD – EPCOT Energy Plant – Secondary CW Pump Replacement).

PROJECT UNDERSTANDING

Cape Design Engineering Co. (CDE) is pleased to submit this proposal to provide professional engineering services for replacement of six (6) secondary chilled water pump assemblies at the EPCOT Energy Plant.

The project includes demolition and replacement of existing pumps and hydraulic drives, new VFDs with power management capability, associated piping modifications, valves, equipment pedestals, electrical improvements, and SCADA / PLC integration.

SCOPE OF SERVICES

Mechanical Engineering

- Field verification and as-found drawings
- Hydraulic review and pump selection
- Piping / valve modifications
- P&IDs, plans, sections, details
- Temporary bypass / outage sequencing
- Cost estimating support

Controls / Automation

- Sequence of operations
- Lead/lag logic
- DP reset strategies
- SCADA integration
- PLC integration
- Trending / alarms / I/O lists

PASSION • EXCELLENCE • DEPENDABILITY • THOUGHTFULNESS

cdeco.com | (321) 799-2970 | 2725 Center Pl, Melbourne, FL 32940



Electrical Engineering

- Existing power review
- New VFDs with power management
- Feeders / disconnects / MCC coordination
- Harmonic mitigation review
- One-lines / schedules / wiring diagrams

Structural Engineering

- Slab / foundation review
- Pedestal and housekeeping pad design
- Anchorage / supports
- Concrete repair details

DELIVERABLES

- 205 – 30% Design
- 210 – 60% Design
- 220 – 90% Design
- 230 – 100% Bid Ready
- 240 – IFC
- 700 – Bidding Assistance
- 810 – Conformed Docs / Preconstruction
- 820 – Shop Drawings
- 830 – RFIs / CCDs
- 850 – Monthly Progress Meetings
- 860 – Substantial Completion
- 870 – Final Completion / Record Drawings

QUALITY ASSURANCE

All deliverables will undergo internal multidisciplinary QA/QC review prior to submission.

SCHEDULE

CDE can commence immediately upon authorization and will coordinate milestones with RCES operational constraints.

ASSUMPTIONS / EXCLUSIONS

- Hazmat assessment excluded unless requested.
- Permitting fees by Owner.
- Additional services outside stated scope subject to authorization.
- OAC meeting will conducted via MS Teams
- Commissioning Cx will be carried out by the awarded Construction Contractor



PROPOSED FEE

Task	Description	Fee
Site Visit	Field Investigation and As-built Survey	\$9,758.72
205	30% Design	\$74,031.98
210	60% Design	\$61,003.72
220	90% Design	\$50,878.10
230	100% Bid Ready	\$17,300.14
240	IFC	\$13,498.88
700	Bidding Assistance	\$11,888.46
810	Conformed Docs / Precon	\$11,389.52
820	Shop Drawings	\$8,718.02
830	RFIs / CCDs	\$9,457.82
850	Monthly Progress Meetings	\$14,061.12
860	Substantial Completion	\$7,526.12
870	Final Completion / Record Drawings	\$13,089.94
SCADA PLC Subconsultant	SCADA PLC Integration	\$9,075.00
	TOTAL LUMP SUM FEE	\$311,678.00

This fee proposal is valid for 30 days. CDE will mobilize once a purchase order has been received indicating a notice to proceed and work toward a schedule mutually agreed upon.

We look forward to working with you. If you have any further questions, please feel free to contact us.

Sincerely,

Matthew E. Charmbury, Director of Engineering



By signing below, Clients grants CDE Authority to Proceed (ATP) as proposed:

Client Authorized Signature:	_____
Title:	_____
Date:	_____
CDE Authorized Signature:	_____
Title:	_____
Date:	_____

Cape Design Engineering Co.

CFTOD – EPCOT Energy Plant – Secondary CW Pump Replacement
SUMMARY SHEET

DIRECT LABOR - COSTS:

<u>Classification</u>	<u>M-H</u>	<u>% Total</u>	<u>\$ Total</u>
Site Visit & Investigation	64	3.01%	\$9,759
Task 200	1622	76.19%	\$216,713
700 Bidding Assistance	70	3.29%	\$11,888
Task 800 CA Services	373	17.52%	\$64,243
Total	2129	100%	\$302,603

Total Direct Labor \$302,603

CONSULTANT COSTS:

Scada PLC Subconsultant	\$7,500.00
	\$0.00
	\$0.00
Subtotal Consultant Cost	\$7,500.00
G & A @ 10.00%	\$750.00
Subtotal	\$8,250.00
Profit 10.00%	\$825.00
Subtotal Consultant Cost	\$9,075.00

Total Proposed Fee **\$311,678.00**

Assumptions:

- 1. Drawings will be prepared using ACAD
- 2. Refer to Service Contract for additional information.

Cape Design Engineering Co.

CFTOD – EPCOT Energy Plant – Secondary CW Pump Replacement								
Manhours/Base Rate								
	Project Manager III \$178.10	Structural Engineer II \$164.67	Mechanical Engineer III \$178.10	Electrical Engineer II \$171.25	CAD Designer III \$95.90	Project Coordinator I \$63.79	Cost Estimator III \$131.74	
Site Visit & Investigation								CDE
Feasibility Studies/Analysis								Subtotal Base Rate
Field Investigation/Survey's	16	16		16	16			\$9,758.72
Existing Facility Analysis								
Basic Engineering & Design								
Subtotal of Hours for Site Visit & Investigatio	16.0	16.0		16.0	16.0			64.0
Subtotal Base Rate	\$2,849.60	\$2,634.72		\$2,740.00	\$1,534.40			\$9,758.72
Task 200								Subtotal Base Rate
subtask 205 30%	8	10	127	80	250	2	80	\$74,031.98
subtask 205 60%	8	8	127	40	200	2	72	\$61,003.72
subtask 220 90%	8	4	121	30	166	2	46	\$50,878.10
subtask 230 bid-ready (100%)	8	4	32	12	60	2	12	\$17,300.14
subtask 240 (IFC)	8	4	25	8	46	2	8	\$13,498.88
Basic Engineering & Design								
Subtotal of Hours for Task 200	40.0	30.0	432.0	170.0	722.0	10.0	218.0	1,622.0
Subtotal Base Rate	\$7,124.00	\$4,940.10	\$76,939.20	\$29,112.50	\$69,239.80	\$637.90	\$28,719.32	\$216,712.82

Cape Design Engineering Co.

700 Bidding Assistance									Subtotal Base Rate
	16		20	16		2		70	\$11,888.46
Basic Engineering & Design									
Subtotal of Hours for 700 Bidding Assistance	16.0		20.0	16.0		2.0		70.0	
Subtotal Base Rate	\$2,849.60		\$3,562.00	\$2,740.00		\$127.58		\$11,888.46	
Task 800 CA Services									Subtotal Base Rate
subtask 810 conformed documents	16	2	30	16		2		66	\$11,389.52
and preconstruction conference									
subtask 820 shop drawings and corresponde	4	2	27	16		2		51	\$8,718.02
subtask 830 RFIs,RFPs and CCDs	12	2	27	12		2		55	\$9,457.82
subtask 850 monthly progress (OAC) meetin	12	4	51	12		2		81	\$14,061.56
subtask 860 substantial completion	8	2	24	8		2		44	\$7,526.12
and partial certifications									
subtask 870 final completion inspection	16	8	34	16		2		76	\$13,089.94
record drawings									
Basic Engineering & Design									
Subtotal of Hours for Task 800 CA Services	68.0	20.0	193.0	80.0		12.0		373.0	
Subtotal Base Rate	\$12,110.80	\$3,293.40	\$34,373.30	\$13,700.00		\$765.48		\$64,242.98	
Total Manhours	140.0	66.0	645.0	282.0	738.0	24.0	218.0	2,129.0	
Total Base Rate	\$24,934.00	\$10,868.22	\$114,874.50	\$48,292.50	\$70,774.20	\$1,530.96	\$28,719.32	\$302,602.98	

Certificate Of Completion

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Status: Completed

Subject: Complete with Docusign: C006671 TWO 001 - Cape Design Engineering Co..pdf

Source Envelope:

Document Pages: 8

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

D Richards

AutoNav: Enabled

500 S Buena Vista St

Envelopeld Stamping: Enabled

Burbank, CA 91521

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

D.Richards@disney.com

IP Address: 192.195.66.3

Record Tracking

Status: Original

Holder: D Richards

Location: DocuSign

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D.Richards@disney.com

Signer Events

Brad Burchett

BRAD.BURCHETT@disney.com

TWDC - eSignature Standard

Security Level: Email, Account Authentication (None), Login with SSO

Signature

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Signature Adoption: Pre-selected Style

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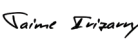
Jaime Irizarry

Jaime.M.Irizarry@disney.com

TWDC - eSignature Standard

Security Level: Email, Account Authentication (None), Login with SSO

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Chris Ferraro

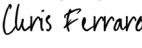
Chris.E.Ferraro@disney.com

Director-Reedy Creek Energy Services

TWDC - eSignature Standard

Security Level: Email, Account Authentication (None), Login with SSO

DocuSigned by:


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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Tiffany Kimball

tkimball@oversightdistrict.org

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Joseph Russo Joseph.N.Russo@disney.com eSignature Standard – JIT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/14/2020 4:40:03 AM ID: 875fab6c-f3bd-4623-bbb5-38a79bad5294	COPIED	Sent: 5/6/2026 11:58:31 AM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/6/2026 11:58:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement.

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
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- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

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To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 05/29/2026

Subject: Fiscal Year 2026 Budget - Amendment #2

Presented By: Susan Higginbotham, Chief Financial Officer (or) Eric Ferrari, Fire Chief

Department: Finance

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.3** Fiscal Year 2026 Budget Amendment #2 to increase expenditures for fire rescue apparatus purchases in the amount of \$903,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District Fire Department is requesting approval to order a total of three (3) rescue vehicles to maintain the condition and number of rescues. The first unit will deliver in Q1 2027, the remaining units in late 2027 (FY2028) and are intended to offset delayed procurement during the pandemic period, resulting in extended frontline service times for several units that need replacement. The funds required for these expenditures are available in the beginning Fund Balance for Fiscal Year 2026.

FINDINGS AND CONCLUSIONS:

The Fiscal Year 2026 General Fund Budget should be amended to account for the additional expenditure.

FISCAL IMPACT:

Funding will be derived from the Fiscal Year 2026 beginning Fund Balance.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- N/A

SUPPORT MATERIALS:

- Fiscal Year 2026 General Fund Budget - Amendment #2

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FY2026 BUDGET AMENDMENT #2
GENERAL FUND**

AMENDMENT

EXPENDITURES

Capital Outlay

Fire Department Apparatus \$903,000

Capital Equipment - Rescues

TOTAL EXPENDITURES	<u>\$903,000</u>
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FUND BALANCE

FY2026 Rollforward, Beginning Fund Balance \$(903,000)

TOTAL OTHER FINANCING SOURCES	<u>\$(903,000)</u>
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Reviewed and approved by:

S.C. Kopelousos, District Administrator
Central Florida Tourism Oversight District

Susan Higginbotham, Chief Financial Officer
Central Florida Tourism Oversight District

Approved by:

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.4

Board Meeting Date: 05/29/2026

Subject: Purchase of Three (3) Rescue Replacements

Presented By: Eric J. Ferrari, Fire Chief

Department: Fire Department

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.4** award of Contract #C007091 for the purchase of three (3) PL Custom medium duty Type I ambulances from South Florida Emergency Vehicles LLC utilizing the competitive pricing from Sourcewell Contract #122123-PLC and authorize the District Administrator to execute the purchase documents in the amount of \$1,618,228

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District Fire Department manages a fleet of 14 ambulances (a.k.a. rescues) for emergency medical services within its jurisdiction. Eight of these units are staffed daily, while the remaining six are held in reserve. These reserve units are crucial for increasing staffed units during peak times, covering frontline units undergoing maintenance, and supporting special events. The typical frontline service life for these rescue vehicles is between five to seven years, though this can vary significantly based on engine type (gas vs. diesel), mileage, age, and maintenance records. Once in reserve, the oldest units are removed from service after approximately ten to twelve years.

Emergency medical services account for 87% of the fire department's total call volume. These rescue units operate continuously throughout each shift, responding to both emergency and non-emergency medical calls and transporting patients to hospitals. The acquisition of these units required a budget amendment to secure funding availability. These proposed vehicles represent an advanced version of the EMS transport rescue currently being utilized by the District.

FINDINGS AND CONCLUSIONS:

The acquisition of these three rescue vehicles supports the District Fire Department's ongoing effort to maintain reliable frontline units and establish a consistent and sustainable apparatus replacement cycle. This approach enhances predictability in fleet management and improves long-term planning and budgeting.

Historically, production timelines for rescue vehicles have varied significantly, ranging from 12–14 months to as long as 36–38 months. Based on current industry conditions, a lead time of approximately 36 months has become the standard for ambulances. By aligning our replacement strategy with these extended timelines, the Department will be better positioned to maintain operational readiness, minimize downtime, and ensure personnel are equipped with reliable, modern apparatus.

The first of three (3) units are expected to be delivered in Q1 2027 (PL Custom unit on F550 chassis), and last two (2) units in late Q3/Q4 2027 (FY2028) ((PL Custom unit on Freightliner chassis). These three (3)

South Florida Emergency Vehicles (SFEV) is the authorized dealer for PL Custom brand emergency vehicles in Florida, providing sales, service, and custom ambulances. Units are available via the Sourcewell cooperative contract #122123-PLC.

FISCAL IMPACT:

Funding approved after the FY2026 budget amendment, Rescue Replacement; Down payment this year in the amount of \$809,114; The District will receive a pre-payment (down payment) discount of \$15,000 per unit. The final balance due upon delivery for the three (3) units that will deliver in FY2027 and FY2028 is \$809,114. Additional equipment and upfitting will be required for each unit, bringing the total project cost and fiscal impact to \$1,815,000.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C007091 – South Florida Emergency Vehicles

**THREE PLC CUSTOM TYPE 1 AMBULANCES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective commencing May 29, 2026, between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **South Florida Emergency Vehicles, LLC** (herein referred to as the "Contractor"), whose mailing address is 4655 Cummins Court, Fort Myers, Florida 33905.

WITNESSETH:

WHEREAS, Central Florida Tourism Oversight District requested a quotation for three type 1 medium duty ambulances. South Florida Emergency Vehicles, LLC is the authorized dealer for PL Custom brand emergency vehicles in Florida, providing sales, service, and custom ambulances. The ambulances are available via the Sourcewell cooperative contract #122123-PLC. The Contractor was subsequently selected to provide these services under this competitive contract.

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

1. **SCOPE OF SERVICES.** The term "Services" or "Work" as used in this Agreement shall be construed to include all obligations of Contractor under this Agreement including exhibits (if any) and all Services outlined below:

The Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all appurtenances necessary to provide two (2) PL Custom Classic Type I Titan Medium Duty Ambulance built on a 2026 Freightliner M2+Diesel chassis and one (1) PL Custom Classic Type I Ambulance built on a 2026 or 2027 Ford F550 XLT 4x4 Regular Cab Diesel chassis as described in **Exhibit A – Contractor Proposal**.

2. **TERM.** The Agreement shall commence on **MAY 29, 2026** and the expected delivery schedule is outlined below. However, there is no guaranteed delivery date, nor shall any funds be required from Owner until delivery is made.

- **1st Quarter of 2027:** PL Custom Classic Type I Ambulance built on a 2026 or 2027 Ford F550 XLT 4x4 Regular Cab Diesel chassis
- **3rd Quarter of 2027:** PL Custom Classic Type I Titan Medium Duty Ambulance built on a 2026 Freightliner M2+Diesel chassis

3. **COMPENSATION.** Within thirty (30) days after Owner's receipt of the Contractor's invoice deemed to be complete and acceptable to the Owner's Representative, the Owner shall pay the Contractor an amount not-to-exceed **ONE MILLION, SIX HUNDRED EIGHTEEN THOUSAND, TWO HUNDRED TWENTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,618,227.00)** ("Contract Sum") based on the payment schedule outlined below to cover the Contractor's profit, general overhead and all other costs and expenses of any nature whatsoever (including, without limitation, taxes, labor, and materials) incurred by the Contractor in connection with the performance of the services.

A. There shall be no Change Orders issued. The amount of this Agreement is fixed and final.

B. Payment schedule (paid 50% in advance and balance at delivery):

Description	Qty	Unit Price	Discount per Unit*	50% in June 2026	Balance Upon Delivery
PL Custom Classic Type I Titan Medium Duty Ambulance built on a 2026 Freightliner M2+Diesel chassis	2	\$562,700.00	-\$15,000.00	\$547,700.00	\$547,700.00
PL Custom Classic Type I Ambulance built on a 2026 or 2027 Ford F550 XLT 4x4 Regular Cab Diesel chassis	1	\$537,827.00	-\$15,000.00	\$261,413.50	\$261,413.50
Subtotals				\$809,113.50	\$809,113.50
Grandtotal					\$1,618,227.00

- C. All invoices should reference the contract number and shall be addressed appropriately as outlined below based on the Owner's Representative/department the invoice pertains to:

**Central Florida Tourism Oversight District ("District" or "CFTOD") projects**

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

- D. **Pricing Documentation.** Contractor shall provide any and all documentation required by Owner in connection with labor, materials and equipment incurred. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost.
- E. **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.
- F. **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.
4. **PAYMENT TERMS.** Payment, constituting the entire balance of the contract sum shall be paid to Contractor by Owner within thirty (30) calendar days after acceptance by the Owner's Representative of the Contractor's invoice, bearing as an attachment, a copy of this Agreement, duly executed by each of the parties hereto.
5. **LIABILITY.** Acceptance of payment by the Contractor for the services shall constitute fully and forever releasing, acquitting and discharging the Owner and its Board of Supervisors, and the Owner's Representative and agents, from all manner of action and causes of action, suits, claims judgments, damages and rights whatsoever in law or in equity, without limitation, any and all liability arising out of or in connection with the services, labor, materials furnished, performed or provided with this Contract.
6. **INSURANCE REQUIREMENTS.** The Contractor shall procure, maintain during the life of this Agreement and pay for, and shall require its Subcontractors to procure, maintain during the progress of their portion of the services and pay for, comprehensive general liability insurance with minimum limits of one million dollars (\$1,000,000), with an additional (\$1,000,000) in all coverages umbrella, and with automobile liability covering owned, non-owned or rented automotive equipment to be used in the performance of the services, and worker's compensation insurance in a form and amounts prescribed by the Laws of Florida. Each liability policy required herein (except Workers' Compensation) 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.
7. **CERTIFICATES OF INSURANCE.** Certificates of Insurance bearing the signature of the insurer's duly authorized representative (or copies of policies, if required by Owner) shall be furnished to the Owner at the following address: Central Florida Tourism Oversight District, email: vendors@oversightdistrict.org, P.O. Box 690519, Orlando, Florida 32869, Attention: Procurement & Contracting. All insurance required shall be with companies and on forms acceptable to the Owner.
8. **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.

9. 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; or
 - (ii) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (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.
- 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 Section 3, through the date of termination.

- 10. **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.
- 11. **FORCE MAJEURE.** 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. (A) 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; (B) 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.
- 12. **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.



13. **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.
14. **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.
15. **OWNERS REPRESENTATIVE.** The Owner's designated representative for purposes of this Agreement is **Eric Ferrari**, whose mailing address is P.O. Box 690519, Orlando, Florida 32869, and who shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.
16. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Contractor is acting as an independent contractor in the performance of its services, and nothing herein contained shall be deemed to create an agency relationship between Owner and Contractor.



17. **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.

18. **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.
20. **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.

21. **GOVERNING LAW.** This Agreement shall be construed in accordance with and regulated under and by the laws of the State of Florida. Venue for any legal action authorized hereunder shall be in Orange County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or, if appropriate, in the Federal District Court for the Middle District of Florida, Orlando Division.
22. **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.
23. **MODIFICATION.** No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be allowed unless in writing and duly executed by the party to be charged herewith.
24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract of the parties hereto and supersedes all previous contracts between the parties, whether written or oral.
25. **WARRANTY.** The Contractor shall warrant all work for a period of one (1) year from the date of the acceptance of the services by the Owner from defects in workmanship, material and/or equipment or in any way not in compliance with the terms and provisions of the Agreement.
26. **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: Contractor Proposal (A-1 through A-66)
- 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.

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
SOUTH FLORIDA EMERGENCY VEHICLES, LLC

Signature: _____
As Authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 29, 2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A - Contractor Proposal



PL. CUSTOM
BODY AND EQUIPMENT CO., INC.
1946 - 2026

Chief Eric Ferrari
District Fire Department

DATE: 4/29/2026

Thank you for considering South Florida Emergency Vehicles and PL Custom Emergency Vehicles as your next rescue provider. We are pleased to provide the following proposal.

QUANTITY	PRODUCT DESCRIPTION	PRICE
1	PL Custom Classic Type I TITAN Medium Duty Ambulance built on a 2026 Freightliner M2+ Diesel chassis w 176" L Module 75" Headroom – Pricing is based off Sourcewell Contract # 122123 – MODEL # PLC18 per the attached specifications and drawings. Central Florida Tourism Oversight District's Sourcewell Acct # 126186 * Price includes SFEV install of customer supplied Stryker Powerload cot system * Price includes SFEV supply/install customer graphics – includes 4 number placards * Price includes factory pre-wire of power source (3) and antennas (3) for customer supplied/installed radios. *Price incl all travel expenses for up to 2 dept. personnel to PL Custom for final inspection Vehicle(s) approximate delivery to customer: SEE PAGE 2 FOR DELIVERY SCHEDULE and FULL TERMS AND CONDITIONS. Proposal valid for 60 days. Per Sourcewell contract # 122123 MODEL # PLC18, a 5% Sourcewell discount off MSRP has been provided on the base vehicle contract price and all upgrades added. *The proposal price is for NET 30 DAY TERMS. A \$15,000.00 discount PER VEHICLE can be taken IF PAID AT DELIVERY. Should the customer elect to pay 50% of the sales price within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied	*\$562,700.00 ea.
	Sales Price Less \$15k Discount	\$547,700.00 ea.
	TOTAL FOR 2 VEHICLES	\$1,095,400.00
	50% payment due within 30 days of PO acceptance	\$547,700.00
	BALANCE DUE AT DELIVERY	\$547,700.00

Kevin Burke

Kevin Burke
Ambulance / SFEV Brush Truck Sale
kburke@sflev.com

Exhibit A - Contractor Proposal
SFEV TERMS AND CONDITIONS

The unit(s) shall be manufactured completely in accordance with the attached proposal and based on the approximate delivery schedule as listed below subject to delays from all causes beyond our control.

Estimated Delivery per PL Custom Job Production Numbers

4803 – 3rd qtr 2027

4806 – 3rd qtr 2027

Pricing is based on Net-30-day payment terms. **If payment is made at the time of delivery, a discount of \$15,000 is available.**

Should Customer elect to pay 50% within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied with a payment due of \$547,700.00. A balance of \$547,700.00 will be due upon final delivery.

If payment is not made within 30 days of delivery, South Florida Emergency Vehicles (SFEV) reserves the right to charge 1% per month of the outstanding balance as outlined in the Florida Prompt Payment Act, Title XIV, Section 218, Part VII of the Florida Statutes popularly named “Local Government Prompt Payment Act”.

The SFEV payment terms supersede any payment terms or conditions as contained in the buyers’ purchase orders or contracts.

Purchase orders and payments are direct with South Florida Emergency Vehicles



District Fire Department
Eric Ferrari, Chief
Lake Buena Vista, FL 32830

April 29, 2026

Dear Chief Ferrari:

Our authorized dealer, South Florida Emergency Vehicles (SFEV), has asked me to provide a document assuring compliance with the Sourcewell requirements in our awarded contract, #122123-PLC. The quote that Kevin Burke has provided to you, dated April 29, 2026, is indeed compliant with the Sourcewell guidelines as set forth in the above noted contract.

To reiterate, his proposal included:

- Final inspection trip to PL Custom Emergency Vehicles in Manasquan, NJ, for two department personnel.
- Utilizing Sourcewell Contract #122123-PLC
- Product ID PLC18 – TITAN Type I Med Duty
- Central Florida Tourism Oversight District's Sourcewell Account #126186

We can offer this unit for a price of \$562,700.00. A 5% discount was provided off the base price and all upgrades. This estimate is good for 60 days. After 60 days please contact Kevin Burke for an update. Note:

- A \$1,000 chassis pre-payment discount is available upon request.
- Pricing is based on the specifications provided to you in SFEV's proposal dated 4/29/26.
- Estimated delivery is in 3rd qtr 2027.

On behalf of both PL Custom Emergency Vehicles and South Florida Emergency Vehicles, we look forward to working with the District Fire Department. As always, if you have any questions about this information that I have given you, feel free to contact me directly.

Very truly yours,

Chad Newsome
Vice President of Sales
P.L. Custom Body and Equipment Co., Inc.



Exhibit A - Contractor Proposal
SFEV TERMS AND CONDITIONS

The unit(s) shall be manufactured completely in accordance with the attached proposal and based on the approximate delivery schedule as listed below subject to delays from all causes beyond our control.

Estimated Delivery per PL Custom Job Production Numbers

4749 – 1st qtr 2027

Pricing is based on Net-30-day payment terms. **If payment is made at the time of delivery, a discount of \$15,000.00 is available.**

Should Customer elect to pay 50% within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied with a payment due of \$261,413.50. A balance of \$261,413.50 will be due upon final delivery.

If payment is not made within 30 days of delivery, South Florida Emergency Vehicles (SFEV) reserves the right to charge 1% per month of the outstanding balance as outlined in the Florida Prompt Payment Act, Title XIV, Section 218, Part VII of the Florida Statutes popularly named “Local Government Prompt Payment Act”.

The SFEV payment terms supersede any payment terms or conditions as contained in the buyers’ purchase orders or contracts.

Purchase orders and payments are direct with South Florida Emergency Vehicles

Exhibit A - Contractor Proposal



Chief Eric Ferrari
District Fire Department

DATE: 5/19/2026

Thank you for considering South Florida Emergency Vehicles and PL Custom Emergency Vehicles as your next rescue provider. We are pleased to provide the following proposal.

QUANTITY	PRODUCT DESCRIPTION	PRICE
1	PL Custom Classic Type I Ambulance built on a 2026 or 2027 Ford F550 XLT 4x4 Regular Cab Diesel chassis w 176"L Module 75" Headroom – Pricing is based off Sourcewell Contract # 122123 – MODEL # PLC13 per the attached specifications and drawings. Central Florida Tourism Oversight District's Sourcewell Acct # 126186 * Price includes SFEV install of customer supplied Stryker Powerload cot system * Price includes SFEV supply/install customer graphics – includes 4 number placards * Price includes factory pre-wire of power source (3) and antennas (3) for customer supplied/installed radios. *Price INCLUDES CUSTOM PAINT COLOR CHANGE 2-TONE MED SCARLET/BLACK *SEE PAGE 3* *Price incl all travel expenses for up to 2 dept. personnel to PL Custom for final inspection Vehicle(s) approximate delivery to customer: SEE PAGE 2 FOR DELIVERY SCHEDULE and FULL TERMS AND CONDITIONS. Proposal valid for 60 days. Per Sourcewell contract # 122123 MODEL # PLC13, a 5% Sourcewell discount off MSRP has been provided on the base vehicle contract price and all upgrades added. *The proposal price is for NET 30 DAY TERMS. A \$15,000.00 discount PER VEHICLE can be taken IF PAID AT DELIVERY. Should the customer elect to pay 50% of the sales price within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied	\$537,827.00 ea.*
	Sales Price Less \$15k Discount	\$522,827.00
	50% payment due within 30 days of PO acceptance	\$261, 413.50
	BALANCE DUE AT DELIVERY	\$261,413.50

Kevin Burke

Kevin Burke
PL Custom Ambulance / Brush Truck Sales
kburke@sfllev.com

CHANGES TO BUILD NOT SHOWN ON SPEC.

New custom paint color – 2 tone med scarlet/black with custom paint break per photos of current vehicles provided by customer. Requires chassis repaint in 2 tone and matching 2 tone patient module.

All chevron colors will be changed from Red/Fluorscent Yellow-Green to **RED/BLACK**.

SFEV DEMO 4749 ORIGINAL REVISION REQUEST LIST

1. **DELETE** 23-36-7000 - pull out writing surface/storage drawer L/S/S
2. **ADD** 23-36-7500 ALS Three (3) drawer storage unit, below LSS counter
3. **MODIFY** 47-60-0300 3 antenna leads body roof to 47-60-0310 (3) antenna leads w base and cap installed – body roof
4. **DELETE** 30-40-2500 Oxygen Monitor Digital LED
5. **ADD** 30-0400-3000 PL Oxygen Monitor System
6. **DELETE** 44-50-6550 Whelen Pioneer Floods (both sides L & R)
7. **ADD** 44-50-7030 9” Hi-Viz 6 LED mini brow Qty 2 ea. White Front Body Condenser Corners
8. **MODIFY** 27-10-4200 Lower Laminate Fashion Grey – change to 27-10-69B6 OILED SOAPSTONE
9. **MODIFY** 27-52-4340 flooring Moonstone Topseal – change to 27-52-4300 Loncoin II Flecks (disc) BLACK TOPSEAL (CT150TS)
10. **MODIFY** 43-S1-C350 M9-Whelen RED Rear (Loc:R10B) to activate when BRAKING
11. **MODIFY** 43-S1-D100 M9-Whelen RED Rear (Loc:R11B) to activate when BRAKING



District Fire Department
Eric Ferrari, Chief
Lake Buena Vista, FL 32830

May 19, 2026

Dear Chief Ferrari:

Our authorized dealer, South Florida Emergency Vehicles (SFEV), has asked me to provide a document assuring compliance with the Sourcewell requirements in our awarded contract, #122123-PLC. The quote that Kevin Burke has provided to you, dated May 19, 2026, is indeed compliant with the Sourcewell guidelines as set forth in the above noted contract.

To reiterate, his proposal included:

- Final inspection trip to PL Custom Emergency Vehicles in Manasquan, NJ, for two department personnel.
- Utilizing Sourcewell Contract #122123-PLC
- Product ID PLC13 – CLASSIC TYPE I
- Central Florida Tourism Oversight District's Sourcewell Account #126186

We can offer this unit for a price of \$537,827.00. A 5% discount was provided off the base price and all upgrades. This estimate is good for 60 days. After 60 days please contact Kevin Burke for an update. Note:

- A \$1,000 chassis pre-payment discount is available upon request.
- Pricing is based on the specifications provided to you in SFEV's proposal dated 5/19/26.
- Estimated delivery is in 1st qtr 2027.

On behalf of both PL Custom Emergency Vehicles and South Florida Emergency Vehicles, we look forward to working with the District Fire Department. As always, if you have any questions about this information that I have given you, feel free to contact me directly.

Very truly yours,

Chad Newsome
Vice President of Sales
P.L. Custom Body and Equipment Co., Inc.



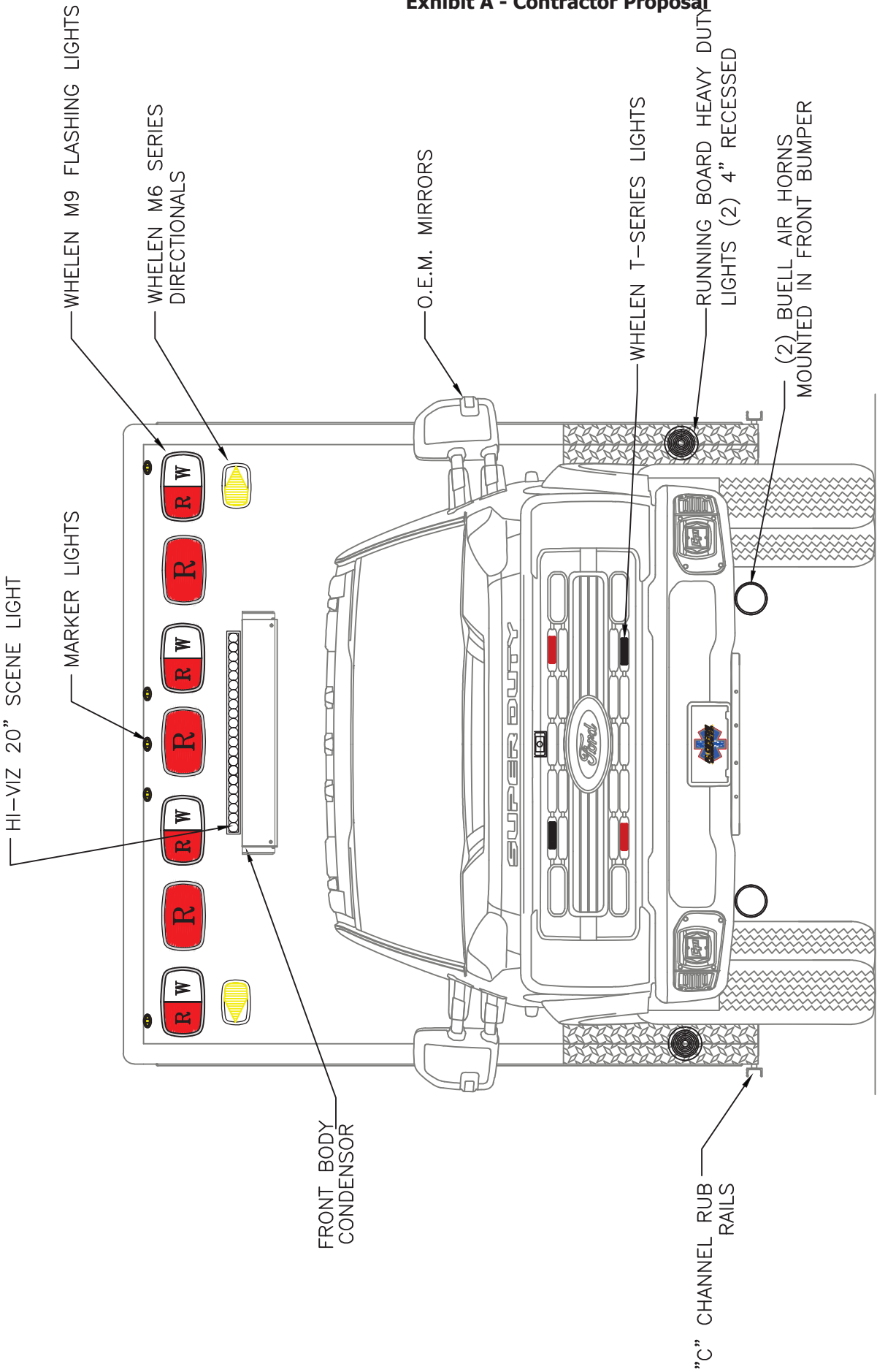
CUSTOM DESIGNED FOR SFEV DEMO 176" BODY 75" HR BY P.L. CUSTOM EMERGENCY VEHICLES

4749 A7174

PAGE 1



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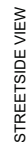


EXTERIOR
DIMENSIONS
HEIGHT 115" (+/-2)
LENGTH 176"
WIDTH 99"

FRONT VIEW



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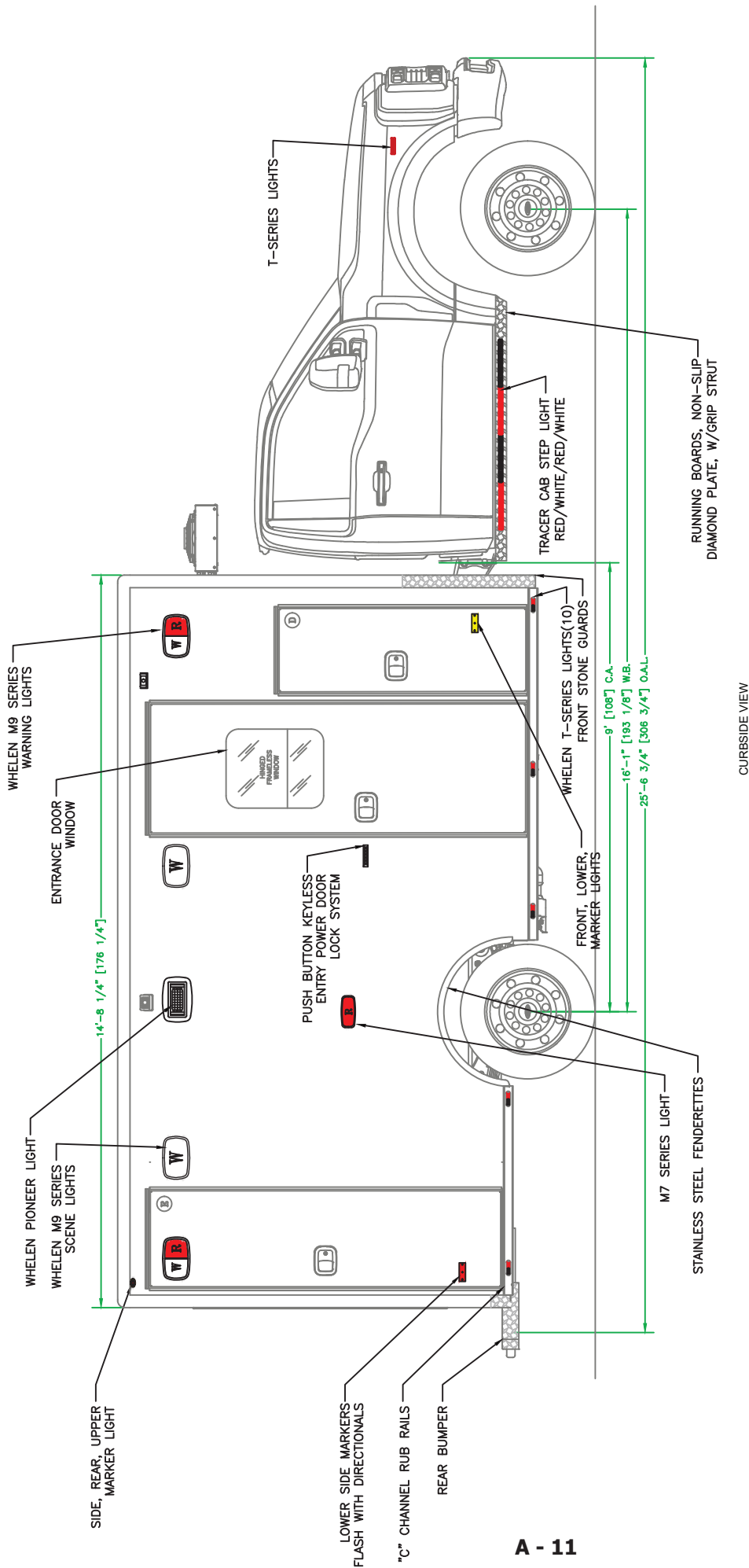


**EXTERIOR
DIMENSIONS**
HEIGHT 115" (+/-2)
LENGTH 176"
WIDTH 99"

OPENING DESCRIPTIONS				
ALL DIMENSIONS APPROXIMATE				
	WIDTH	HEIGHT	DEPTH	PURPOSE
(A)	20	89	21	OXYGEN STORAGE
(B)	43	45	20	EXTERIOR STORAGE
(C)	31	39	20	EXTERIOR STORAGE

- 1.) DRAWINGS ARE FOR REPRESENTATIONAL PURPOSES ONLY.
- 2.) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 3.) EXTERIOR COMPARTMENT DIMENSIONS REFLECT WALL TO WALL MEASUREMENTS. PASS THROUGH OPENINGS WILL BE SMALLER.
- 4.) INTERIOR CABINET DIMENSIONS REFLECT THE CABINET OPENING. PASS THROUGH OPENINGS WILL BE SMALLER.
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A - 11

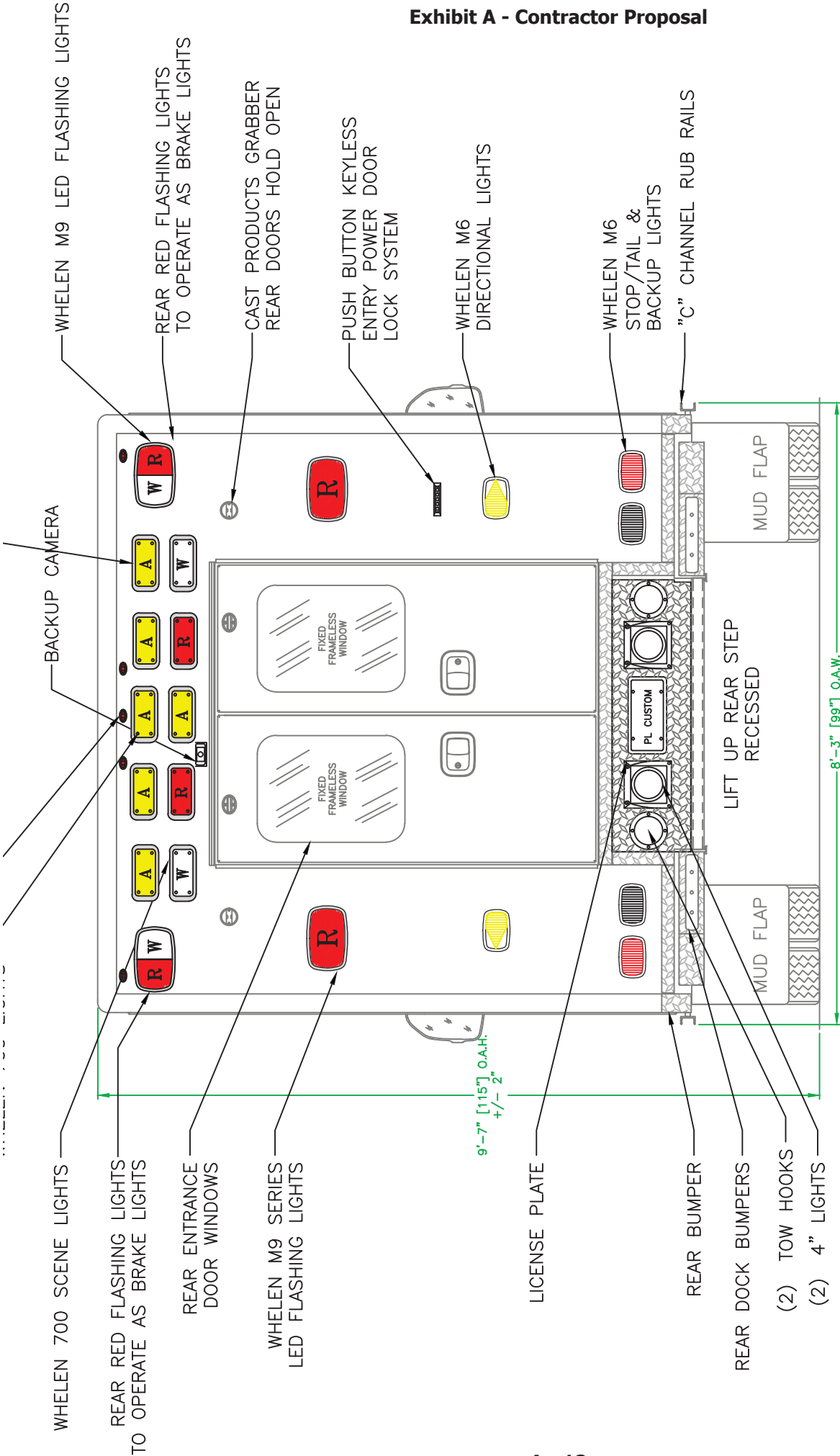
OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
	WIDTH	HEIGHT	DEPTH
			PURPOSE
D	20	58	33" ABOVE FLOOR 10" BELOW FLOOR
E	24 1/2	83	INTERIOR/EXTERIOR ACCESS STORAGE
F	32 1/2	5	BACKBOARD STORAGE
		16	PULL-OUT DRAWER
	29	80	SIDE ENTRANCE DOOR

EXTERIOR DIMENSIONS
HEIGHT 115" (+/-2)
LENGTH 176"
WIDTH 99"

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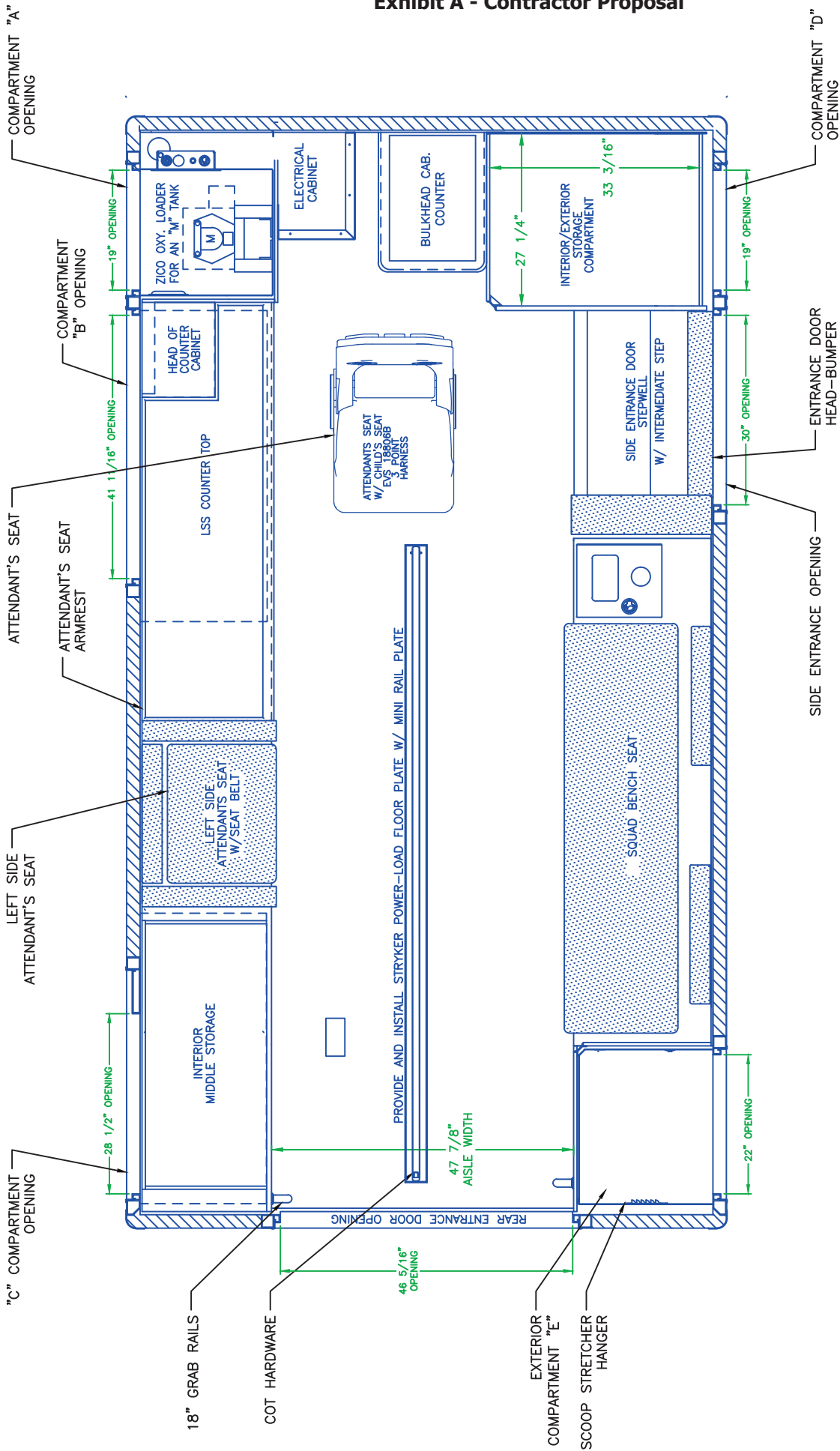
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OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
WIDTH	HEIGHT	DEPTH	PURPOSE
44 1/4	61		REAR ENTRANCE DOORS



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REAR VIEW



FLOOR PLAN

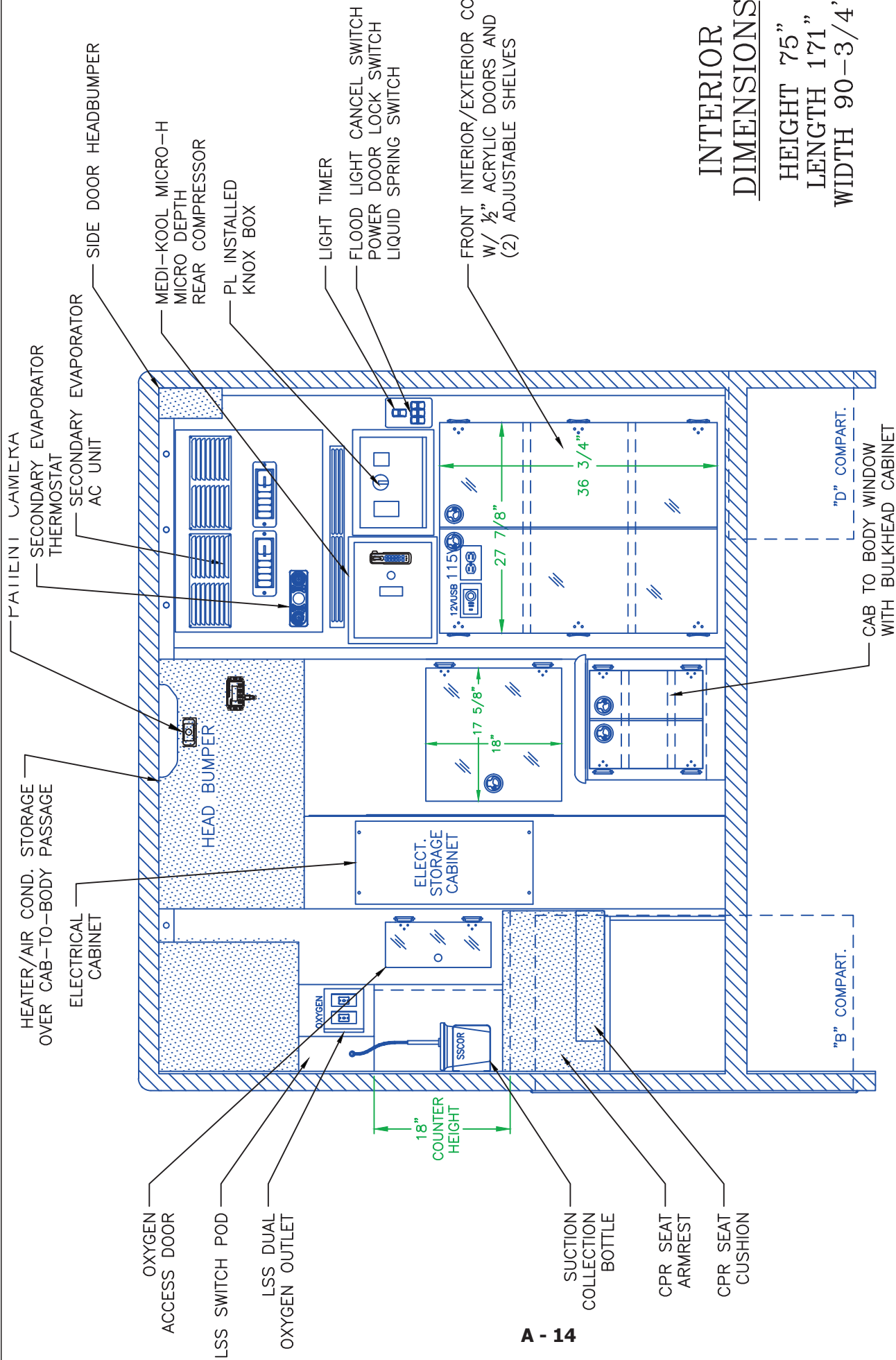
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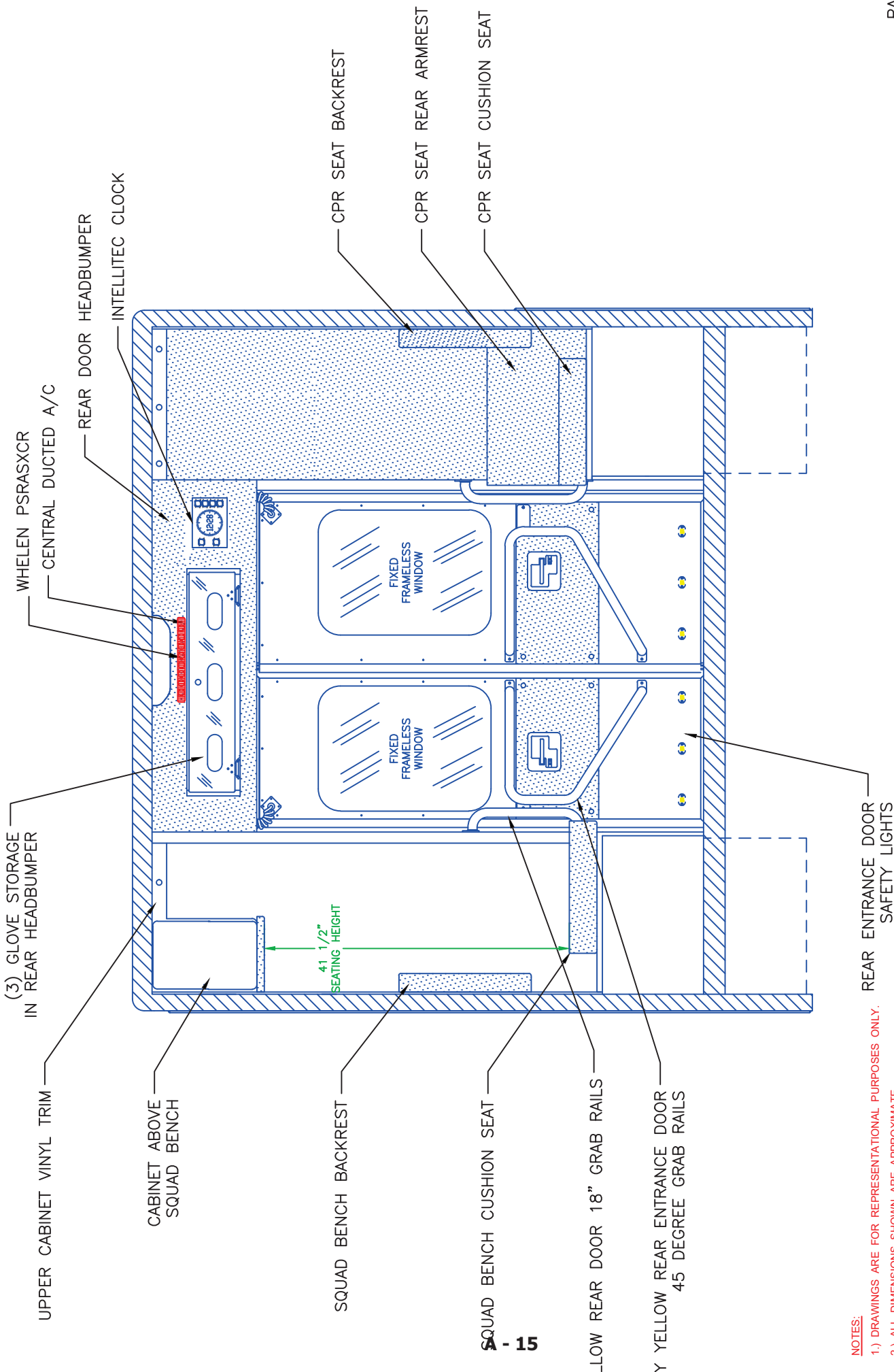
INTERIOR
DIMENSIONS
HEIGHT 75"
LENGTH 171"
WIDTH 90-3/4"

FRONT VIEW

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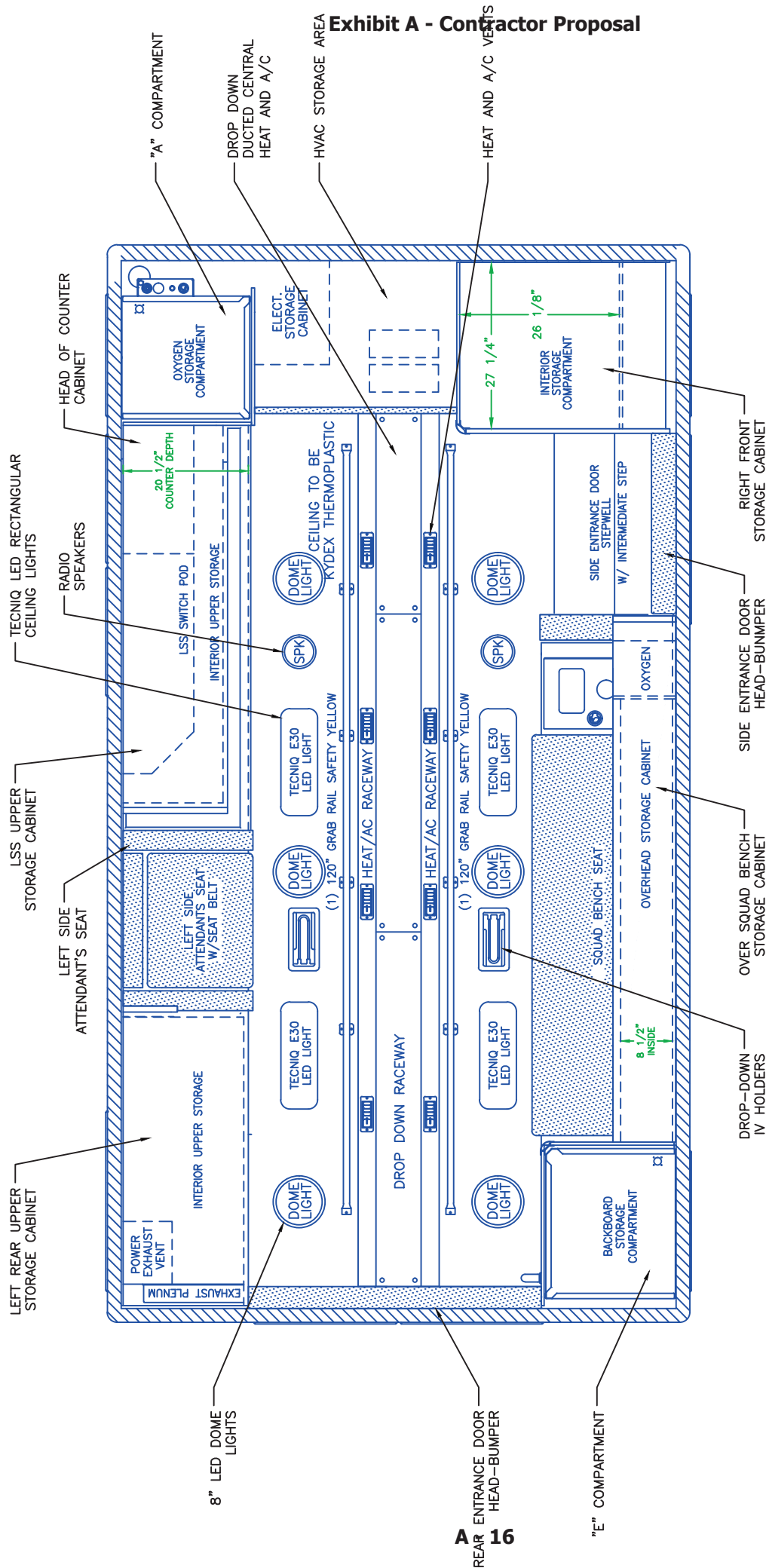


A - 15

REAR VIEW

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REAR ENTRANCE DOOR
SAFETY LIGHTS



CEILING VIEW

NOTES:

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HEIGHT 75"
LENGTH 171"
WIDTH 90-3/4"

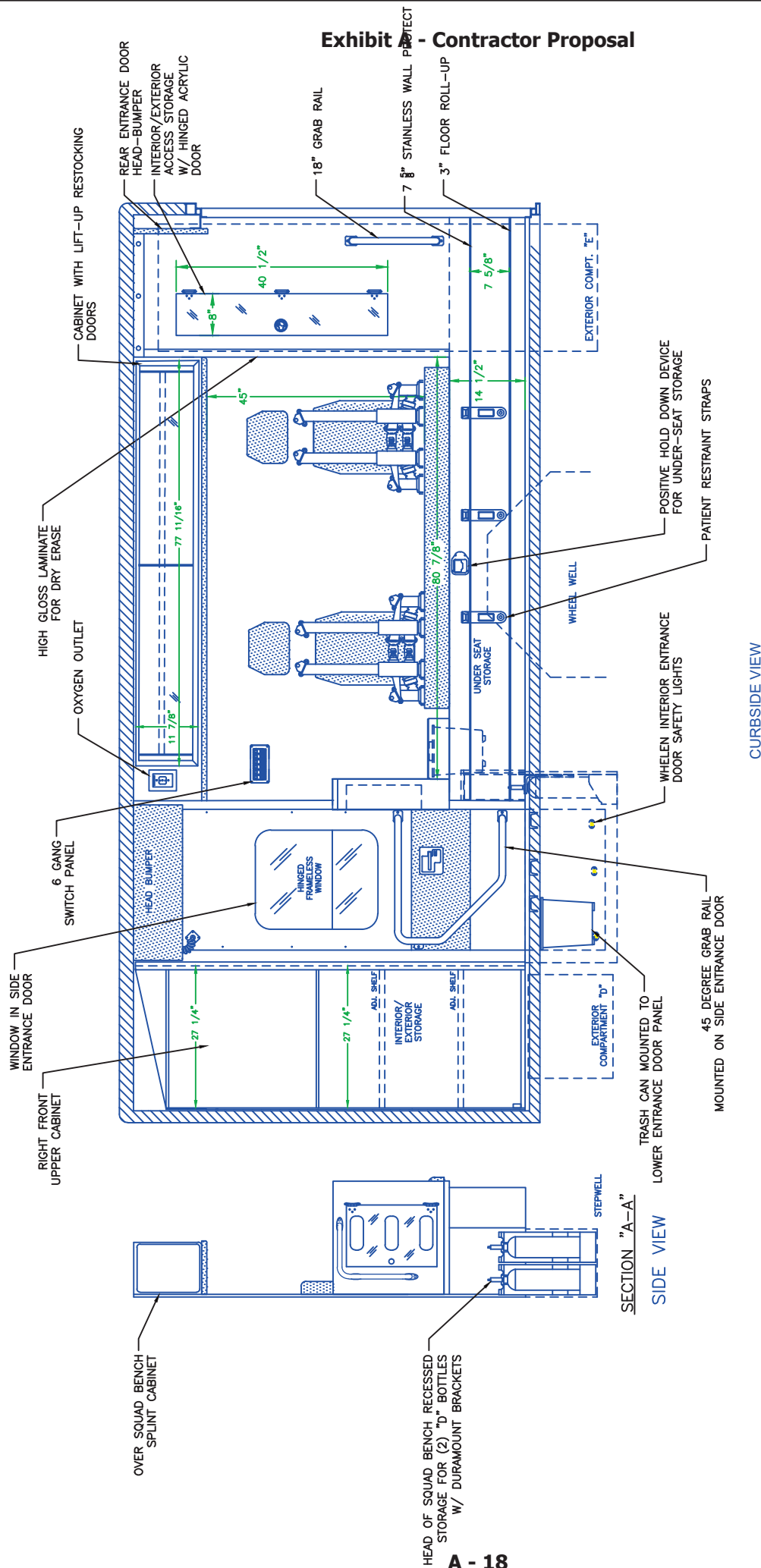
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3" FLOOR ROLL-UP .

A - 18



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**INTERIOR
DIMENSIONS**
HEIGHT 75"
LENGTH 171"
WIDTH 90-3/4"



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REVISIONS		
REV.	DESCRIPTION	DATE
		ENGINEER

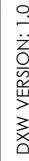
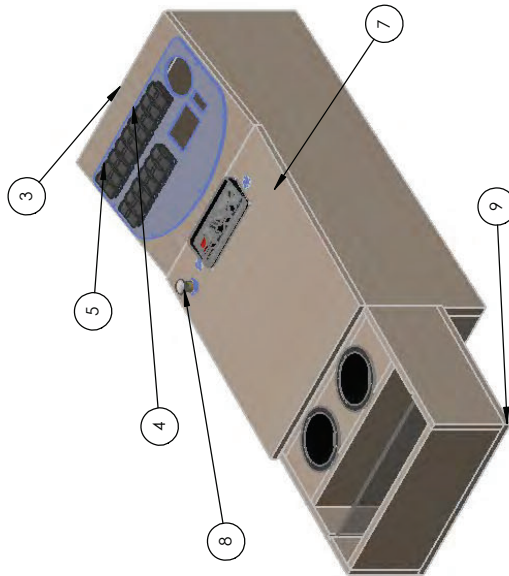
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Exhibit A - Contractor Proposal

QUOTATION

South Florida Emergency Vehicles

South Florida Emergency Vehicles
Kevin Burke
4655 Cummins Court
Fort Myers, FL 33905
239-267-5300
kburke@sflev.com

Quote No: A7174-0003
Job/Order No: 4749
02/25/2026

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== Type 1 Classic, 170" 108"CA - 34.100 01/15/25 ==		PLG
00-00-0100		PL Ambulance - Release 34.13 effective 01/30/26	1	PLG
00-05-0100	<	** Quote Terms **	1	PLG
		All chassis are subject to availability.		
		Quoted body pricing is valid for 30 days from receipt or until the next data release.		
		Chassis pricing for PL Supplied chassis is subject to any OEM chassis manufacturer surcharges and model year increases.		
		An ambulance or rescue vehicle order, submitted utilizing a chassis that cannot be provided or ordered, (chassis order banks not open, no available allocation, or otherwise unknown), will NOT be processed until such time that the chassis can be ordered and assigned.		
		Upon receipt of chassis VIN and firm chassis production schedule, or chassis receipt, the vehicle order can then be considered "buildable".		
		Once entered into "buildable" order status and when loaded into the PL Custom production schedule, prioritized by order entry date, the body can then be processed for approval and priced on most current pricing and data release in place.		
		This applies to both PL Custom and customer/dealer supplied chassis.		
00-11-7075	< >	170" CLASSIC BODY, 75" Headroom, w/Drop Skirt	1	PLG
		Overall Vehicle Dimensions:		
		Length: 308"		
		Width: 99"		
		Height: 115" (+/- 2")		
		Exterior Modular Body Dimensions:		
		Length: 170"		
		Width: 97"		
		Height: 94"		
		Interior Modular Body Dimensions:		
		Length: 165"		
		Width: 90 3/4"		
		Height: 75"		
03-00-1060	< >	Chassis Type -Ford F-Series	1	PLG
		Chassis paint must be reviewed/edited when changing chassis type		
		EXTERIOR		PLG
10-10-1100	<	Modular Body Construction	1	PLG
		SAE J3057 Compliant		

Exhibit A - Contractor Proposal

02/25/2026

Page 2

PART NO	S	DESCRIPTION	QTY	ID
10-10-2000	<	Structural Integrity Warranty The structural integrity of the body shall be guaranteed for the life of the unit, as long as the original purchaser shall own it.	1	PLG
10-10-2070		Finite Element Analysis	1	PLG
10-10-2150		Compartments, Aluminum Brushed Finish, welded	1	PLG
10-10-2165	<	*****Engineering - process-note, Non-Diamond compartments selected Engineering configuration alert - Non-Diamond compartments selected	1	PLG
10-12-2000		Type I, Classic, Cab to body Pass-thru	1	PLG
10-15-4000		Body mounting, Type I, rubber donuts, L-Duty	1	PLG
10-20-3300		Lowered Body Skirts, with Intermediate Step	1	PLG
10-30-1000	<	Curbside 6" Dropskirt Drop skirt on curb side to be 6" i/l/o 3" Requires Side skin change, stepwell change, Entrance door height change and "D" door height change	1	PLG
10-30-1100	<	Streetside 6" Dropskirt Drop skirt on street side to be 6" i/l/o 3" Requires Side skin change, "A" door height change and "B" door height change.	1	PLG
10-30-2000	<	Custom Body length, 1"-6" The Body shall be: 176 Note: Compartment size customization to be charged separately. This charge is for the base structure modifications only.	1	PLG
EXTERIOR DOORS, AMBULANCE				PLG
11-10-1060	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors Qty(3) The door system shall include emergency override latch levers in upper and lower locations of each entrance door. Levers are visible with red coating and intended for emergency use in the event of a non-functioning handle.	1	PLG
11-10-4060	<	Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) Tied to OEM Power Door Lock Switch	1	PLG
11-10-4500	<	Keyless Entry Touch Pad, Side Entrance Door Lock/Unlock both Entrance Doors and Cab Doors.	1	PLG
11-10-V010	<	Keyless Entry Touch pad, Rear Entrance Door Keyless entry touchpad will be mounted to right of rear entrance door, between turn signal and window level light.	1	PLG
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1	PLG
11-20-2020		Comp. "A" Door to Check Past 90 Degrees	1	PLG
11-20-2030		Comp. "C" Door to Check Past 90 Degrees	1	PLG
11-20-2050		Comp. "E" Door to Check Past 90 Degrees	1	PLG
11-20-3000		Comp. "D" Door to Check Past 90 Degrees	1	PLG
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1	PLG
	<	COMPARTMENT LAYOUT Exterior compartment dimensions reflect wall to wall measurements.		PLG
12-10-4XSV	S < >	A left front 20w x 89h x21d (w/oxygen window) Dimensions: Width 20" Height 89" Depth 21" with Oxygen window	1	PLG
12-16-8XSS	S < >	B left side 1/2 High - 43w x 45h x 20d Dimensions:	1	PLG

Exhibit A - Contractor Proposal

02/25/2026

Page 3

PART NO	S	DESCRIPTION	QTY	ID
		Width 43		
		Height 45		
		Depth 20		
12-20-100A		"C" Left Rear, 1/2 High -31w x 39h x 20d	1	PLG
12-25-7XSS	S < >	D Right Front, In-Out Access - 20w x 58h x 33d above floor - 10d below floor	1	PLG
		Dimensions:		
		Width 20		
		Height 58		
		Depth 33d above floor 10 d below floor		
12-30-150B		"E" Right Rear, with In/out to Center Aisle -24w x 83h x 21d	1	PLG
12-35-1000		"F" Left Side, Over Wheel, Pull-Out Drawer -32w x 5h x 16d	1	PLG
		COMPARTMENT DOOR PANELS, MATS, DECKING		PLG
13-20-2080		All Compartment Door Panels, Alum, Brushed Finish -(w/ Chevron Design)	1	PLG
13-30-1P10		Polycoated Compt & Entrance Door Sills,Compt Floors,Area Behind Rub Rails,Black	1	PLG
13-30-2000		Vent Compartments to Exterior of Vehicle	1	PLG
13-40-1000		Dri-Dek, Floors of Compartment, Black	1	PLG
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1	PLG
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1	PLG
		COMPARTMENT CONFIGURATIONS AND EQUIPMENT		PLG
13-41-0160		Oxy Bracket, w/Adjustable Shelf, Compartment A, (No Light Under Shelf)	1	PLG
13-42-0300		(2) Adjustable Shelves, for compartment "B"	1	PLG
13-43-0300		(2) Adjustable Shelves, for compartment C	1	PLG
13-47-0450	<	Full Height Divider w/(2) Adjustable Shelves, Compartment "E"	1	PLG
		Long Equipment Storage Compartment "E"		
		Divider to be 12" off front wall w/10" shelves.		
13-70-0210		Bulbous mounts 3" for (2) backboards compt. "E" (i//o std)	1	PLG
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1	PLG
		REAR STEP BUMPER		PLG
14-10-2780	< >	Lift-up Rear Step, Recessed, (2) 4" Lts w/ Lic Plate Center	1	PLG
		4" recessed Lights to activate when vehicle is in reverse or rear doors open.		
14-10-9500	<	**** Rear Step Bumper 4" LED Lights have been selected	1	PLG
		See 44-30-4200 for Options		
14-20-1000		Rear Dock Bumpers, Bolted to Bumper Ends	1	PLG
		ALUMINUM DIAMOND PLATE ACCESSORIES		PLG
15-10-1000		Front Corner Stone Guards, Polished Diamond Plate	1	PLG
15-15-1000		Front Body Stone Guard, Polished Diamond Plate	1	PLG
15-20-1050	>	Rub-Rails, C-Channel, Offset, Satin Finish	1	PLG
15-30-2500		Running Boards, Flare type, Non-Slip Dia.Plate w/grip strut (F450/F550 2-Door)	1	PLG
15-52-0100		Rear Diamond Plate Panel & Corner Guards	1	PLG
		EXTERIOR TRIM		PLG
16-10-1000		Fenderettes, Rolled, Polished Stainless Steel	1	PLG
16-30-1550		License Plate Holder, Chrome on rear step riser w/LED Light, surface mount	1	PLG
16-35-1010		Fuel Fill Housing, Cast products, Polished (F-Series)	1	PLG
16-36-1010		DEF Fill Housing, Cast products, Polished (F-Series)	1	PLG
16-55-1000	>	Tow Hooks, Rear Behind Step Riser, Painted	1	PLG
		EXTERIOR, MISCELLANEOUS		PLG
17-50-1000		Undercoat Body	1	PLG
		BODY WINDOWS		PLG
18-10-1000	<	Window, Side Door (18"W x 22"H), Frameless, Hinged, 24% Tint	1	PLG
		Transportation Products Inc. Window.		
18-20-2000	<	Windows, Rear Doors, (15"W x 22"H), Frameless, Fixed 24% Tint	1	PLG
		Transportation Products Inc. Windows.		

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PART NO	S	DESCRIPTION	QTY	ID
18-50-1000		Privacy Tint, Mylar, Side and Rear Doors	1	PLG
INTERIOR CONSTRUCTION				
20-00-1000		Interior Construction Type - Standard Cabinets	1	PLG
INSULATION				
20-10-1200		Super Insulation Package, additional Radiant Barrier to Interior Body	1	PLG
20-10-2000		Sound Deadened Insulation, Entrance Doors	1	PLG
20-10-3000		Sound Deadened, Compartment Doors	1	PLG
20-10-5000		Sub-Floor, Expanded PVC Polymer	1	PLG
FRONT BULKHEAD				
21-10-0520	<	Type I, Classic, Cab to body Pass-thru, Hinged Window Hinged Clear Acrylic window. With standard, wood cabinet construction, the window will open and rest against Right Front Cabinet. The window will rest against rubber gasketing lining the window frame when closed.	1	PLG
21-30-1000		Climate Control Unit Over Cab to Body Passage	1	PLG
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat Black polycoat cover with an access panel with flush locking trigger latches	1	PLG
21-40-5250		Front Bulkhead cabinet, 1/2" acrylic doors, 2 shlvs	1	PLG
21-40-8200	< >	Solid Surface counter, 1" lip, Front bulkhead cabinet Specify Color: Midnight Melange 9091ML	1	PLG
RIGHT FRONT CABINET				
21-45-V066	<	Supply and Install "Knox Box" Med Vault, RF Upper Recessed mount with standard WiFi. Model #5530H3RK right side in the middle of the cabinet	1	PLG
21-45-V067	<	Medi-Kool MK-Micro/H Micro Depth, Hinged on left, rear compressor, w/ Kit Lock A Mermaid MK-Micro/H Horizontal, left hinged system is to be installed in the Right Front Upper cabinet. Compressor will be on the rear. Includes Kit Lock 12.65"W x 10.15"h x 21" deep.	1	PLG
21-50-1000		Right front Lower, inside/outside storage	1	PLG
21-50-2000	<	Right front Lower, (2) adjustable shelves Shelves to be lined with ribbed rubber mat.	1	PLG
21-60-1000		Right front cabinet Lower, 1/2" acrylic doors	1	PLG
RIGHT SIDE BENCH LAYOUT				
22-00-1000		Squad Bench, Right side	1	PLG
22-21-0100		Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
22-24-1000	<	3 Glove Box Holder Cabinet at Head of Squad Bench There is to be a cabinet at the head of the squad bench used to house a 3 glove box storage unit that faces the stepwell. Cabinet to be 5" wide. Fits: (3) *Large Boxes @ 9-5/8" x 5" x 3-1/8" ea.	1	PLG
22-25-4600	< >	Recessed "D" bottles, head of Squad Bench, at stepwell See "D" bottle storage brackets selected in section # 80-43-XXXX	1	PLG
22-30-2000		Squad bench lid, Positive hold down device	1	PLG
22-35-3040		Drop in sharps/trash, w/Lexan Lids at head of squad bench	1	PLG
22-45-1015	< >	Overhead cabinet 13-1/4" OAH-Life Defender lift-up re-stocking doors Includes 1 adjustable shelf Selecting this cabinet will void KKK compliance for 43" headroom above squad bench	1	PLG
22-50-0700	<	Dry erase writing surface, right rear (forward facing) wall The right rear (forward facing) wall of the compartment "E" facia cabinet shall be laminated in high gloss white laminate.	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
LEFT SIDE MIDDLE (Base Cabinet)				PLG
23-10-1000		Left side attendant seat-(CPR Seat)	1	PLG
23-10-3060	>	Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
23-10-5000		Seat cushion, fixed- (Single CPR Seat)	1	PLG
LIFE SUPPORT STATION				PLG
23-30-2000		Switch pod, above counter	1	PLG
23-30-2010		Rear Main Switch Panel Located in Life Support Station Switch Pod	1	PLG
23-30-2A00		**No Radio Cut-Outs at Position 1 to be provided in LSS**	1	PLG
23-31-1500		Cabinet head of switch pod, hinged door, 1 shelf	1	PLG
23-32-1090	< >	(Increased Hgt) Upper cab.Squared off, Life Defender lift-up restock, 1 shelf The Interior Height of this cabinet will approximately be 18-1/2" High Pass thru opening approx. 15-1/2".	1	PLG
23-34-1524	>	Solid Surface counter, 1" lip, Left front, Color: Midnight Melange 9091ML	1	PLG
23-36-7000	< >	Pull-out writing surface/storage drawer, L/S/S Not Available with in/out to Compt. "B"	1	PLG
23-37-0050	<	*Custom "Box-out" into compartment required (MASTER ONLY) Note: This is used with any special request for any compartment "Box-Out" for, Trash, Sharps, ALS unit...etc. C compartment	1	PLG
LEFT REAR STORAGE CABINET				PLG
23-40-1010	<	Left rear full cabinet, upper, Life Defender lift-up restocking door, 1 shelf Includes Austin Life Defender Lift Up Restocking Door.	1	PLG
23-40-2000	< >	Left rear full cabinet, middle, Life Defender sliding doors, 1 shelf Not available with Aft Meganite Counter Top #23-42-xxxx Delete the Aft Meganite Counter Top 12V & 115V outlets on the Left rear must be deleted Includes Austin Life Defender Sliding Doors.	1	PLG
23-42-1010	>	Delete Left Rear Counter (Only valid with certain options, see notes)	1	PLG
23-44-2010	< >	Trash/Sharps Combo, tip out, below left rear counter Sharps Container 1qt. Not available w/pull-out drawer option #12-35-10	1	PLG
RIGHT REAR CABINET				PLG
23-70-0850	<	Right Rear In/out to Compartment "E", Facing Center Aisle In / Out: Dimensions: 8" wide 40 1/2" high - (with 72" & 75" Headroom) Dimensions: 8" wide 36 1/2" high - (with 68" Headroom) With Hinged Acrylic Door	1	PLG
INTERIOR CABINET DOORS				PLG
24-10-4M00		Cabinet doors, Polycarbonate/Acrylic, Clear	1	PLG
24-15-1000	<	Handles, full length, sliding doors SAE J3058 Compliant	1	PLG
24-20-1000		Positive closure devices hinged doors	1	PLG
24-25-1000		Unistrut, interior cabinet shelves, "Mini"	1	PLG
ENTRANCE DOORS				PLG
24-30-2080	<	Ent. Door Panels, 3 section, Brushed Alum, Lowers, w/Chevron Design Brushed Aluminum Lower panel to replace diamond to accommodate Chevron Striping	1	PLG
24-30-V017	<	Side Entrance Door Trash can - 13QT rubbermaid Hoop style trash can holder mounted on inboard side of lower diamond plate door panel. Includes (1) Rubbermaid 13qt. trash can	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
ABOVE DOOR HEAD BUMPERS				PLG
24-35-0100		Side Door Head Bumper	1	PLG
24-35-0500		Rear Door Head Bumper	1	PLG
GRAB RAILS				PLG
25-10-2675		Safety Yellow Grab Rail, 120" length, over squad bench	1	PLG
25-10-2775		Safety Yellow Grab Rail, 120" length, over cot	1	PLG
25-10-3575	<	Grab rail, Yellow, L shaped, Facing Stepwell - (Requires a fwd Cabinet) Grab rail mounted on the "step area" side of the forward custom squad bench cabinet.	1	PLG
25-10-3800		Safety Yellow Grab rail, 18", at rear entrance doors, (2)	1	PLG
25-11-1C00		Grab rail, 45 deg, Safety Yellow, side entrance door, (1)	1	PLG
25-11-2200	>	Grab rail, 45 deg, Safety Yellow, rear entrance doors, (2)	1	PLG
SEAT BELTS				PLG
25-50-2000		Seat belt, attendant seat, Qty (1)	1	PLG
25-51-1100	< >	Patient restraint strap, squad bench, Qty (3), for use with six point seat belts Feasibility of this option is based on seat positions and options in squad bench face. Patient restraint straps are not provided on bench with length shorter than 72".	1	PLG
25-51-2021		(2) Six point Seat Belt Harnesses w/ Comfort Pads - Curbside Seating	1	PLG
25-51-2031		(1) Six point Seat Belt Harness w/ Comfort Pads - Street Side Seat	1	PLG
COT MOUNT and COT MODEL				PLG
26-35-1235	<	Power Load Install PL Supp Floor Plate, w/ Circuit, w/ Mini Rail Plate (SAE) Stryker Power Load Floor Plate All components provided by PL Custom. PL Custom will supply and install a Stryker Power Load Floor Plate and Mini Rail Plate. Includes charging circuit for use with Power Load fasteners. Circuit will remain Hot at all times. Includes cutout in the floor for the installation of a Mini Rail Plate.	1	PLG
I.V. HOLDER				PLG
26-50-1M10		Rubber I.V. holder, dual, recessed, over cot	1	PLG
26-50-2100		Rubber I.V. holder, dual, recessed, over squad bench	1	PLG
INTERIOR COLORS				PLG
27-10-1000		Ceiling, white Thermoplastic	1	PLG
27-10-1500		Upper Laminate - Fashion Grey D381-60	1	PLG
27-10-4200		Lower Laminate - Fashion Grey D381-60	1	PLG
INTERIOR UPHOLSTERY				PLG
27-20-5000		Upholstery, Flat-Seamless	1	PLG
27-20-5600		Upholstery Color: Gray	1	PLG
ATTENDANT SEAT				PLG
27-36-5540		Ash Gray Attn Seat, EVS 18806B, 6pt restraint, Child Seat, Vac Formed	1	PLG
27-37-0100		** Confirm Seat color** - GRAY is the vehicle upholstery color	1	PLG
FLOORING				PLG
27-52-4340		Loncoin II Flecks (disc), Moonstone Topseal (C157TS)	1	PLG
27-55-2000		Flooring rolled up side walls 3"	1	PLG
CAB CONSOLE				PLG
27-72-1010	<	Type I, Floor Mnt, switches, siren/radio - (2017+ F-Series) NOTE: (2) Cup holders are NOT included in the console. The cupholders are part of the map-box (See PDF)	1	PLG
27-75-0A00		**No Radio Cut-Outs to be provided at Position 1 in Cab Console**	1	PLG
27-75-2050	< >	Map Box, Type I, Behind Cab Console, (2) pockets - (2017+ F-Series) includes (1) lexan divider - See PDF	1	PLG
MISCELLANEOUS INTERIOR				PLG
28-40-1000		Wall protection, Stainless Steel, left side	1	PLG
28-40-2000		Wall protection, Stainless Steel, right side	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
28-45-1350	< >	Glove box holder for (3) Boxes, recessed -over Rear ent. doors Storage for (3) glove boxes over rear entrance door with a hinged, lexan door and front facing access holes. Fits: (3) *Boxes @ 9-5/8" x 5" x 3-1/8" ea. All rear-head bumper options are not feasible when this option is requested.	1	PLG
28-50-1000		Fasten Seat Belt/No Smoking Sign OXYGEN AND SUCTION	1	PLG PLG
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1	PLG
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1	PLG
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1	PLG
30-30-1000		Suction pump, electric, Sscor	1	PLG
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1	PLG
30-40-2500	< >	Oxygen Monitor, Digital LED, Amico Includes Qty (1) AMICO O2 regulator, with installed transducer	1	PLG
30-50-3005	< >	O2 Carrier, ZICO, Quick-Release Oxygen Tank Lift System With ZICO hand-held switch mounted in compartment. ZICO tank lift comes with hydraulic ram that can be "back driven." This prevents the ram from being damaged if it is extended, and the air ride is lowered	1	PLG
30-50-3850	<	***Attention: Please Specify Tank Letter Size used within this shop note Oxygen Tank Size is: _____ (example; M tank steel, M tank aluminum, H tank steel) This will allow the factory to preset the adjustable mounts for your customer. No selection will result in the mounts being set for an Aluminum M tank	1	PLG
30-80-1100	<	Wrench, Oxy Cylinder -(for EZE Loader) Oxygen wrench to be attached to compartment door	1	PLG
		ELECTRICAL		PLG
40-00-0500	<	Electrical System Warranty The Electrical System shall be warranted for the life of the unit, per the details in electrical warranty documents as long as the original purchaser shall own it.	1	PLG
		MULTIPLEX ELECTRICAL SYSTEM		PLG
40-20-1000		Multiplex Electrical System, CAN BUS Switches	1	PLG
		CAB SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM		PLG
40-22-1000		Voltmeter, Digital, Front switch panel (Shows battery voltage at all times)	1	PLG
40-22-1020		Low Voltage Alarm and Indicator (when voltage falls below 11.8V for 120 seconds)	1	PLG
40-22-1040		Battery On Indicator Light, front switch panel (illuminates with system power)	1	PLG
40-22-1060		Door Open Warning Indicator Light, front switch panel	1	PLG
40-22-1080		Door Open Display, LED Indicator in graphic overlay for each door when open	1	PLG
40-22-1100		Apply/Release Park Brake Warning Indicators in front switch panel	1	PLG
40-22-1120		Load Shed Indicator Light in front console (when system enters load shed mode)	1	PLG
40-22-1140		Audible Alarm in front console, door open, low voltage, park brake	1	PLG
40-22-1160		Load Management (shuts down lower priority loads during a low voltage situation)	1	PLG
40-22-1180		Front SW Panel, Siren Horn Transfer, single throw, ON: Siren, OFF: Horn	1	PLG
40-22-1220		Front SW Panel, HVAC Master ON/OFF, single throw	1	PLG
40-22-1240		Front SW Panel, Interior Lighting Master ON/OFF, single throw	1	PLG
40-22-1260		Front SW Panel, Back-up alarm cancel, single momentary	1	PLG
40-22-1300		Front SW Panel, Right Scene Lights ON/OFF, single throw	1	PLG
40-22-1320		Front SW Panel, Left Scene Lights ON/OFF, single throw	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
40-22-1340		Front SW Panel, Rear Scene Lights ON/OFF, single throw	1	PLG
40-22-S001	U	Front sw panel, left center flood light	1	
40-22-S002	U	Front sw panel, right center flood light	1	
REAR MAIN SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-23-1000		Rear Main Switch Panel Located in LSS Switch Pod	1	PLG
40-23-1040		Rear SW Panel, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
RIGHT FRONT CABINET SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-24-1000		Side Ent Door Switch, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
40-24-1020		Side Ent Door Switch, Right Scene Light Override, single momentary	1	PLG
40-24-1040		Side Ent Door Switch, Activates Interior Lights, 10 min timer, single momentary	1	PLG
LEFT REAR CABINET SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-25-1000		Rear Ent Door Switch, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
40-25-1020		Rear Ent Door Switch, Rear Scene Light Override, single momentary	1	PLG
RIGHT WALL SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-26-1020	<	Auxiliary Switch Panel, CAN BUS, (6) Switches <i>Unless specified elsewhere within this quote, the panel will be located on the curbside wall</i>	1	PLG
40-26-1040		Aux Panel, Left Dome High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1060		Aux Panel, Right Dome High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1080		Aux Panel, Rectangular Lights dbl momentary, UP: on/off, DOWN: no function	1	PLG
40-26-1120		Aux Panel, Oxygen, double momentary, UP: on/off, DOWN: no function	1	PLG
40-26-1140		Aux Panel, Exhaust High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1160		Aux Panel, Spare Switch, double momentary, UP: no function, DOWN: no function	1	PLG
CAB ELECTRICAL				PLG
41-10-0100		Alternator, Dual with 410 amp combined output, OEM Ford F-Series	1	PLG
41-20-0800		Batteries, Dual Ford OEM, 1500CCA -(under hood)	1	PLG
41-30-3600		Module Activation, Ignition Switch	1	PLG
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1	PLG
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1	PLG
42-25-6000	<	High Idle Activation, Ford OEM - F-Series <i>Activated by front console switch, requires park brake to be applied</i>	1	PLG
42-30-1200		Back-up alarm, w/ resetting cancel	1	PLG
42-60-2400		Air Horn, (2) Buell 1062, bumper valance mount , 1/4 hp compressor	1	PLG
42-60-4800		Air Horn activation, "Plunger Style" switch, drivers console	1	PLG
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1	PLG
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control <i>OEM door switches control cab & body doors.</i>	1	PLG
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK) <i>Located in front grille area. This switch location is KKK compliant</i>	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
42-65-3000	>	Keyless Entry Touch Pad, at Side Entr Door	1	PLG
EMERGENCY WARNING EQUIPMENT				PLG
SIREN				PLG
43-20-4G50	>	Siren, Whelen 295SLSA1, w/diag.	1	PLG
SIREN SPEAKERS				PLG
43-31-4310	< >	Thru Bumper Speakers, CPI SAD/P 3800 Series, (2) F-Series, 2023-on	1	PLG
Chassis equipped with OE fog lights will have fog lights removed and discarded to accommodate speaker mounting.				
FRONT LIGHT BAR				PLG
43-40-0500	-No front Lightbar required-		1	PLG
REAR LIGHT BAR				PLG
43-50-1000	-No rear Lightbar required-		1	PLG
43-51-V011	<	Whelen Traffic Advisor Control Head Only for (5) Rear Lights	1	PLG
Traffic Advisor head to control rear LED Lights. Lights are to flash in rapid random flash pattern when Emergency lights are on and Traffic Advisor head is off. Traffic Advisor head is to override flashing pattern when turned on.				
Whelen Traffic Advisor Control Head Only for (5) Rear Lights				
CAB MOUNTED LIGHTS				PLG
43-68-A200	>	Whelen Independent CAB Flashing Lights, CLEAR Lens package	1	PLG
43-68-A210	**	(4) Whelen ION Grille Lights Package	1	PLG
43-71-1440	< >	(2) Upper Whelen T-Ser. LED Grille Light-(1)Red (1)White, CLEAR LENS, Cr Flange	1	PLG
Please state which color in which location:				
Upper pass-side color: _White_				
Upper driver-side color: _Red_				
43-71-1624	<	*** Flange & Backing Plate included with T-Series Light ***	1	PLG
Backing Plate Required for mounting in grille				
43-71-3340	< >	(2) Lower Whelen T-Ser. LED Grille Light-(1)Red (1)White, CLEAR LENS, Cr Flange	1	PLG
Please state which color in which location:				
Lower pass-side color: _Red_				
Lower driver-side color: _White_				
43-71-3628	<	*** Flange & Backing Plate included with T-Series Light ***	1	PLG
Backing Plate Required for mounting in grille				
43-71-4500		(2) Whelen T-Series LED Fender Light, Red, CLEAR LENS, Chrome Flange	1	PLG
43-71-7501	<	*** Flange included with T-Series Light ***	1	PLG
No Fender Flange Provided				
43-72-V087	<	Tracer Lights, Cab Runing Boards, Red/White DUO (WCX)	1	PLG
WCX (WECAN control) 4 module tracer, (1) each side				
Will flash red/white in emergency mode				
All lights illuminate white steady when cab door is opened				
BODY LIGHTING -(Full Catalog PDF here)>				PLG
FRONT BODY VEHICLE LIGHTS -(Non-Emergency)				PLG
43-A1-1700		(2) M6-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1	PLG
43-A2-0050		* FRONT BODY LIGHTING -w/NO LIGHTBAR (PDF>)	1	PLG
43-A2-0250	<	** (7) Front Upper Lights & Directionals	1	PLG
The (4) lights, outboard of the Center light position, shall operate from (1) console switch.				

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PART NO	S	DESCRIPTION	QTY	ID
43-A4-2440		*** M9 -Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1	PLG
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher - Non Synchronized All lightheades are flashed randomly using internal flashing program, without light to light synchronization.	1	PLG
43-A5-0060	<	Flashing Lights pattern- "Signal Alert 75" new std. 2/6/26) Whelen Default flash pattern Applicable only when "independent flash" is selected Split Lights will be set to "signal Alert 75 left/right" to avoid simultaneous flashing of side by side colors	1	PLG
	>	FRONT BODY WARNING LIGHTS		PLG
43-A7-1100	<	All Whelen M9 Flanges, Chrome -(M9FC) M9 vehicle lights shall be equipped with a Whelen M9FC Chrome flange	1	PLG
43-B0-A250	< >	M9-Whelen, Split Sup-LED, Red/White, Front - (Loc: F1) M-series split lights cannot be dimmed	1	PLG
43-B0-A900		M9-Whelen, Sup-LED, Red, Front - (Loc: F2)	1	PLG
43-B0-B400	< >	M9-Whelen, Split, Sup-LED, Red/White, Front - (Loc: F3) M-series split lights cannot be dimmed	1	PLG
43-B0-B550		M9-Whelen, Sup-LED, Red, Front - (Loc: F4)	1	PLG
43-B0-C750	< >	M9-Whelen, Split, Sup-LED, Red/White, Front - (Loc: F5) M-series split lights cannot be dimmed	1	PLG
43-B0-C850		M9-Whelen, Sup-LED, Red, Front - (Loc: F6)	1	PLG
43-B0-D350	< >	M9-Whelen, Split Sup-LED, Red/White, Front - (Loc: F7) M-series split lights cannot be dimmed	1	PLG
		M9 -Whelen Primary Side Light package-(Clear Lens) (PDF>)		PLG
43-F0-C250	< >	M9-Whelen, Split, Sup-LED, Red/ White, Left Side - (Loc: LS1) M-series split lights cannot be dimmed	1	PLG
43-F0-D250	< >	M9-Whelen, Split, Sup-LED, Red/White, Left Side - (Loc: LS4) M-series split lights cannot be dimmed	1	PLG
43-F4-C250	< >	M9-Whelen, Split, Sup-LED, Red/ White, Right Side - (Loc: RS1) M-series split lights cannot be dimmed	1	PLG
43-F4-D250	< >	M9-Whelen, Split, Sup-LED, Red/White, Right Side - (Loc: RS4) M-series split lights cannot be dimmed	1	PLG
		REAR BODY WARNING (Flashing) LIGHTS		PLG
43-H1-0500		**M9 -Whelen Independent, Rear Body Flashing Lights - CLEAR Lens	1	PLG
		M9 -REAR LIGHT LAYOUT -(No Lightbar or Traffic Advisor) (PDF>)		PLG
43-H5-C120		(3) Rear Upper Lights & (2) Window Level Lights	1	PLG
43-S1-0250	< >	M9-Whelen, Split, Sup-LED, Red/White, Rear - (Loc: R1) M-series split lights cannot be dimmed	1	PLG
43-S1-2000	< >	M9-Whelen, Split, Sup-LED, Red/White, Rear - (Loc: R7) M-series split lights cannot be dimmed	1	PLG
		M9 -Rear Lights at Window Level		PLG
43-S1-C350		M9-Whelen Sup-LED, Red, Rear - (Loc: R10B)	1	PLG
43-S1-D100		M9-Whelen Sup-LED, Red, Rear - (Loc: R11B)	1	PLG
43-S6-V002	<	7x3 Whelen---Rear upper and lower lights --SOPR (R2 Upper) - 7x3 whelen - Amber light (R2 Lower) - 7x3 whelen - Scene Light (R3 Upper) - 7x3 whelen - Amber light	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
		(R3 Lower) - 7x3 whelen - Red light		
		(R4 Upper) - 7x3 whelen - Amber light		
		(R4 Lower) - 7x3 whelen - Amber light		
		(R5 Upper) - 7x3 whelen - Amber light		
		(R5 Lower) - 7x3 whelen - Red light		
		(R6 Upper) - 7x3 whelen - Amber light		
		(R6 Lower) - 7x3 whelen - Scene light		
43-T5-1200		*** Side Body Flashing Lights, Over Rear Wheel Package	1	PLG
43-T5-1930		M7 -Whelen, Red, Super LED, w/Flange, (2) Over Rear Wheel, CLEAR LENS	1	PLG
43-T5-3680	< >	Whelen T-Series DUO LED Lights (10) Red/White - In "C" Channel Rub-Rails Five on each side; (3) in Front Rub Rail, (2) in Rear Rub Rail, Whelen TLI2D DUO Red/White with Clear Lens & TIONFC Chrome Flange.	1	PLG
		Full light (not split) will alternate flash between Red & White. Lights will flash R-W-R-W-R then W-R-W-R-W		
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti Lights are active anytime power is on and doors are open	1	PLG
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation Lights are active anytime power is on and doors are open	1	PLG
43-T6-2400	< >	Safety Lts Compt, 4" round, Amber, LED Rear Facing Doors, ea Safety lights to operate independently with each compartment door open and master battery switch on.	5	PLG
		Qty: (5), Loc: Compartments "A", "B", "C", "D", and "E"		
		REAR NON-EMERGENCY LIGHTS		PLG
44-10-1500	< >	Stop/Tail and Turn Signal-Light heads with clear lenses Exterior vehicle Rear Stop/Tail & Turn light heads will have Clear Lenses.	1	PLG
44-26-0150		Stop/Tail, (2) M6 -Whelen Super LED -(clear Lens) w/Flange	1	PLG
44-26-0300		Back-up, (2) M6 - Whelen Super LED w/Flange	1	PLG
44-26-0550		Directional, (2) Whelen M6 Super LED -(clear Lens) Populated Arrow	1	PLG
		AUXILIARY NON-EMERGENCY LIGHTS		PLG
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1	PLG
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1	PLG
44-30-4200	<	Rear Step Bumper, 4" LED Lights (2) Lights: Whelen 2G LED	1	PLG
44-30-5500		Running Board Illum Lights, (2) , Heavy Duty LED 4" Recessed	1	PLG
44-35-1000	< >	Rear Red Flasher/Brake Light Priority - (Rear Uppermost Lights) For Lights located in the upper most portion of the body Not available with CENCOM	1	PLG
		FLOOD LIGHTS		PLG
44-50-22B0		(2) M9 - Whelen, Super LED Scenelight, (2) , Left side-(Loc:LS2, LS3)	1	PLG
44-50-24B0		(2) M9 - Whelen, Super LED Scenelight, (2) , Right side-(Loc:RS2, RS3)	1	PLG
44-50-6550	<	Add'nl - Whelen Pioneer Plus Floods(PFP1) - (1) Lft. (1) Rt Location: centered left and right side of truck These lights will operate on an independent switch.	1	PLG
44-50-7000		20" Hi-Viz 15 LED Mini Brow Light White, Front Body Condenser Mounted	1	PLG
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1	PLG
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
CLIMATE CONTROL				PLG
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1	PLG
45-30-6000		HVAC, Center Ducted System	1	PLG
45-30-6010		Clima-Tech HVAC Control System and Evaporator	1	PLG
45-30-6100		Front Body Condenser	1	PLG
45-30-6110		Front Body Condenser Housing	1	PLG
45-30-6P00		Classic SuperCool, Independent Aux Compressor	1	PLG
45-35-1100		Auxiliary Coolant Pump Climate Control System	1	PLG
45-35-V037	<	110v/12v Evap unit Right Front Cabinet (E, F, Titan) A standalone auxiliary evaporator unit shall be installed in the right front upper cabinet. The heat core will not be plumbed but the 110V electrical heat coil will be connected. The evaporator shall be controlled by its own thermostat located on the right front cabinet . The Thermostat will allow for a preset temperature. When the ambient air reaches the preset temperature, the unit will turn off. This unit will also operate off of an independent 110v shoreline via an auxiliary 110V compressor and condenser underbody mounted.	1	PLG
45-35-V039	<	Tie 12V Core Into Independent AC System A standalone auxiliary evaporator installed in the right front upper cabinet will be tied into the center ducted SuperCool System. Replaces Aux AC Compressor with TM21, Chassis must be evaluated. If connected to a system using the Climatech Control system, normal Climatech functions may be limited.	1	PLG
CEILING CONFIGURATION				PLG
45-99-0100		Ceiling Configuration for 6 Dome Lights, 4 Rectangular Lights & 2 Speakers	1	PLG
INTERIOR LIGHTS				PLG
46-10-1L00		(6) Dome Lights, Whelen Multi -LED, Hi-Lo, Qty (#80C0EHCR)	1	PLG
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1	PLG
46-10-4010	<	Tecniq E41 Strip Lights, Ceiling Raceway, Blue Tecniq E41 LED strip lights shall be mounted the length of the raceway, both sides. Lights will be controlled by a single switch in the rear main switch panel.	1	PLG
EXTERIOR COMPARTMENT LIGHTS				PLG
46-20-1075	<	Lights, Ext. Compartments, TecNiq LED E44 Strip Lights (Vertical Linear Lights)	1	PLG
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1	PLG
AUXILIARY INTERIOR LIGHTING				PLG
46-20-2000		Heavy Duty LED panel Light, (Life Support Station Area)	1	PLG
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1	PLG
46-20-4100	<	Whelen PSRASXCR - Brake/Tail/Turn - Interior, Above Rear Doors Mounted above rear entry doors	1	PLG
46-25-1000	< >	Interior Cabinet Lights, TecNiq E44 LED Strip Lights, White Specify individual cabinets requiring lights (do not list "all") Splint Cabinet Left rear upper Left rear middle LSS Upper Cabinet head of LSS RFC Lower	6	PLG
46-30-1100		Stepwell Light, LED, Located at Side Entrance Door	1	PLG
46-40-1P00		TecNiq E30, 42 LED Rectangular Ceiling Lights Qty (4)	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
46-40-4000		Rectangular Lights on "Checkout" Timer Circuit	1	PLG
46-50-1000		Dome Light Switch, (1) Left, (1) Right	1	PLG
CHARGING PORTS				PLG
47-20-1000		Charging Ports, Combo 12V/USB-A/C, Loc: LSS Wall	1	PLG
47-20-2000		Charging Ports, Combo 12V/USB-A/C, Loc: Right Front In/out	1	PLG
47-50-2P20	< >	USB-A/C Dual Port, 63W, Kussmaul 091-264, installed in Cab Switch Panel For USB charging, Hot with body power or shoreline Max Output: 45 Watts (USB-C) / 18 Watts (USB-A) Will occupy one switch space.	1	PLG
47-50-2P30	< >	USB-A/C Dual Port, 63W, Kussmaul 091-264, installed in Rear Main Switch Panel For USB charging, Hot with body power or shoreline Max Output: 45 Watts (USB-C) / 18 Watts (USB-A) Will occupy one switch space.	1	PLG
ANTENNA/COMMUNICATION RADIO				PLG
47-60-0300	<	(3) Antenna Leads, Body Roof - (See PDF) Unless otherwise specified, lead will route to: (1) Front console (1) LSS (1) Behind Driver's Seat	1	PLG
47-60-6200	< >	Radio Power Lead, Rear Main Switch Panel Includes: (1) Red 10 gauge marked radio 12 volt Hot, 30 amp, (1) Black 10 gauge marked radio ground, (1) Orange 12 gauge marked 12 volt switched, 20 amp.	1	PLG
47-60-6500	< >	Radio Power Lead 30 Amp, 10 ga. Cab Console Includes: (1) 12 volt Hot wire with 30 amp circuit protection, (1) 12 volt switched wire with 20 amp circuit protection.	1	PLG
47-60-7000	< >	Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG
MISCELLANEOUS 12 VOLT ELECTRICAL				PLG
48-15-1885	<	FRC In View 360 HD Camera System (Black Housing) with DVR, Interior Camera Includes 5 HD cameras Camera locations: (1) front grille, (1) rear body, (2) side body -one per side, (1) interior camera to be located on the front head bumper. ECU location: Behind Driver's Seat. GPS Receiver: On top of dash. The system shall provide split video feed with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation. It shall also feature a switch module that allows the operator to override the default camera view. View and Event buttons will be installed on front switch panel. The system has a built-in DVR for recording. (SD card not included)	1	PLG
48-20-2000	>	Speakers w/ On/Off Control Rear Sw Panel	1	PLG
48-50-3050	<	Intellitec, Clock over rear doors i/l/o LSS Location: Above rear entry doors, centered on rear headbumper	1	PLG
48-60-3700		Liquid Spring Control Left Rear Door Open w/ Override switch	1	PLG
48-60-3720	<	Liquid Spring Control Side Entrance Door with override switch (Front suspension) Override switch at side door, will prevent side door from lowering front/ rear suspension	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
48-80-5000	< >	12 Volt Portable Equipment Charging Lead, Behind Drivers Seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the driver's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the driver's seat with 6ft lead. Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5020	< >	12 Volt Portable Equipment Charging Lead, Front Console The vehicle shall be pre-wired with a 12 volt HOT power lead terminating inside the cab front console. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Inside the cab front console with 6ft lead. Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5050	<	Power lead, dedicated for Knox Box or Medvault fused at 5 amps, hot at all times PL will provide a dedicated wire fused at 5 amps, wired to Knox Box/ Medvault Location. Wire will be Hot at all times. right front cabinet	1	PLG
48-80-5060	< >	12 Volt Portable Equipment Charging Lead, Exterior Compartment "B" The vehicle shall be pre-wired with a 12 volt HOT power lead terminating in the exterior compartment "B". The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Upper Rear Right Corner of compartment with 6ft lead exposed in the compartment. Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5090	< >	12 Volt Portable Equipment Charging Lead, Interior Other The vehicle shall be pre-wired with a 12 volt HOT power lead terminating in the specified location. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Front Header patient module - for Sentinel 300 air ionizer system Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
ELECTRICAL 115 VOLT AC				PLG
51-00-2020		Shoreline, Super Auto-Eject, 20 amp, RED	1	PLG
51-05-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG
51-30-2000	<	Shoreline / Battery Charging Status Display Kussmaul Auto Charge Status Center Battery Voltage shown on 3-digit LED Display (4) Status LED Indicators for: HIGH VOLTAGE FULLY CHARGED CHARGING LOW VOLTAGE	1	PLG
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
SHORELINE (SECONDARY)				PLG
51-50-2030		Shoreline, 20amp Auto-Eject ,Dedicated to 110/12 Volt Heat/AC Unit, BLUE	1	PLG
51-55-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG
51-57-1000	<	Shoreline Single Indicator Light	1	PLG
		Shoreline - Amber Indicator		
52-10-1200		Hospital Grade Lighted Outlet, Location: L/S/S Wall	1	PLG
52-10-2500		Delete Hospital Grade Lighted Outlet, Location: Left Rear	1	PLG
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1	PLG
BATTERY CHARGER / INVERTER CHARGER				PLG
55-10-1225	< >	Inverter/ Charger,Vanner LSC12-1100 Pure Sine Inverter/ 55A Battery Charger	1	PLG
		Deletes standard battery charger		
		Deletes GFCI receptacle at LSS (GFCI is integral to inverter)		
		Includes activation switch in rear switch panel (Standard Electric)) or Button on rear Vista Screen (VMUX Electric)		
PAINT LUSTRE				PLG
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1	PLG
60-00-0007		Paint Adhesion Testing	1	PLG
BODY AND CAB PRIMARY PAINT				PLG
60-10-0210		*Body and Cab Same Single Color	1	PLG
60-10-1800	<	**Modular Body Paint Color Other Than Unit Standard White	1	PLG
		Provide Paint Code_FRD11:PQ_		
60-10-1995	< >	Paint Rear Body Primary Color Only (for Chevron Application)	1	PLG
		Note: With "Chevron" striping selected, the rear of the vehicle will be painted, the solid single, primary color. -(for Chevron application)-		
60-13-0900	<	Modular Body Paint Color Red	1	PLG
		Provide Paint Code__FRD11:PQ__		
60-15-0850	S < >	*OEM Standard Chassis Color -order other than white	1	PLG
		NOT ALL PAINT COLORS AVAILABLE FROM CHASSIS MANUFACTURER. -		
		Check current OEM paint color chart. CHECK WITH PL FACTORY ON		
		AVAILABILITY.		
		(Price to be adjusted when the factory verifies the Chassis can be ordered in color specified)		
60-15-1492	<	***Indicate here: Chassis OEM (non-white) color	1	PLG
		INPUT: OEM Chassis Color:___RACE RED_____		
		INPUT: OEM Chassis Color Code:___FRD11:PQ__		
ADDITIONAL VEHICLE PAINT, SECONDARY				PLG
61-05-0005		>>>>Choose additional paint required>>>>	1	PLG
61-80-2210		Polycoated Compt & Entr Door Sills, Compt Floors, Area Behind Rub Rails	1	PLG
		(*Note*)		
65-50-4020	< >	Reflective White Tape Stripe, 3/4" Outline, on interior of Entrance Doors	1	PLG
		Reflective White 3/4" Outline		
		This provides the 60 sq.inch required for both general safety and KKK.		
REFLECTIVE CHEVRONS				PLG
65-65-0300	>	Dia Grade 6" Chevron Rear Body +Upper CTR panel, no doors. Red /Fluor Yellow-Grn	1	PLG
65-65-2086	<	Dia. Grade Chevron Design, Inverted "V", (Red/Fluor,Yellow-Green), Compt. Panels	1	PLG
		Diamond Grade Chevron Design, all Inner Compartment Door Panels		
65-65-3110	<	Dia.Grade Chevron Design, Inverted "V", (Red/Fluor.Yellow-Green) Ent. Doors	1	PLG
		Diamond Grade Chevron Design, all Lower Entrance Door Panels		

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PART NO	S	DESCRIPTION	QTY	ID
TECHNICAL RADIO INSTALLATION				PLG
70-10-0500		No Technical Radio Installation	1	PLG
CHASSIS EQUIPMENT				PLG
75-10-1S00		Stainless Steel Wheel Inserts F- 08+, with -19" wheel	1	PLG
75-30-1100	<	Liquid Spring Suspension System (F550) Liq Spring for F550 with 18,000 GVW - DS147FS3	1	PLG
75-30-2900	< >	Liquid Spring Suspension, Front Axle, Ford F450/F550 Front System requires rear Liquid Spring suspension. As per Liquid Spring, The left rear door activation will lower the rear suspension only. Even when a vehicle is equipped with both front and rear Liquid Spring suspensions. The Liquid Spring suspension will be lowered, front and rear, by a dedicated pin switch in the side door with an override switch located at the side door.	1	PLG
75-45-3550	>	Reserve Air Tank 5 Gallon	1	PLG
75-55-1200	<	Mirrors, Ford OEM F-Series Trailer Tow w/Power-Heated Glass Include Integrated clearance lights and turn signals.	1	PLG
75-60-1000		Mud Flaps, Rear, Light Duty Chassis	1	PLG
75-95-2500		Ford Series Front End-Caster Camber Align	1	PLG
EQUIPMENT				PLG
80-43-7000	<	Bottle Bracket, Dual, Cast Products Duramount Model OA1205 (D Bottle) Model QA1205-DUAL-D-1 Located in the recessed stepwell area Qty (1)	1	PLG
80-50-1000		Prep, Clean & Detail Vehicle for Delivery	1	PLG
CHASSIS				PLG
95-10-010A	<	** Chassis Model Year is not currently available to order Estimated pricing only Pricing and specs subject to change chassis is available.	1	PLG
95-12-255L	<	2025 FORD F550-Super Duty, 4x4, 108" CA, XLT - Diesel Ford F550 Chassis Cab Four Wheel Drive Wheelbase 193" - 108" CA Dual Rear G.V.W. 18,000 lbs. Powertrain/Functional: Engine: 6.7L "Powerstroke" Turbo Diesel V8 300 hp @2800 RPM, 660 lbs torque @1600 RPM Single Stage Turbo Charger Instant Start Glow Plugs for quick engine starts Diesel Emissions Fluid 6 gallon tank - mounted behind frame rail on drivers side Intelligent Oil Life Monitor Engine block heater Water Pump with 125 gallons per minute flow rate Transmission: Heavy Duty "TorqShift" Ten Speed Automatic with selectable drive modes; Normal, Tow Haul, Eco, Deep Sand/Snow Electronic Shift on the Fly with automatic locking front hubs with manual override. Brakes - 4 wheel Anti-lock Braking System Traction Control - DRW Models Fuel Capacity: 40 gallon single tank (aft axle) Front Axle: 7,000 lb. Monobeam, Dana Super 60	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
		Rear Axle: 13,660lb. Full Floating Dana S110		
		Suspension:		
		Heavy Duty Front Coil Springs		
		Rear Leaf Springs, main & auxiliary		
		Shock absorbers, front & rear 1.38"		
		Stabilizer bar, front and rear		
		Power Steering		
		Steering Damper		
		Instrumentation: multifunction switch message center -		
		Gauges: Oil Pressure, Coolant Temperature, Trans Temp,		
		w/Indicator Lights, Tachometer, Trip Odometer, Turbo boost,		
		water in fuel warning light, low/contaminated diesel exhaust		
		fluid warning lights, glow plug preheat indicator		
		Ambulance Prep Package with EPA Special Emergency Vehicle Emissions - 47L		
		Engine Calibration significantly reduces the possibility of depower mode when in		
		stationary PTO mode		
		Operator Commanded regen allowed down to 30% of DPF filter full instead of 100%		
		Stationary elevated idle control (SEIC) is built into the engine control module		
		Must meet definition of Emergency Vehicle; ambulance or fire truck in the federal		
		register		
		Rear axle 4.10 Limited Slip		
		Dual OEM HD Alternators (total 410 amps) 67B		
		Dual 750 CCA Batteries		
		Operated Commanded Regeneration (OCR) #98R		
		Safety/Security:		
		Driver/Passenger frontal and side air bag/curtain		
		Passenger side air bag deactivation switch		
		Belt-Minder - chime & flashing warning light on instrument panel if belts not buckled		
		Safety Belts - color coordinated with height adjustment (front outboard seating		
		positions only)		
		SOS Post-Crash Alert System		
		Securi-lock Anti Theft Ignition		
		Tires:		
		Front & Rear LT225/70R 19.5G All Position (6) #THB		
		Spare Tire: LT225/70R 19.5G (All Position)		
		Wheels; 10 hole Disc, 19.5" x 6" Steel		
		Exterior Trim:		
		Dual Electric Horns		
		Chrome Front Bumper & Grille Surround		
		Front Tow Hooks		
		Lights - roof/marker clearance lights		
		Dual Beam Jewel Effect Headlights		
		High Mount Stop Light		
		Mirrors: Black POWER Telescoping Trailer Tow with		
		Power Heated Glass, Integrated clearance lights,		
		Turn signals, LED security approach lights,		
		Utility lighting System (LED side mirror spotlights) #54F		
		XLT Interior Cab Trim: #663A		
		Air Conditioning		
		Cloth Headliner, Map Pockets		

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PART NO	S	DESCRIPTION	QTY	ID
		AM/FM Radio w /MP3		
		SYNC 4		
		4.2" LCD Productivity Screen in IPC (Instrument Panel Cluster)		
		8" LCD Touchscreen with Swipe Capability in DASH		
		Overhead Console with dual storage bin and map lights		
		Outside Temperature Display		
		Interval Windshield Wipers		
		Tilt Steering Wheel/Speed Control - steering wheel mounted		
		Power Windows/Door Locks		
		Black Vinyl Floor (No Floor Mats)		
		Headlights on audible alarm		
		Dual overhead Map Light		
		Daytime Running Lights		
		Front seats, high series cloth - 40/20/40 #3S		
		Driver Assist Technology		
		Audible Lane Departure Warning		
		Pre-Collision Assist with Automatic Emergency Braking and forward collision warning		
		Automatic High Beam Headlights		
		Color Scheme:		
		Exterior Color: Oxford White #Z1		
		Interior Color: MEDIUM DARK SLATE		
95-12-6100	< >	F450/F550 Aluminum Wheels Option (#64D) This option, when selected, takes precedence over the option in the standard chassis spec: WHEELS; 10 HOLE DISC, 19.5" x 6" POLISHED ALUMINUM #64D REQUIRES SPECIAL ORDER CHASSIS	1	PLG
95-12-6151	< >	F350/F450/F550 OEM Race Red (PQ) This option, when selected, takes precedence over the option in the standard chassis spec: OEM Race Red REQUIRES SPECIAL ORDER CHASSIS	1	PLG
96-10-4099	>>>	Chassis special ordered to match body color, SOPR chassis required<<<	1	PLG
96-32-1500		Fuel "Full Tank" -F-Series	1	PLG

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PL. CUSTOM
BODY AND EQUIPMENT CO., INC.
1946 - 2026

Chief Eric Ferrari
District Fire Department

DATE: 4/29/2026

Thank you for considering South Florida Emergency Vehicles and PL Custom Emergency Vehicles as your next rescue provider. We are pleased to provide the following proposal.

QUANTITY	PRODUCT DESCRIPTION	PRICE
1	PL Custom Classic Type I TITAN Medium Duty Ambulance built on a 2026 Freightliner M2+ Diesel chassis w 176" L Module 75" Headroom – Pricing is based off Sourcewell Contract # 122123 – MODEL # PLC18 per the attached specifications and drawings. Central Florida Tourism Oversight District's Sourcewell Acct # 126186 * Price includes SFEV install of customer supplied Stryker Powerload cot system * Price includes SFEV supply/install customer graphics – includes 4 number placards * Price includes factory pre-wire of power source (3) and antennas (3) for customer supplied/installed radios. *Price incl all travel expenses for up to 2 dept. personnel to PL Custom for final inspection Vehicle(s) approximate delivery to customer: SEE PAGE 2 FOR DELIVERY SCHEDULE and FULL TERMS AND CONDITIONS. Proposal valid for 60 days. Per Sourcewell contract # 122123 MODEL # PLC18, a 5% Sourcewell discount off MSRP has been provided on the base vehicle contract price and all upgrades added. *The proposal price is for NET 30 DAY TERMS. A \$15,000.00 discount PER VEHICLE can be taken IF PAID AT DELIVERY. Should the customer elect to pay 50% of the sales price within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied	*\$562,700.00 ea.
	Sales Price Less \$15k Discount	\$547,700.00 ea.
	TOTAL FOR 2 VEHICLES	\$1,095,400.00
	50% payment due within 30 days of PO acceptance	\$547,700.00
	BALANCE DUE AT DELIVERY	\$547,700.00

Kevin Burke

Kevin Burke
Ambulance / SFEV Brush Truck Sale
kburke@sflev.com

Exhibit A - Contractor Proposal
SFEV TERMS AND CONDITIONS

The unit(s) shall be manufactured completely in accordance with the attached proposal and based on the approximate delivery schedule as listed below subject to delays from all causes beyond our control.

Estimated Delivery per PL Custom Job Production Numbers

4803 – 3rd qtr 2027

4806 – 3rd qtr 2027

Pricing is based on Net-30-day payment terms. **If payment is made at the time of delivery, a discount of \$15,000 is available.**

Should Customer elect to pay 50% within 30 days of PO acceptance by SFEV and the remaining balance upon final delivery, the pay at delivery \$15,000.00 discount will be applied with a payment due of \$547,700.00. A balance of \$547,700.00 will be due upon final delivery.

If payment is not made within 30 days of delivery, South Florida Emergency Vehicles (SFEV) reserves the right to charge 1% per month of the outstanding balance as outlined in the Florida Prompt Payment Act, Title XIV, Section 218, Part VII of the Florida Statutes popularly named “Local Government Prompt Payment Act”.

The SFEV payment terms supersede any payment terms or conditions as contained in the buyers’ purchase orders or contracts.

Purchase orders and payments are direct with South Florida Emergency Vehicles



District Fire Department
Eric Ferrari, Chief
Lake Buena Vista, FL 32830

April 29, 2026

Dear Chief Ferrari:

Our authorized dealer, South Florida Emergency Vehicles (SFEV), has asked me to provide a document assuring compliance with the Sourcewell requirements in our awarded contract, #122123-PLC. The quote that Kevin Burke has provided to you, dated April 29, 2026, is indeed compliant with the Sourcewell guidelines as set forth in the above noted contract.

To reiterate, his proposal included:

- Final inspection trip to PL Custom Emergency Vehicles in Manasquan, NJ, for two department personnel.
- Utilizing Sourcewell Contract #122123-PLC
- Product ID PLC18 – TITAN Type I Med Duty
- Central Florida Tourism Oversight District's Sourcewell Account #126186

We can offer this unit for a price of \$562,700.00. A 5% discount was provided off the base price and all upgrades. This estimate is good for 60 days. After 60 days please contact Kevin Burke for an update. Note:

- A \$1,000 chassis pre-payment discount is available upon request.
- Pricing is based on the specifications provided to you in SFEV's proposal dated 4/29/26.
- Estimated delivery is in 3rd qtr 2027.

On behalf of both PL Custom Emergency Vehicles and South Florida Emergency Vehicles, we look forward to working with the District Fire Department. As always, if you have any questions about this information that I have given you, feel free to contact me directly.

Very truly yours,

Chad Newsome
Vice President of Sales
P.L. Custom Body and Equipment Co., Inc.

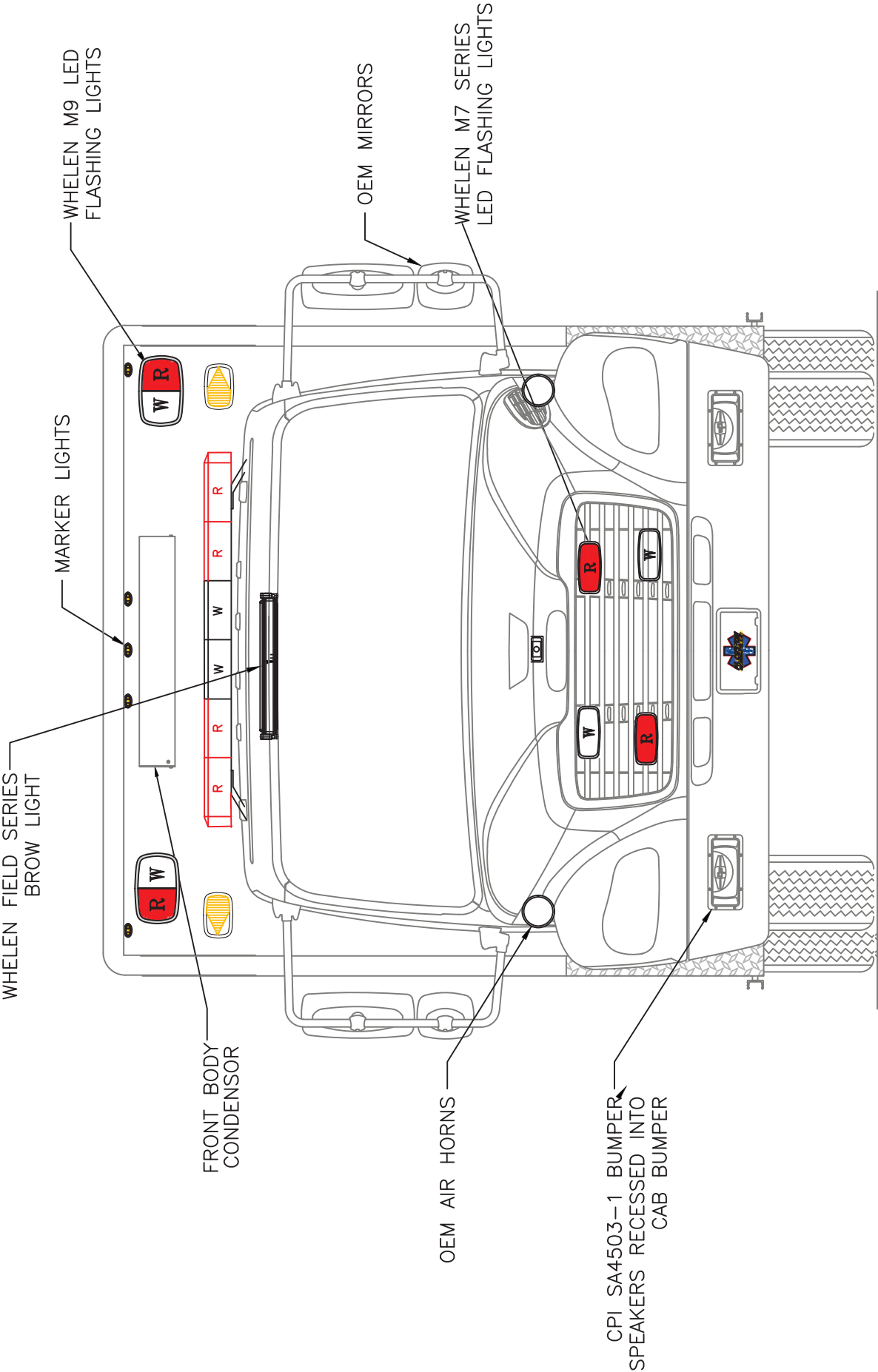


CUSTOM DESIGNED FOR DISTRICT FIRE 176" BODY 75" HR BY P.L. CUSTOM EMERGENCY VEHICLES

- A7396



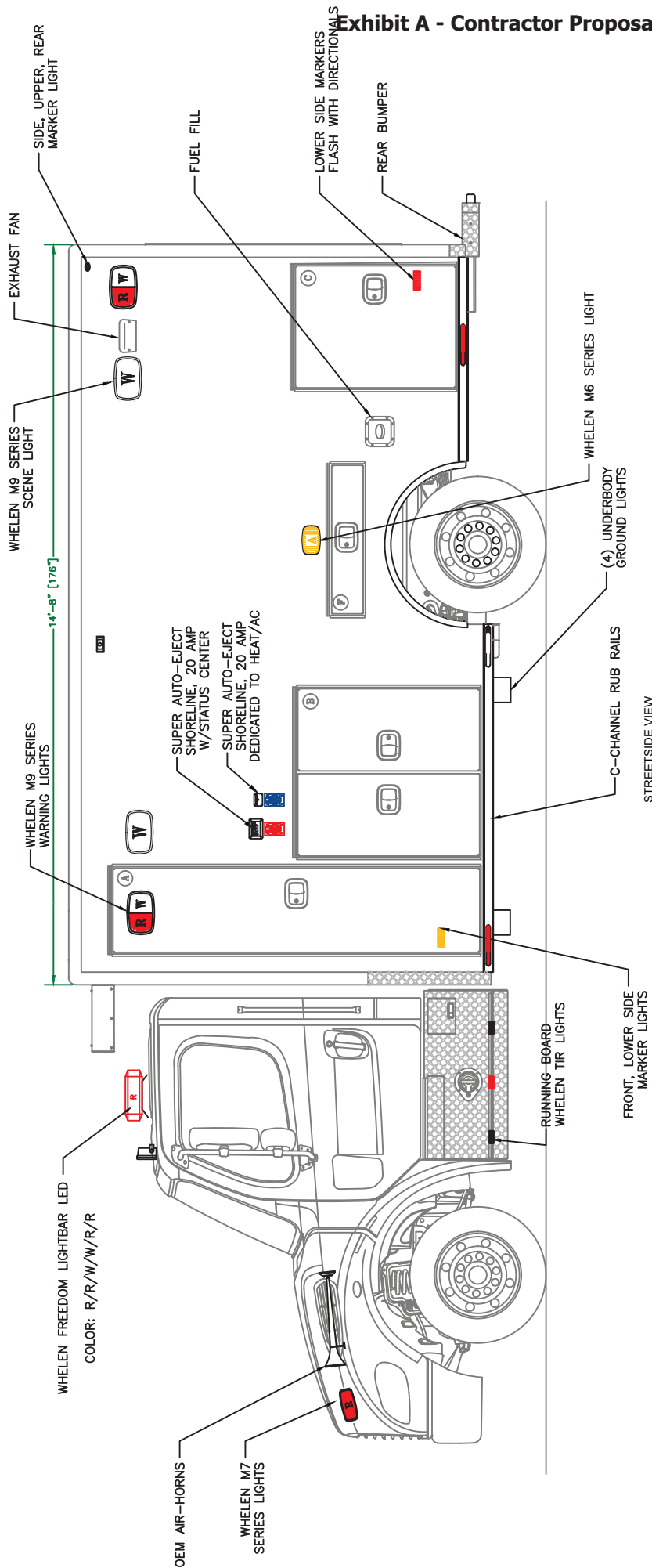
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FRONT VIEW



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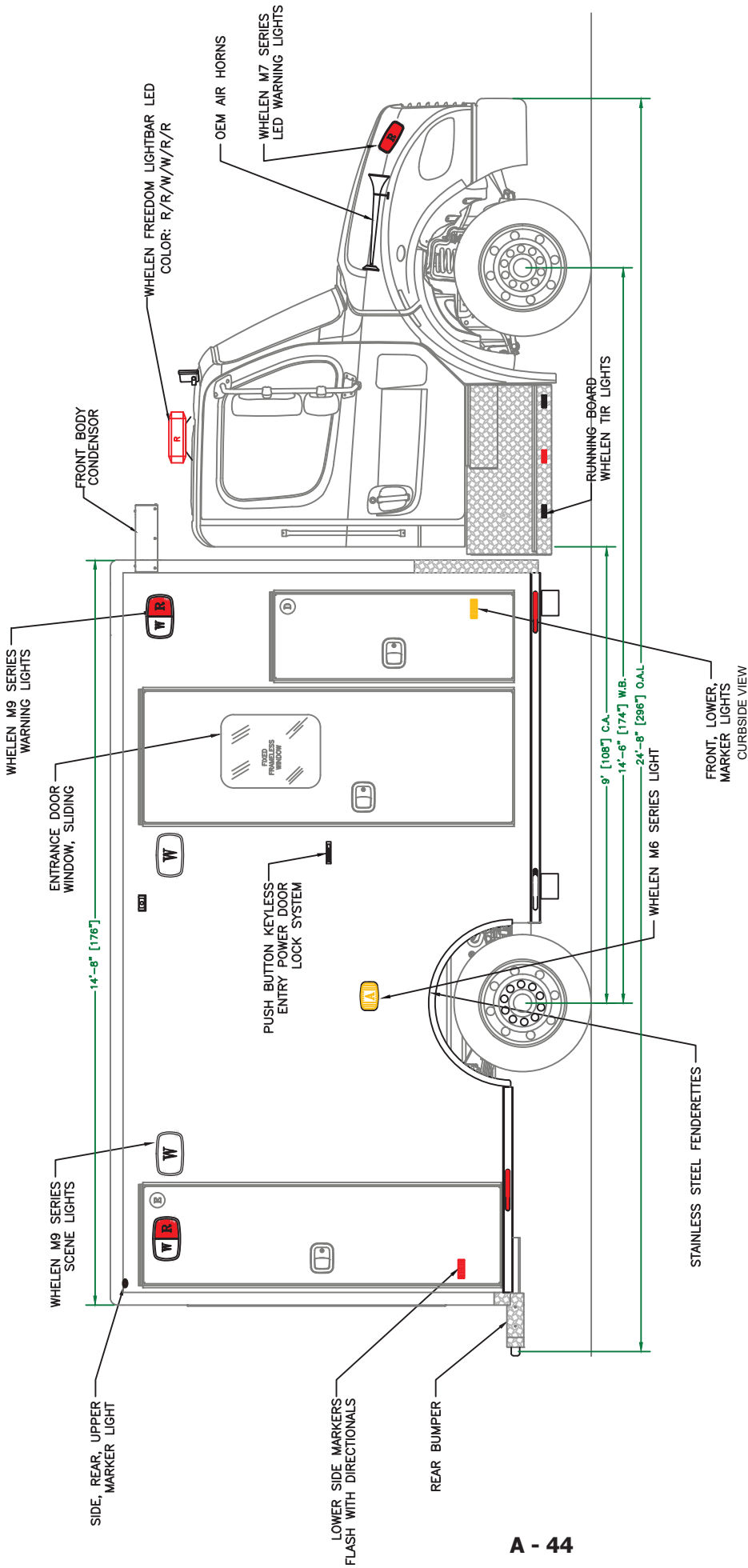
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- 5.) DIMENSIONS FOR OVERALL HEIGHT AND OVERALL LENGTH ARE APPROXIMATE UNTIL THE CHASSIS IS BUILT AND RECEIVED AT OUR FACTORY.

OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
	WIDTH	HEIGHT	DEPTH
(A)	20	89	21 3/4
(B)	43 3/8	45	21 3/4
(C)	31	39	21 3/4
	PURPOSE		
	OXYGEN STORAGE		
	EXTERIOR STORAGE		
	EXTERIOR STORAGE		



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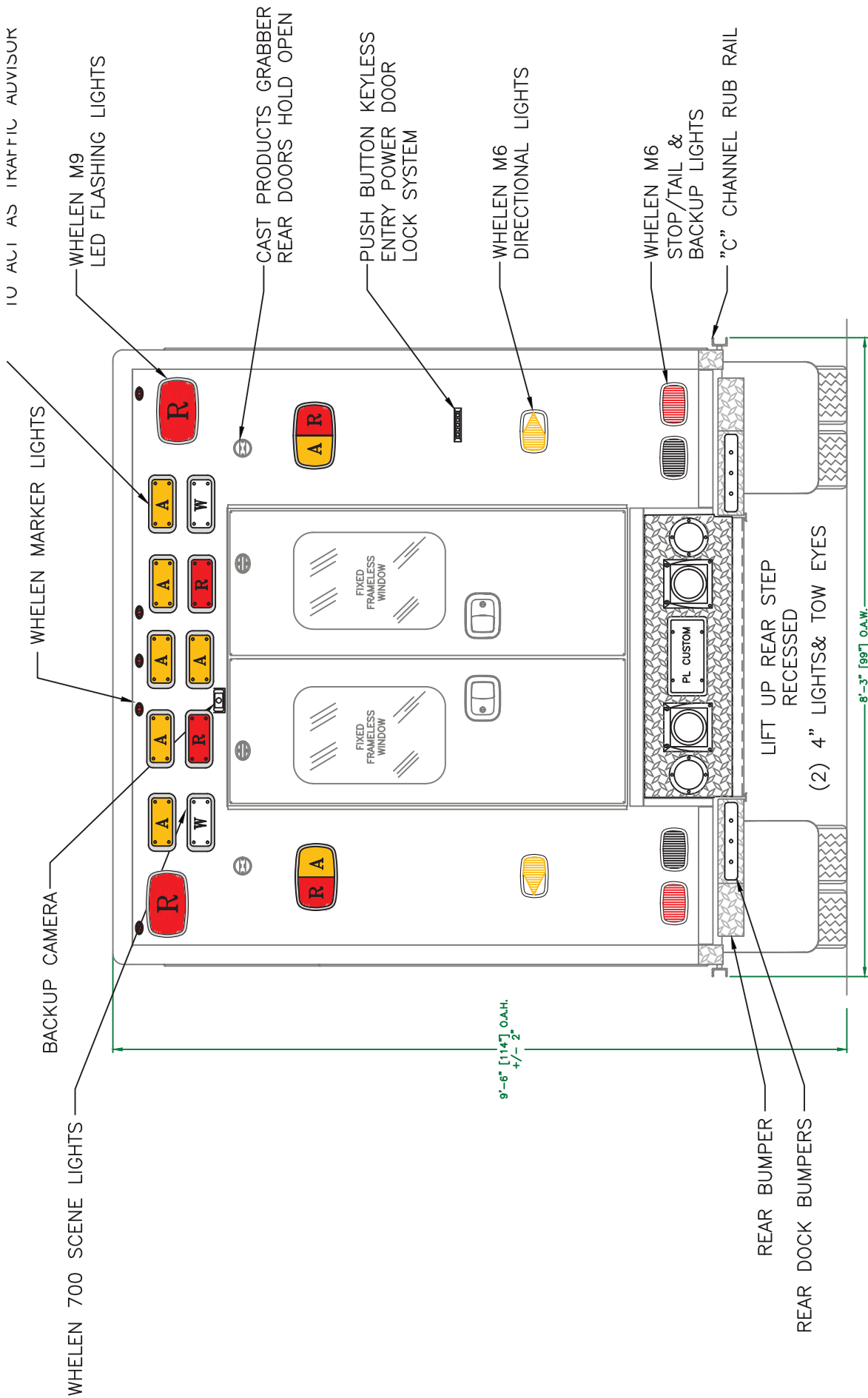
OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
	WIDTH	HEIGHT	DEPTH
			PURPOSE
(D)	20	58	33" ABOVE FLOOR 20" BELOW FLOOR
(E)	24 1/2	83	21 1/4
	29	80	BACKBOARD STORAGE SIDE ENTRANCE DOOR

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REAR VIEW

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OPENING DESCRIPTIONS			
ALL DIMENSIONS APPROXIMATE			
WIDTH	HEIGHT	DEPTH	PURPOSE
44 1/4	58	REAR ENTRANCE	DOORS



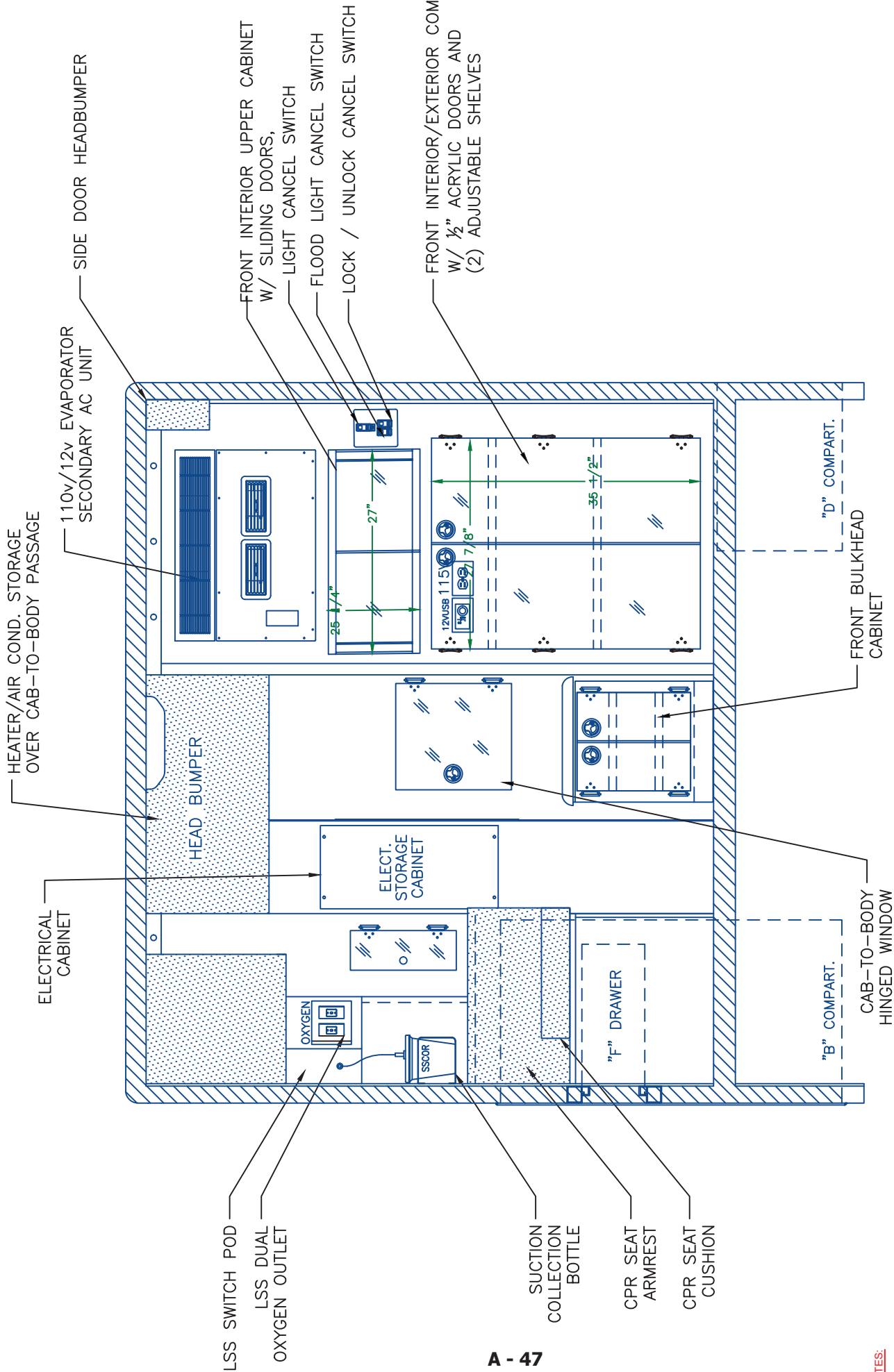
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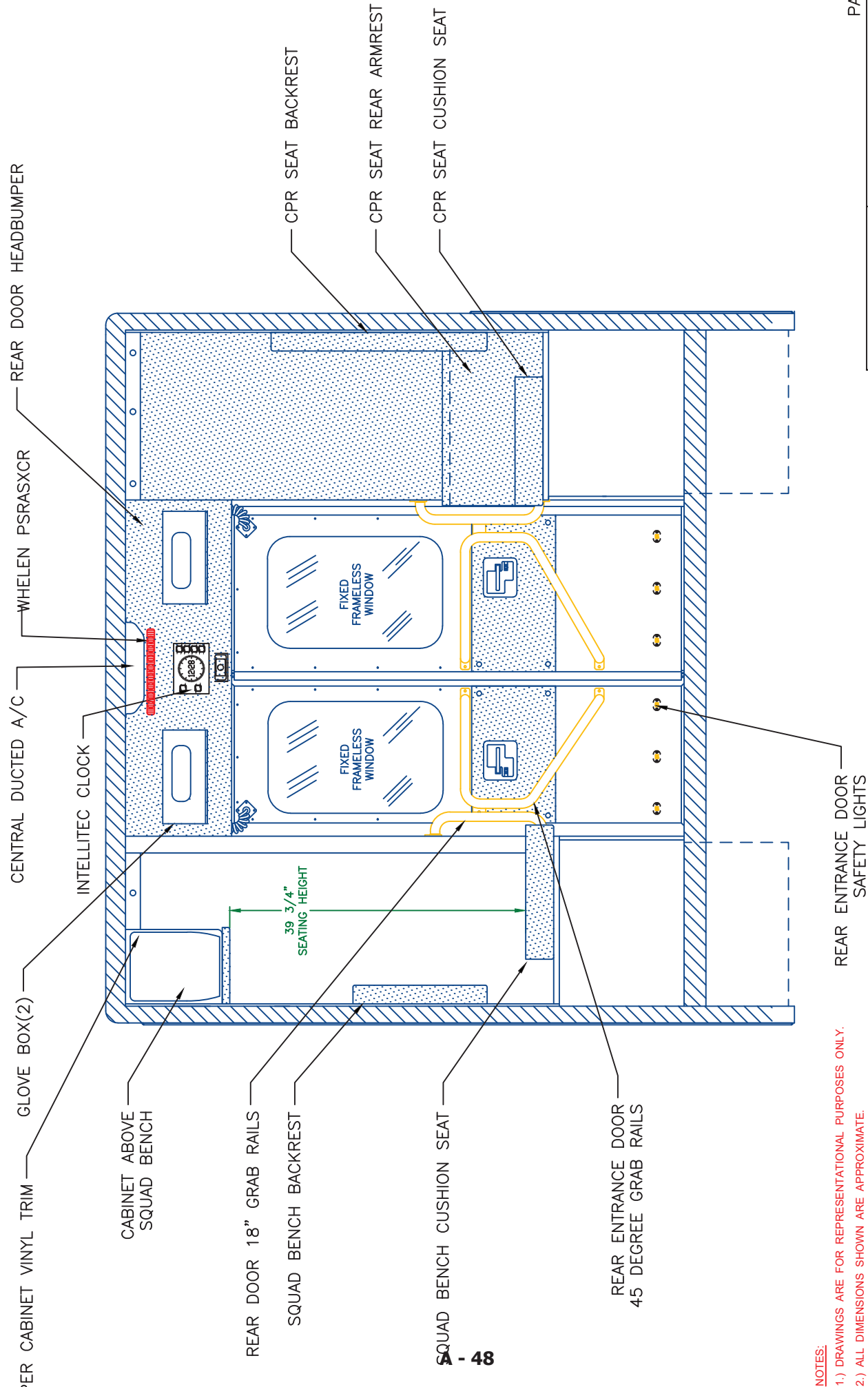


FRONT VIEW

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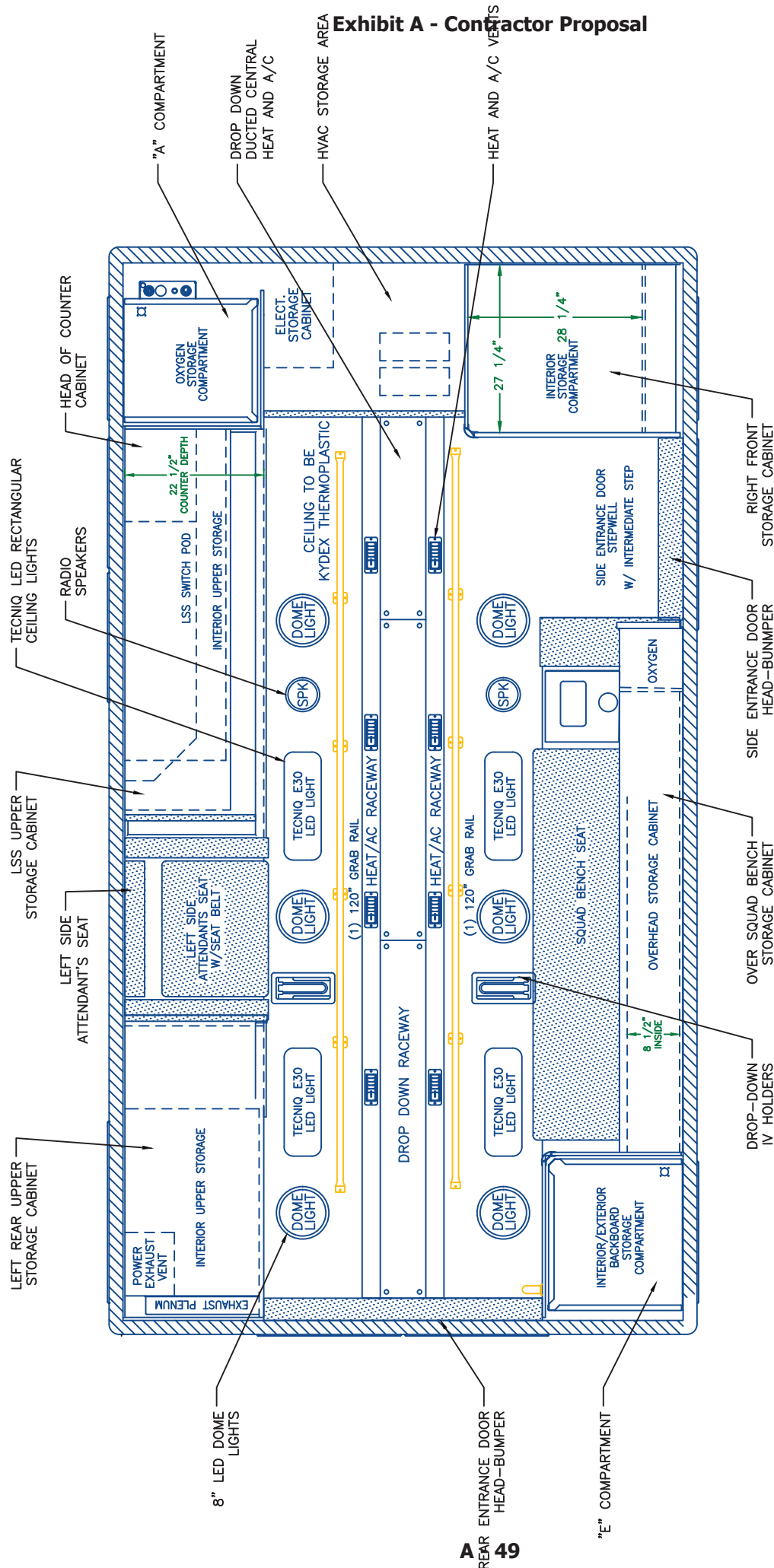


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REAR VIEW



A 49

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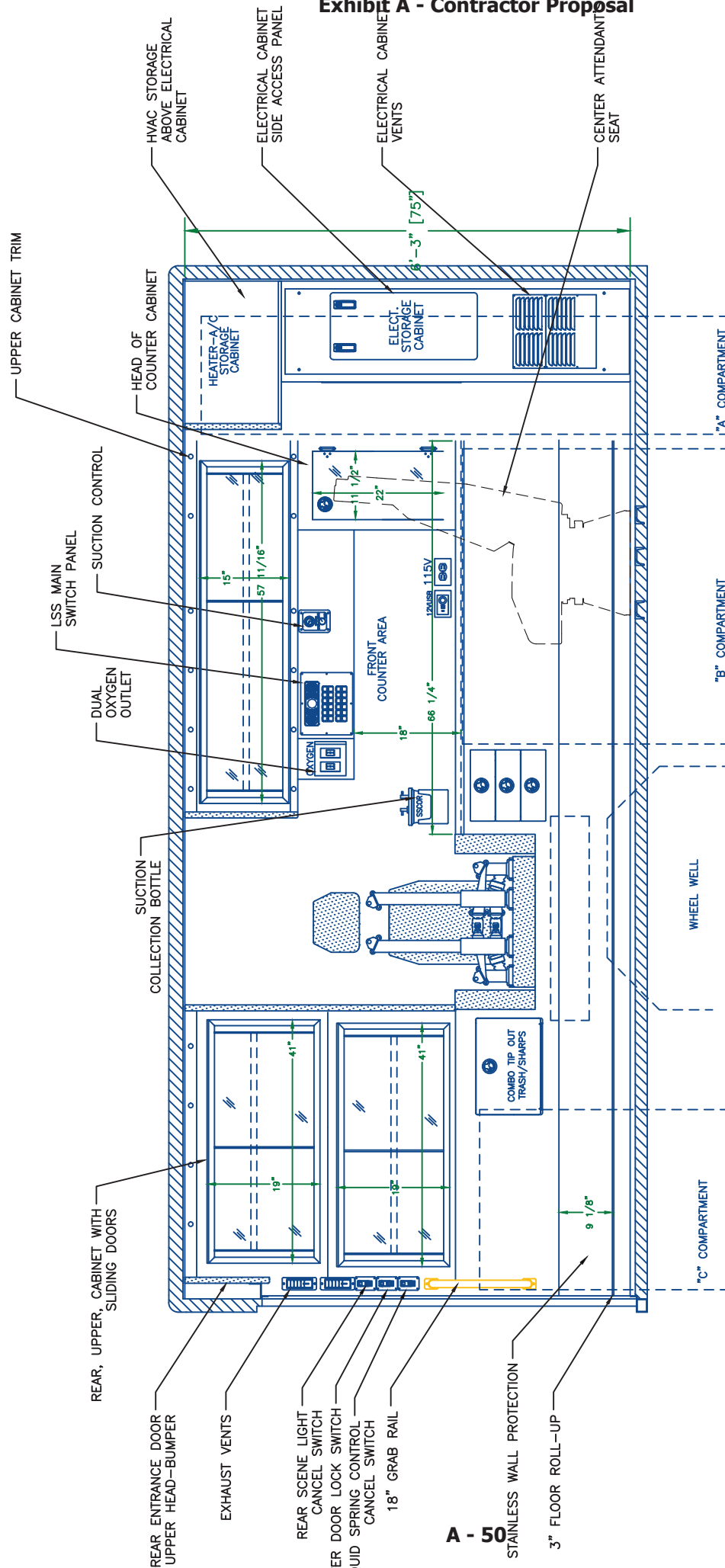
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Exhibit A - Contractor Proposal

PAGE 10



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A - 50

STREETSIDE VIEW

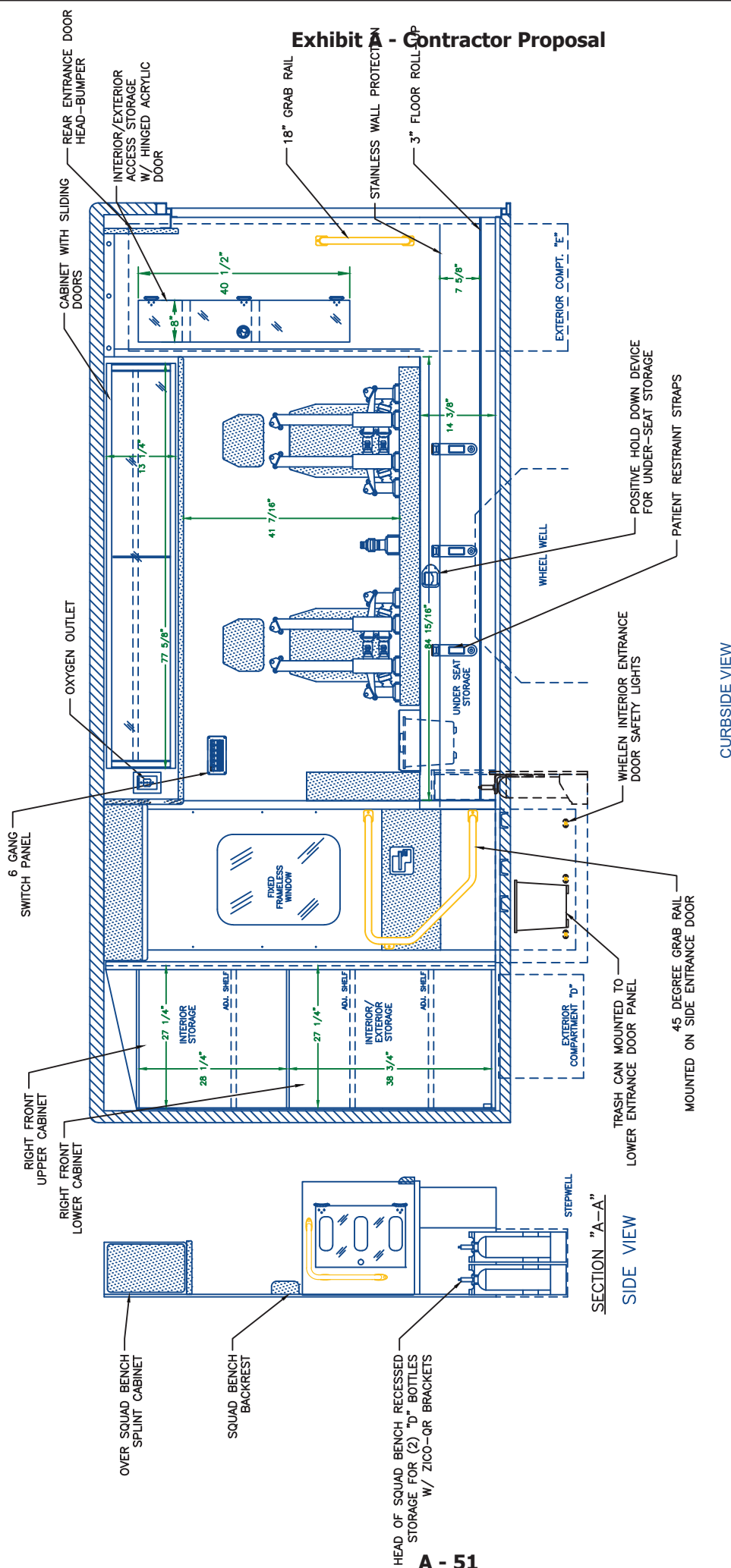
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Exhibit A - Contractor Proposal

PAGE 11



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Exhibit A - Contractor Proposal

QUOTATION

South Florida Emergency Vehicles

District Fire Department
Chief Eric Ferrari
Lake Buena Vista, FL 32830
eferrari@oversightdistrict.org

South Florida Emergency Vehicles
Kevin Burke
4655 Cummins Court
Fort Myers, FL 33905
239-267-5300
kburke@sflev.com

Quote No: A7396-0003
04/28/2026

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== Type 1 Titan 176" 108"CA - 34.130 01/30/26 ==		PLG
00-00-0100		PL Ambulance - Release 34.13 effective 01/30/26	1	PLG
00-05-0100	<	** Quote Terms **	1	PLG
		All chassis are subject to availability.		
		Quoted body pricing is valid for 30 days from receipt or until the next data release.		
		Chassis pricing for PL Supplied chassis is subject to any OEM chassis manufacturer surcharges and model year increases.		
		An ambulance or rescue vehicle order, submitted utilizing a chassis that cannot be provided or ordered, (chassis order banks not open, no available allocation, or otherwise unknown), will NOT be processed until such time that the chassis can be ordered and assigned.		
		Upon receipt of chassis VIN and firm chassis production schedule, or chassis receipt, the vehicle order can then be considered "buildable".		
		Once entered into "buildable" order status and when loaded into the PL Custom production schedule, prioritized by order entry date, the body can then be processed for approval and priced on most current pricing and data release in place.		
		This applies to both PL Custom and customer/dealer supplied chassis.		
00-10-4980	< >	176" TITAN Body, 75" Headroom, w/Drop Skirt	1	PLG
		Overall Approximate Vehicle Dimensions:		
		Length: 296" Width: 99" Height: 114" (+/- 2")		
		Exterior Modular Body Dimensions:		
		Length: 176" Width: 97" Height: 94"		
		Interior Modular Body Dimensions:		
		Length: 171" Width: 90 3/4" Height: 75"		
03-02-1285	< >	Chassis Type -Freightliner (w/Rear Mount Fuel Tank)	1	PLG
		Chassis OEM paint must be reviewed/edited when changing chassis type		
		EXTERIOR		PLG
10-10-1100	<	Modular Body Construction	1	PLG
		SAE J3057 Compliant		
10-10-2000	<	Structural Integrity Warranty	1	PLG
		The structural integrity of the body shall be guaranteed for the life of the unit, as long as the original purchaser shall own it.		
10-10-2070		Finite Element Analysis	1	PLG
10-10-2100		Compartments, Aluminum Diamond Plate, welded	1	PLG

Exhibit A - Contractor Proposal

04/28/2026

Page 2

PART NO	S	DESCRIPTION	QTY	ID
10-12-1000		Type I, Titan, Cab to body Pass-thru	1	PLG
10-15-4500		Body mounting, Type I, rubber donuts, M-Duty	1	PLG
10-20-3300		Lowered Body Skirts, with Intermediate Step	1	PLG
10-30-1000	<	Curbside 6" Dropskirt Drop skirt on curb side to be 6" i/l/o 3" Requires Side skin change, stepwell change, Entrance door height change and "D" door height change	1	PLG
10-30-1100	<	Streetside 6" Dropskirt Drop skirt on street side to be 6" i/l/o 3" Requires Side skin change, "A" door height change and "B" door height change.	1	PLG
EXTERIOR DOORS, AMBULANCE				PLG
11-10-3560	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors, Qty(3) (Med Duty) The door system shall include emergency override latch levers in upper and lower locations of each entrance door. Levers are visible with red coating and intended for emergency use in the event of a non-functioning handle.	1	PLG
11-10-4155		Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) (Med Duty)	1	PLG
11-10-4500	<	Keyless Entry Touch Pad, Side Entrance Door Lock/Unlock both Entrance Doors and Cab Doors.	1	PLG
11-10-V010	<	Keyless Entry Touch pad, Rear Entrance Door Keyless entry touchpad will be mounted to right of rear entrance door, between turn signal and window level light.	1	PLG
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1	PLG
11-20-2020		Compartment "A" Door to Check Past 90 Degrees	1	PLG
11-20-2030		Compartment "C" Door to Check Past 90 Degrees	1	PLG
11-20-2050		Compartment "E" Door to Check Past 90 Degrees	1	PLG
11-20-3000		Compartment "D" Door to Check Past 90 Degrees	1	PLG
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1	PLG
	<	COMPARTMENT LAYOUT Exterior compartment dimensions reflect wall to wall measurements.		PLG
12-10-4XSV	< >	***Special Option Request*** Compartment "A" Left front Dimensions: Width 20 Height 89 Depth 21 w oxygen window	1	PLG
12-16-8XSS	< >	***Special Option Request*** Compartment "B" Left side Dimensions: Width 43 Height 45 Depth 20	1	PLG
12-21-9XSS	< >	***Special Option Request*** Compartment "C" Left Rear Dimensions: Width 31 Height 39 Depth 20	1	PLG
12-25-7XSS	< >	***Special Option Request*** Compartment "D" Right Front Dimensions: Width 20 Height 58 Depth 33 above floor 10d below floor	1	PLG

Exhibit A - Contractor Proposal

04/28/2026

Page 3

PART NO	S	DESCRIPTION	QTY	ID
12-30-2835		"E" Right Rear, with In/out to Center Isle - 24w x 83h x 21.75d	1	PLG
12-35-1000		"F" Left Side, Over Wheel, Pull-Out Drawer -32w x 5h x 16d	1	PLG
COMPARTMENT DOOR PANELS, MATS, DECKING				PLG
13-20-2080		All Compartment Door Panels, Alum, Brushed Finish -(w/ Chevron Design)	1	PLG
13-30-1P10		Polycoated Compt & Entrance Door Sills, Compt Floors, Area Behind Rub Rails, Black	1	PLG
13-30-2000		Vent Compartments to Exterior of Vehicle	1	PLG
13-40-1000		Dri-Dek, Floors of Compartment, Black	1	PLG
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1	PLG
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1	PLG
COMPARTMENT CONFIGURATIONS AND EQUIPMENT				PLG
13-41-0160		Oxy Bracket, w/Adjustable Shelf, Compartment A, (No Light Under Shelf)	1	PLG
13-42-0250		(1) Adjustable Shelf, for compartment "B"	1	PLG
13-43-0200		No Shelves, for compartment "C"	1	PLG
13-47-0450	<	Full Height Divider w/(2) Adjustable Shelves, Compartment "E" Long Equipment Storage Compartment "E" Divider to be 12" off front wall w/10" shelves.	1	PLG
13-70-0200		Bulbous mounts for (2) backboards Compt. "E"	1	PLG
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1	PLG
REAR STEP BUMPER				PLG
14-10-2680	< >	Lift-up Rear Step, Recessed, (2) 4" Lts w/ Lic Plate Center 4" recessed Lights to activate when vehicle is in reverse or rear doors open.	1	PLG
14-10-9500	<	**** Rear Step Bumper 4" LED Lights have been selected See 44-30-4200 for Options	1	PLG
14-20-1000		Rear Dock Bumpers, Bolted to Bumper Ends	1	PLG
ALUMINUM DIAMOND PLATE ACCESSORIES				PLG
15-10-1000		Front Corner Stone Guards, Polished Diamond Plate	1	PLG
15-15-1000		Front Body Stone Guard, Polished Diamond Plate	1	PLG
15-20-1050	>	Rub-Rails, C-Channel, Offset, Satin Finish	1	PLG
15-40-1100	< >	Diamond Plate Step Curbside (Freightliner) Full Length lower Step and 20" upper step - both with grip strut. - Standard 2 door cab only	1	PLG
15-40-2360	< >	Diamond Plate, Full Slide-Out Step/Battery Compt (Freightliner) Full Length lower Step and 20" upper step - both with grip strut. - Standard 2 door cab only Hinged access door for DEF Fill Only compatible with rear fuel tank M2	1	PLG
15-52-0100		Rear Diamond Plate Panel & Corner Guards	1	PLG
EXTERIOR TRIM				PLG
16-10-1500		Fenderettes, Rolled, Polished Stainless Steel (MD/HD)	1	PLG
16-30-1550		License Plate Holder, Chrome on rear step riser w/LED Light, surface mount	1	PLG
16-55-1000	>	Tow Hooks, Rear Behind Step Riser, Painted	1	PLG
EXTERIOR, MISCELLANEOUS				PLG
17-50-1200		Undercoat Body, Titan	1	PLG
BODY WINDOWS				PLG
18-10-2000		Window, Side Door (18"W x 22"H), Frameless, Fixed, 24% Tint	1	PLG
18-20-2000		Windows, Rear Doors, (15"W x 22"H), Frameless, Fixed 24% Tint	1	PLG
18-50-1000		Privacy Tint, Mylar, Side and Rear Doors	1	PLG
INTERIOR CONSTRUCTION				PLG
20-00-1000		Interior Construction Type - Standard Cabinets	1	PLG
INSULATION				PLG
20-10-1200		Super Insulation Package, additional Radiant Barrier to Interior Body	1	PLG

Exhibit A - Contractor Proposal

04/28/2026

Page 4

PART NO	S	DESCRIPTION	QTY	ID
20-10-2000		Sound Deadened Insulation, Entrance Doors	1	PLG
20-10-3000		Sound Deadened, Compartment Doors	1	PLG
20-10-5000		Sub-Floor, Expanded PVC Polymer	1	PLG
FRONT BULKHEAD				PLG
21-10-0420	<	Type I, Titan, Cab to body Pass-thru, Hinged Window Hinged Clear Acrylic window. With standard, wood cabinet construction, the window will open and rest against Right Front Cabinet. The window will rest against rubber gasketing lining the window frame when closed.	1	PLG
21-30-1000		Climate Control Unit Over Cab to Body Passage	1	PLG
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat Black polycoat cover with an access panel with flush locking trigger latches	1	PLG
21-40-5250		Front Bulkhead cabinet, 1/2" acrylic doors, 2 shlvs	1	PLG
21-40-8200	< >	Solid Surface counter, 1" lip, Front bulkhead cabinet Specify Color: Midnight Melange	1	PLG
RIGHT FRONT CABINET				PLG
21-45-1000	S	Right front, upper storage w/Life Defender sliding doors	1	PLG
21-50-1000		Right front Lower, inside/outside storage	1	PLG
21-50-2000	<	Right front Lower, (2) adjustable shelves Shelves to be lined with ribbed rubber mat.	1	PLG
21-60-1000		Right front cabinet Lower, 1/2" acrylic doors	1	PLG
RIGHT SIDE BENCH LAYOUT				PLG
22-00-1000		Squad Bench, Right side	1	PLG
22-21-0100		Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
22-24-1000	<	3 Glove Box Holder Cabinet at Head of Squad Bench There is to be a cabinet at the head of the squad bench used to house a 3 glove box storage unit that faces the stepwell. Cabinet to be 5" wide. Fits: (3) *Large Boxes @ 9-5/8" x 5" x 3-1/8" ea.	1	PLG
22-25-4600	< >	Recessed "D" bottles, head of Squad Bench, at stepwell See "D" bottle storage brackets selected in section # 80-43-XXXX	1	PLG
22-30-2000		Squad bench lid, Positive hold down device	1	PLG
22-35-3040		Drop in sharps/trash, w/Lexan Lids at head of squad bench	1	PLG
22-45-1015	< >	Overhead cabinet 13-1/4" OAH-Life Defender lift-up re-stocking doors Includes 1 adjustable shelf Selecting this cabinet will void KKK compliance for 43" headroom above squad bench for vehicles 72" Headroom or less with standard height seating.	1	PLG
22-50-0700	<	Dry erase writing surface, right rear (forward facing) wall The right rear (forward facing)wall of the compartment "E" facia cabinet shall be laminated in high gloss white laminate.	1	PLG
LEFT SIDE MIDDLE (Base Cabinet)				PLG
23-10-1000		Left side attendant seat-(CPR Seat)	1	PLG
23-10-3060	>	Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
23-10-5000		Seat cushion, fixed- (Single CPR Seat)	1	PLG
LIFE SUPPORT STATION				PLG
23-30-2000		Switch pod, above counter, laminated	1	PLG
23-30-2010		Rear Main Switch Panel Located in Life Support Station Switch Pod	1	PLG
23-30-2A00		**No Radio Cut-Outs at Position 1 to be provided in LSS**	1	PLG
23-31-1500		Cabinet head of switch pod, hinged door, 1 shelf	1	PLG
23-32-1090	< >	(Increased Hgt) Upper cab.Squared off, Life Defender lift-up restock, 1 shelf The Interior Height of this cabinet will approximately be 18-1/2" High Pass thru opening approx. 15-1/2".	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
23-34-1524	>	Solid Surface counter, 1" lip, Left front, Color: Midnight Melange 9091ML	1	PLG
23-36-7500	<	ALS Three (3) Drawer Storage Unit, Below L/S/S Counter All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG
23-37-0050	<	*Custom "Box-out" into compartment required (MASTER ONLY) Note: This is used with any special request for any compartment "Box-Out" for, Trash, Sharps, ALS unit...etc.	1	PLG
LEFT REAR STORAGE CABINET				PLG
23-40-1010	<	Left rear full cabinet, upper, Life Defender lift-up restocking door, 1 shelf Includes Austin Life Defender Lift Up Restocking Door.	1	PLG
23-40-2000	< >	Left rear full cabinet, middle, Life Defender sliding doors, 1 shelf Not available with Aft Meganite Counter Top #23-42-xxxx Delete the Aft Meganite Counter Top 12V & 115V outlets on the Left rear must be deleted Includes Austin Life Defender Sliding Doors.	1	PLG
23-42-1010	>	Delete Left Rear Counter (Only valid with certain options, see notes)	1	PLG
23-44-2010	< >	Trash/Sharps Combo, tip out, below left rear counter Sharps Container 1qt. Not available w/pull-out drawer option #12-35-10	1	PLG
RIGHT REAR CABINET				PLG
23-70-0850	<	Right Rear In/out to Compartment "E", Facing Center Aisle In / Out: Dimensions: 8" wide 40 1/2" high - (with 72" & 75" Headroom) Dimensions: 8" wide 36 1/2" high - (with 68" Headroom) With Hinged Acrylic Door	1	PLG
INTERIOR CABINET DOORS				PLG
24-10-4M00		Cabinet doors, Polycarbonate/Acrylic, Clear	1	PLG
24-15-1000	<	Handles, full length, sliding doors SAE J3058 Compliant	1	PLG
24-20-1000		Positive closure devices hinged doors	1	PLG
24-25-1000		Unistrut, interior cabinet shelves, "Mini"	1	PLG
ENTRANCE DOORS				PLG
24-30-2080	<	Ent. Door Panels, 3 section, Brushed Alum, Lowers, w/Chevron Design Brushed Aluminum Lower panel to replace diamond to accommodate Chevron Striping	1	PLG
24-30-V017	<	Side Entrance Door Trash can - 13QT rubbermaid Hoop style trash can holder mounted on inboard side of lower diamond plate door panel. Includes (1) Rubbermaid 13qt. trash can	1	PLG
ABOVE DOOR HEAD BUMPERS				PLG
24-35-0100		Side Door Head Bumper	1	PLG
24-35-0500		Rear Door Head Bumper	1	PLG
GRAB RAILS				PLG
25-10-2675		Safety Yellow Grab Rail, 120" length, over squad bench	1	PLG
25-10-2775		Safety Yellow Grab Rail, 120" length, over cot	1	PLG
25-10-3575	<	Grab rail, Yellow, L shaped, Facing Stepwell - (Requires a fwd Cabinet) Grab rail mounted on the "step area" side of the forward custom squad bench cabinet.	1	PLG
25-10-3800		Safety Yellow Grab rail, 18", at rear entrance doors, (2)	1	PLG
25-11-1C00		Grab rail, 45 deg, Safety Yellow, side entrance door, (1)	1	PLG
25-11-2070	>	Grab rail, 45 deg, Safety Yellow Rear entrance doors, (2)	1	PLG
SEAT BELTS				PLG

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PART NO	S	DESCRIPTION	QTY	ID
25-50-2000		Seat belt, attendant seat, Qty (1)	1	PLG
25-51-1100	< >	Patient restraint strap, squad bench, Qty (3), for use with six point seat belts Feasibility of this option is based on seat positions and options in squad bench face. Patient restraint straps are not provided on bench with length shorter than 72".	1	PLG
25-51-2021		(2) Six point Seat Belt Harnesses w/ Comfort Pads - Curbside Seating	1	PLG
25-51-2031		(1) Six point Seat Belt Harness w/ Comfort Pads - Street Side Seat	1	PLG
		COT MOUNT and COT MODEL		PLG
26-35-1250	<	Power/Performance Load Install PL Supp FloorPlate,w/Circuit,w/MiniRailPlate(SAE) Stryker Power/Performance Load Floor Plate All components provided by PL Custom. PL Custom will supply and install a Stryker Power/Performance Load Floor Plate and Mini Rail Plate. Includes charging circuit for use with Power Load fasteners or Performance Load fasteners that include the inductive charging option. Circuit will remain Hot at all times. Includes cutout in the floor for the installation of a Mini Rail Plate. Stryker cable will be shipped loose.	1	PLG
		I.V. HOLDER		PLG
26-50-1M10		Rubber I.V. holder, dual, recessed, over cot	1	PLG
26-50-2100		Rubber I.V. holder, dual, recessed, over squad bench	1	PLG
26-50-2150	<	Turn IV Holders, 90 degrees (facing center raceway) Turn the two IV holders 90 degrees. Dropping towards center raceway	1	PLG
		INTERIOR COLORS		PLG
27-10-1000		Ceiling, white Thermoplastic	1	PLG
27-10-1500		Upper Laminate - Fashion Grey D381-60	1	PLG
27-10-69B6		Lower Laminate - Oiled Soapstone 4882-60	1	PLG
		INTERIOR UPHOLSTERY		PLG
27-20-5000		Upholstery, Flat-Seamless	1	PLG
27-20-5600		Upholstery Color: Gray	1	PLG
		ATTENDANT SEAT		PLG
27-36-5540		Ash Gray Attn Seat, EVS 18806B, 6pt restraint, Child Seat, Vac Formed	1	PLG
27-37-0100		** Confirm Seat color** - GRAY is the vehicle upholstery color	1	PLG
		FLOORING		PLG
27-52-4340		Loncoin II Flecks (disc), Moonstone Topseal (C157TS)	1	PLG
27-55-2000		Flooring rolled up side walls 3"	1	PLG
		CAB CONSOLE		PLG
27-74-1000		Type I, lower radio/switch console (Freightliner & International)	1	PLG
27-75-0A00		**No Radio Cut-Outs to be provided at Position 1 in Cab Console**	1	PLG
27-75-2100	< >	Map Box, Type I, Behind Cab Console - (Titan) includes (2) lexan dividers	1	PLG
		MISCELLANEOUS INTERIOR		PLG
28-40-1000	<	Wall protection, Stainless Steel, left side Wall Protection minimum height 6" Actual height may vary based on Base Cabinet Layout	1	PLG
28-40-2000	<	Wall protection, Stainless Steel, right side Wall Protection minimum height 6" Actual height may vary based on Squad Bench Layout	1	PLG
28-45-V011	<	Glove box holder over rear entrance doors (2) 1 on each side of raceway There will be (1) glove box with a hinged lexan door on each side of the center raceway in the rear headbumper.	1	PLG
28-50-1000		Fasten Seat Belt/No Smoking Sign	1	PLG
		OXYGEN AND SUCTION		PLG
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1	PLG
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1	PLG
30-30-1000		Suction pump, electric, Sscor	1	PLG
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1	PLG
30-50-3005	< >	O2 Carrier, ZICO, Quick-Release Oxygen Tank Lift System With ZICO hand-held switch mounted in compartment. ZICO tank lift comes with hydraulic ram that can be "back driven." This prevents the ram from being damaged if it is extended, and the air ride is lowered	1	PLG
30-50-3850	<	***Attention: Please Specify Tank Letter Size used within this shop note Oxygen Tank Size is: M (example; M tank steel, M tank aluminum, H tank steel) This will allow the factory to preset the adjustable mounts for your customer. No selection will result in the mounts being set for an Aluminum M tank	1	PLG
30-60-4000		Regulator, Oxygen, Large Tank, (PLC-9662)	1	PLG
30-80-1100	<	Wrench, Oxy Cylinder -(for EZE Loader) Oxygen wrench to be attached to compartment door	1	PLG
ELECTRICAL				PLG
40-00-0500	<	Electrical System Warranty The Electrical System shall be warranted for the life of the unit, per the details in electrical warranty documents as long as the original purchaser shall own it.	1	PLG
MULTIPLEX ELECTRICAL SYSTEM				PLG
40-20-1000		Multiplex Electrical System, CAN BUS Switches	1	PLG
CAB SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-22-1000		Voltmeter, Digital, Front switch panel (Shows battery voltage at all times)	1	PLG
40-22-1020		Low Voltage Alarm and Indicator (when voltage falls below 11.8V for 120 seconds)	1	PLG
40-22-1040		Battery On Indicator Light, front switch panel (illuminates with system power)	1	PLG
40-22-1060		Door Open Warning Indicator Light, front switch panel	1	PLG
40-22-1080		Door Open Display, LED Indicator in graphic overlay for each door when open	1	PLG
40-22-1100		Apply/Release Park Brake Warning Indicators in front switch panel	1	PLG
40-22-1120		Load Shed Indicator Light in front console (when system enters load shed mode)	1	PLG
40-22-1140		Audible Alarm in front console, door open, low voltage, park brake	1	PLG
40-22-1160		Load Management (shuts down lower priority loads during a low voltage situation)	1	PLG
40-22-1180		Front SW Panel, Siren Horn Transfer, single throw, ON: Siren, OFF: Horn	1	PLG
40-22-1220		Front SW Panel, HVAC Master ON/OFF, single throw	1	PLG
40-22-1240		Front SW Panel, Interior Lighting Master ON/OFF, single throw	1	PLG
40-22-1260		Front SW Panel, Back-up alarm cancel, single momentary	1	PLG
40-22-1300		Front SW Panel, Right Scene Lights ON/OFF, single throw	1	PLG
40-22-1320		Front SW Panel, Left Scene Lights ON/OFF, single throw	1	PLG
40-22-1340		Front SW Panel, Rear Scene Lights ON/OFF, single throw	1	PLG
REAR MAIN SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-23-1000		Rear Main Switch Panel Located in LSS Switch Pod	1	PLG
40-23-1040		Rear SW Panel, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
RIGHT FRONT CABINET SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-24-1000		Side Ent Door Switch, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
40-24-1020		Side Ent Door Switch, Right Scene Light Override, single momentary	1	PLG
40-24-1040		Side Ent Door Switch, Activates Interior Lights, 10 min timer, single momentary	1	PLG
LEFT REAR CABINET SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				PLG
40-25-1000		Rear Ent Door Switch, Power Door Lock, double momentary, UP: Lock, DOWN: Unlock	1	PLG
40-25-1020		Rear Ent Door Switch, Rear Scene Light Override, single momentary	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
RIGHT WALL SWITCH PANEL - MULTIPLEX ELECTRICAL SYSTEM				
40-26-1020	<	Auxiliary Switch Panel, CAN BUS, (6) Switches Unless specified elsewhere within this quote, the panel will be located as follows:	1	PLG PLG
40-26-1040		Aux Panel, Left Dome High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1060		Aux Panel, Right Dome High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1080		Aux Panel, Rectangular Lights dbl momentary, UP: on/off, DOWN: no function	1	PLG
40-26-1120		Aux Panel, Oxygen, double momentary, UP: on/off, DOWN: no function	1	PLG
40-26-1140		Aux Panel, Exhaust High/Low dbl momentary, UP: High on/off, DOWN: low on/off	1	PLG
40-26-1160		Aux Panel, Spare Switch, double momentary, UP: no function, DOWN: no function	1	PLG
CAB ELECTRICAL				
41-30-3600		Module Activation, Ignition Switch	1	PLG
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1	PLG
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1	PLG
42-25-6700	<	High Idle Activation, Commercial Chassis (International /Freightliner) Switch in the console to enable OEM High idle	1	PLG
42-30-1200		Back-up alarm, w/ resetting cancel	1	PLG
42-60-2800	< >	Air Horns, OEM, Qty (2) , chassis supplied, PL Activation Requires air horns to be air solenoid operated.	1	PLG
42-60-4800		Air Horn activation, "Plunger Style" switch, drivers console	1	PLG
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1	PLG
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control OEM door switches control cab & body doors.	1	PLG
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK) Located in front grille area. This switch location is KKK compliant	1	PLG
42-65-3000	>	Keyless Entry Touch Pad, at Side Entr Door	1	PLG
EMERGENCY WARNING EQUIPMENT				
43-10-1790	<	Headlight flasher, Freightliner M2 feature PL to provide switch and activation circuit of Freightliner input. OEM programming includes parking brake interlock. Front headlights to wig-wag. Requires chassis to be ordered/provided with feature code 27D-004. Applicable to Freightliner M2 chassis only.	1	PLG PLG
SIREN				
43-20-4G50	>	Siren, Whelen 295SLSA1, w/diag.	1	PLG
43-20-5000		Siren-Horn Switch	1	PLG
SIREN SPEAKERS				
43-30-5000	>	Bumper Spkrs, CPI SA 5403-1, (2) , M2 Freightliner	1	PLG
FRONT LIGHT BAR				
43-4U-6000	S <	Whelen Freedom IV, Super-LED, LC, 55"-Clear Lens Covers, Mounted on Cab All lenses to be clear Light layout: Forward and rear facing corners: Red Red/Red/Red/White/White/Red/Red/Red	1	PLG
REAR LIGHT BAR				
43-50-1000		-No rear Lightbar required-	1	PLG PLG

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PART NO	S	DESCRIPTION	QTY	ID
43-51-V011	<	Whelen Traffic Advisor Control Head Only for (5) Rear Lights Traffic Advisor head to control rear LED Lights. Lights are to flash in rapid random flash pattern when Emergency lights are on and Traffic Advisor head is off. Traffic Advisor head is to override flashing pattern when turned on.	1	PLG
	>	CAB MOUNTED LIGHTS		PLG
43-68-C200	>	Whelen Independent CAB Flashing Lights, CLEAR Lens package	1	PLG
43-71-0750	< >	(2) Upper Whelen 7x3 LED-Grille Light -(1)Red (1) White Please state which color in which location: Upper pass-side color:____ Upper driver-side color:____	1	PLG
43-71-432E		(2) Whelen M7 Split Sup-LED, Red/White -Fender	1	PLG
43-71-V172	<	Whelen M7 Series Grille Lights, (2) Split R/W, Clear Lens W/Flange (2) M7FC Flanges 2 upper	1	PLG
		BODY LIGHTING -(Full Catalog PDF here)>		PLG
		FRONT BODY VEHICLE LIGHTS -(Non-Emergency)		PLG
43-A1-1700		(2) M6-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1	PLG
43-A2-0070		* FRONT BODY LIGHTING - w/CAB MOUNTED LIGHTBAR (PDF>)	1	PLG
43-A2-0150		** (3) Front Upper Lights & Directionals	1	PLG
43-A4-0440		*** M9 -Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1	PLG
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher - Non Synchronized All lightheads are flashed randomly using internal flashing program, without light to light synchronization.	1	PLG
43-A5-0060	<	Flashing Lights pattern- "Signal Alert 75" new std. 2/6/26) Whelen Default flash pattern Applicable only when "independent flash" is selected Split Lights will be set to "signal Alert 75 left/right" to avoid simultaneous flashing of side by side colors	1	PLG
	>	FRONT BODY WARNING LIGHTS		PLG
43-A7-1100	<	All Whelen M9 Flanges, Chrome -(M9FC) M9 vehicle lights shall be equipped with a Whelen M9FC Chrome flange	1	PLG
43-B0-A250	< >	M9-Whelen,Split Sup-LED, Red/White, Front - (Loc: F1) M-series split lights cannot be dimmed	1	PLG
43-B0-D350	< >	M9-Whelen,Split Sup-LED, Red/White, Front - (Loc: F7) M-series split lights cannot be dimmed	1	PLG
		M9 -Whelen Primary Side Light package-(Clear Lens) (PDF>)		PLG
43-F0-C250	< >	M9-Whelen,Split, Sup-LED, Red/ White, Left Side - (Loc: LS1) M-series split lights cannot be dimmed	1	PLG
43-F0-D250	< >	M9-Whelen, Split, Sup-LED, Red/White, Left Side - (Loc: LS4) M-series split lights cannot be dimmed	1	PLG
43-F4-C250	< >	M9-Whelen,Split, Sup-LED, Red/ White, Right Side - (Loc: RS1) M-series split lights cannot be dimmed	1	PLG
43-F4-D250	< >	M9-Whelen, Split, Sup-LED, Red/White, Right Side - (Loc: RS4) M-series split lights cannot be dimmed	1	PLG
		REAR BODY WARNING (Flashing) LIGHTS		PLG
43-H1-0500	**M9	-Whelen Independent, Rear Body Flashing Lights - CLEAR Lens M9 -REAR LIGHT LAYOUT -(No Lightbar or Traffic Advisor) (PDF>)	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
43-H5-C120		(3) Rear Upper Lights & (2) Window Level Lights	1	PLG
43-S1-0100		M9-Whelen, Sup-LED, Red, Rear - (Loc: R1)	1	PLG
43-S1-1850		M9-Whelen, Sup-LED, Red, Rear - (Loc: R7)	1	PLG
		M9 -Rear Lights at Window Level		PLG
43-S1-C400	< >	M9-Whelen Split, Sup-LED, Red/Amber, Rear - (Loc: R10B) M-series split lights cannot be dimmed	1	PLG
43-S1-D150	< >	M9-Whelen Split, Sup-LED, Red/Amber, Rear - (Loc: R11B) M-series split lights cannot be dimmed	1	PLG
43-S6-V002	<	7x3 Whelen---Rear upper and lower lights --SOPR (R2 Upper) - 7x3 whelen - Amber light (R2 Lower) - 7x3 whelen - Scene Light (R3 Upper) - 7x3 whelen - Amber light (R3 Lower) - 7x3 whelen - Red light (R4 Upper) - 7x3 whelen - Amber light (R4 Lower) - 7x3 whelen - Amber light (R5 Upper) - 7x3 whelen - Amber light (R5 Lower) - 7x3 whelen - Red light (R6 Upper) - 7x3 whelen - Amber light (R6 Lower) - 7x3 whelen - Scene light	1	PLG
43-T5-1200		*** Side Body Flashing Lights, Over Rear Wheel Package	1	PLG
43-T5-3455	<	Whelen LED Strip Lights (6) R/W/R - In "C" Channel Rub-Rails - (See Photo) Three on each side, Red/White/Red (Red with Clear Lens) Whelen PSR00FCR & PSC00FCR	1	PLG
43-T5-V167		M6 Whelen , Amver w/ Flange over rear wheel (2)	1	PLG
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti Lights are active anytime power is on and doors are open	1	PLG
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation Lights are active anytime power is on and doors are open	1	PLG
43-T6-2400	< >	Safety Lts Compt, 4" round, Amber, LED Rear Facing Doors, ea Safety lights to operate independently with each compartment door open and master battery switch on. Qty: 5, Loc: Compartments rear facing doors - A, B, C, D, and E	5	PLG
		REAR NON-EMERGENCY LIGHTS		PLG
44-10-1500	< >	Stop/Tail and Turn Signal-Light heads with clear lenses Exterior vehicle Rear Stop/Tail & Turn light heads will have Clear Lenses.	1	PLG
44-26-0150		Stop/Tail, (2) M6 -Whelen Super LED -(clear Lens) w/Flange	1	PLG
44-26-0300		Back-up, (2) M6 - Whelen Super LED w/Flange	1	PLG
44-26-0550		Directional, (2) Whelen M6 Super LED -(clear Lens) Populated Arrow	1	PLG
		AUXILIARY NON-EMERGENCY LIGHTS		PLG
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1	PLG
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1	PLG
44-30-4200	<	Rear Step Bumper, 4" LED Lights (2) Lights: Whelen 2G LED	1	PLG
44-35-1000	< >	Rear Red Flasher/Brake Light Priority - (Rear Uppermost Lights) For Lights located in the upper most portion of the body Not available with CENCOM	1	PLG
44-40-5700	< >	Running Board, Whelen TIR Lights -(On Running Brd Riser) N/A on G-Series Vehicles	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
		Each Running board (3) TIR3 Lights in Chrome housing. White/Red/White - Red, wired to body flasher -White wired to Cab step circuit		
44-40-7040	<	Under Body Ground Lights, Waterproof, (4) Heavy Duty 4" LED Lights spaced each side, two front of axle. Lights to operate with any entrance or compartment door open, when vehicle is shifted in reverse and with switch in drivers console.	1	PLG
		FLOOD LIGHTS		PLG
44-50-22B0		(2) M9 - Whelen, Super LED Scenelight, (2) , Left side-(Loc:LS2, LS3)	1	PLG
44-50-24B0		(2) M9 - Whelen, Super LED Scenelight, (2) , Right side-(Loc:RS2, RS3)	1	PLG
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1	PLG
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1	PLG
44-70-V100	<	Flood light, Ploneer Summit, 44" attached to lightbar 44" Summit brow light attached to Freedom lightbar using supplied brackets. Activated with "front scene" switch *Note* Requires 55" Freedom bar, not included with this SOPR. Black Color housing and mounting bracket	1	PLG
		CLIMATE CONTROL		PLG
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1	PLG
45-30-6000		HVAC, Center Ducted System	1	PLG
45-30-6010		Clima-Tech HVAC Control System and Evaporator	1	PLG
45-30-6100		Front Body Condenser	1	PLG
45-30-6110		Front Body Condenser Housing	1	PLG
45-30-6Q00		Titan, CHASSIS SUPPLIED Independent Aux Compressor	1	PLG
45-35-1100		Auxiliary Coolant Pump Climate Control System	1	PLG
45-35-V037	<	110v/12v Evap unit Right Front Cabinet (E, F, Titan) A standalone auxiliary evaporator unit shall be installed in the right front upper cabinet. The heat core will not be plumbed but the 110V electrical heat coil will be connected. The evaporator shall be controlled by its own thermostat located on the right front cabinet . The Thermostat will allow for a preset temperature. When the ambient air reaches the preset temperature, the unit will turn off. This unit will also operate off of an independent 110v shoreline via an auxiliary 110V compressor and condenser underbody mounted.	1	PLG
45-35-V038		Select Plumbing for 12V Core for Evap in RFC/ 110V Operation Only	1	PLG
		CEILING CONFIGURATION		PLG
45-99-0100		Ceiling Configuration for 6 Dome Lights, 4 Rectangular Lights & 2 Speakers	1	PLG
		INTERIOR LIGHTS		PLG
46-10-1L00		(6) Dome Lights, Whelen Multi -LED, Hi-Lo, Qty (#80C0EHCR)	1	PLG
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1	PLG
46-10-4010	<	Tecniq E41 Strip Lights, Ceiling Raceway, Blue Tecniq E41 LED strip lights shall be mounted the length of the raceway, both sides. Lights will be controlled by a single switch in the rear main switch panel.	1	PLG
		EXTERIOR COMPARTMENT LIGHTS		PLG
46-20-1075	<	Lights, Ext. Compartments, TecNiq LED E44 Strip Lights (Vertical Linear Lights)	1	PLG
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1	PLG
		AUXILIARY INTERIOR LIGHTING		PLG
46-20-2000		Heavy Duty LED panel Light, (Life Support Station Area)	1	PLG
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
46-20-4100	<	Whelen PSRASXCR - Brake/Tail/Turn - Interior, Above Rear Doors Mounted above rear entry doors	1	PLG
46-25-1000	< >	Interior Cabinet Lights, TecNiq E44 LED Strip Lights, White Specify individual cabinets requiring lights (do not list "all") Splint Cabinet Left rear upper Left rear middle LSS Upper Cabinet head of LSS RFC Lower	6	PLG
46-30-1100		Stepwell Light, LED, Located at Side Entrance Door	1	PLG
46-40-1P00		TecNiq E30, 42 LED Rectangular Ceiling Lights Qty (4)	1	PLG
46-50-1000		Dome Light Switch, (1) Left, (1) Right	1	PLG
CHARGING PORTS				PLG
47-10-0000	<	Charging Port Circuit All 12VDC charging ports (Power Point & USB) will be powered by a circuit which will be energized when the shoreline is plugged in, or the ignition is in the ON position.	1	PLG
47-20-1000		Charging Ports, Combo 12V/USB-A/C, Loc: LSS Wall	1	PLG
47-20-2000		Charging Ports, Combo 12V/USB-A/C, Loc: Right Front In/out	1	PLG
47-50-2P20	< >	USB-A/C Dual Port, 63W, Kussmaul 091-264, installed in Cab Switch Panel For USB charging, Hot with body power or shoreline Max Output: 45 Watts (USB-C) / 18 Watts (USB-A) Will occupy one switch space.	1	PLG
47-50-2P40	S < >	USB-A/C Dual Port, 63W, Kussmaul 091-264, For USB charging, Hot with body power or shoreline Max Output: 45 Watts (USB-C) / 18 Watts (USB-A) - installed in rear main switch panel	1	PLG
ANTENNA/COMMUNICATION RADIO				PLG
47-60-0310	<	(3) Antenna Leads w/ Base and Cap Installed - Body Roof Unless otherwise specified, lead will route to: (1) Front console (1) LSS (1) Behind Driver's Seat (See PDF Drawing of layout) Factory will drill a hole, mount base and cap at antenna location(s) specified above. Antenna bases are installed with nominal height adjustment. Persons installing antenna whip may be required to perform final adjustment.	1	PLG
47-60-6200	< >	Radio Power Lead, Rear Main Switch Panel Includes: (1) Red 10 gauge marked radio 12 volt Hot, 30 amp, (1) Black 10 gauge marked radio ground, (1) Orange 12 gauge marked 12 volt switched, 20 amp.	1	PLG
47-60-6500	< >	Radio Power Lead 30 Amp, 10 ga. Cab Console Includes: (1) 12 volt Hot wire with 30 amp circuit protection, (1) 12 volt switched wire with 20 amp circuit protection.	1	PLG
47-60-7000	< >	Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
MISCELLANEOUS 12 VOLT ELECTRICAL				
48-00-0100	<	Portable Equipment Charging Circuits All 12VDC portable equipment (flashlights, liteboxes, etc) will be powered by a portable equipment charging circuit which will be energized when the shoreline is plugged in, or the ignition is in the ON position. Portable equipment charging power leads are not intended to power to equipment requiring 12V Hot at all times power (such as clocks, etc)	1	PLG
48-15-1885	<	FRC In View 360 HD Camera System (Black Housing) with DVR, Interior Camera Includes 5 HD cameras Camera locations: (1) front grille, (1) rear body, (2) side body -one per side, (1) interior camera to be located on the front head bumper. ECU location: Behind Driver's Seat. GPS Receiver: On top of dash. The system shall provide split video feed with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation. It shall also feature a switch module that allows the operator to override the default camera view. View and Event buttons will be installed on front switch panel. The system has a built-in DVR for recording. (SD card not included)	1	PLG
48-20-2000	>	Speakers w/ On/Off Control Rear Sw Panel	1	PLG
48-50-3050	<	Intellitec, Clock over rear doors i/l/o LSS Location: Above rear entry doors, centered on rear headbumper	1	PLG
48-60-3700		Liquid Spring Control Left Rear Door Open w/ Override switch	1	PLG
48-80-5000	< >	12 Volt Portable Equipment Charging Lead, Behind Drivers Seat The vehicle shall be pre-wired with a 12 volt portable equipment charging lead terminating behind the driver's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the driver's seat with 6ft lead. Connected to 12V Portable Equipment Charging Circuit that will be energized when the shoreline is plugged in, or the ignition is in the ON position. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5020	< >	12 Volt Portable Equipment Charging Lead, Front Console The vehicle shall be pre-wired with a 12 volt portable equipment charging lead terminating inside the cab front console. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Inside the cab front console with 6ft lead. Connected to 12V Portable Equipment Charging Circuit that will be energized when the shoreline is plugged in, or the ignition is in the ON position. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5060	< >	12 Volt Portable Equipment Charging Lead, Exterior Compartment "B" The vehicle shall be pre-wired with a 12 volt portable equipment charging lead terminating in the exterior compartment "B". The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Upper Rear Right Corner of compartment with 6ft lead exposed in the compartment.	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
		Connected to 12V Portable Equipment Charging Circuit that will be energized when the shoreline is plugged in, or the ignition is in the ON position. Total capacity of all connected leads/ power points is 20 amps.		
		ELECTRICAL 115 VOLT AC		PLG
		SHORELINE		PLG
51-00-2020		Shoreline, Super Auto-Eject, 20 amp, RED	1	PLG
51-05-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG
51-30-2000	<	Shoreline / Battery Charging Status Display Kussmaul Auto Charge Status Center	1	PLG
		Battery Voltage shown on 3-digit LED Display (4) Status LED Indicators for: HIGH VOLTAGE FULLY CHARGED CHARGING LOW VOLTAGE		
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr	1	PLG
		SHORELINE (SECONDARY)		PLG
51-50-2030		Shoreline, 20amp Auto-Eject, Dedicated to 110/12 Volt Heat/AC Unit, BLUE	1	PLG
51-55-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG
51-57-1000	<	Shoreline Single Indicator Light Shoreline - Amber Indicator	1	PLG
		MEDICAL OUTLETS		PLG
52-10-1200		Hospital Grade Lighted Outlet, Location: L/S/S Wall	1	PLG
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1	PLG
		BATTERY CHARGER / INVERTER CHARGER		PLG
55-10-1225	< >	Inverter/ Charger, Vanner LSC12-1100 Pure Sine Inverter/ 55A Battery Charger Deletes standard battery charger Deletes GFCI receptacle at LSS (GFCI is integral to inverter) Includes activation switch in rear switch panel (Standard Electric)) or Button on rear Vista Screen (VMUX Electric)	1	PLG
		PAINT LUSTRE		PLG
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1	PLG
60-00-0007		Paint Adhesion Testing	1	PLG
		BODY AND CAB PRIMARY PAINT		PLG
60-10-0120		*Body and Cab Two Color (entire vehicle two tone)	1	PLG
60-10-1995	< >	Paint Rear Body Primary Color Only (for Chevron Application) Note: With "Chevron" striping selected, the rear of the vehicle will be painted, the solid single, primary color. -(for Chevron application)-	1	PLG
60-10-2050		Paint Lower Modular Body Titan	1	PLG
60-10-2245	<	Lower Body Paint Color Red Provide Paint Code	1	PLG
60-10-6320	<	**Paint Upper Modular Body , Color Other Than Unit Standard White Provide Paint Code	1	PLG
60-11-0100	<	Upper Body Paint Color Black Provide Paint Code	1	PLG
60-12-3520	< >	Paint Break Custom Design Details of Paint break layout as follows:	1	PLG
60-15-142A	<	Re-Paint Cab, Two New Colors, w/ Door Jambs -Titan Series Provide Paint Codes	1	PLG

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PART NO	S	DESCRIPTION	QTY	ID
60-15-1508		Cab Paint Colors Same as Body	1	PLG
		ADDITIONAL VEHICLE PAINT, SECONDARY		PLG
61-05-0008		No Additional Paint Required	1	PLG
61-80-2210		Polycoated Compt & Entr Door Sills, Compt Floors, Area Behind Rub Rails (*Note*)	1	PLG
65-50-4020	< >	Reflective White Tape Stripe, 3/4" Outline, on interior of Entrance Doors Reflective White 3/4" Outline This provides the 60 sq.inch required for both general safety and KKK.	1	PLG
		REFLECTIVE CHEVRONS		PLG
65-65-0400	>	Dia Grade 6" Chevron Rear Body +Upper CTR panel + doors Red /Fluor Yellow-Grn	1	PLG
65-65-2086	<	Dia. Grade Chevron Design, Inverted "V", (Red/Fluor, Yellow-Green), Compt. Panels Diamond Grade Chevron Design, all Inner Compartment Door Panels	1	PLG
65-65-3110	<	Dia. Grade Chevron Design, Inverted "V", (Red/Fluor, Yellow-Green) Ent. Doors Diamond Grade Chevron Design, all Lower Entrance Door Panels	1	PLG
		TECHNICAL RADIO INSTALLATION		PLG
70-10-0500		No Technical Radio Installation	1	PLG
		CHASSIS EQUIPMENT		PLG
75-11-0100	>	Hub & Lug covers -M2, w/ aluminum wheels	1	PLG
75-30-2700	< >	Liquid Spring Suspension System Chassis must be ordered with: - Rear Fuel Tank - Air Ride - 17,500GVW Rear Axle Rating	1	PLG
75-60-2000		Mud Flaps, Rear, Medium Duty Chassis	1	PLG
75-90-7000	<	Medium Duty Exhaust Exit - Right Side, Forward of Rear Wheels OEM Exhaust to exit on the right side of the body, forward of the rear wheels Left side exit must be added as SOPR and requires custom quote from Chassis provider.	1	PLG
75-95-2600		Front & Rear End Alignment (Titan)	1	PLG
		EQUIPMENT		PLG
80-43-7000	<	Bottle Bracket, Dual, Cast Products Duramount Model OA1205 (D Bottle) Model QA1205-DUAL-D-1 Located in the recessed stepwell area Qty (1)	1	PLG
80-50-1000		Prep, Clean & Detail Vehicle for Delivery	1	PLG
		CHASSIS		PLG
95-70-261E	< >	2026 Freightliner M2 PLUS, -Aft fuel tank, (left side fill) 108" CA Cummins ISB Base Chassis, Model M2 PLUS 4X2., with Rear 40 Gal Fuel Tank -(located between frame rails) *****Chassis fitted for both Street or Curbside fuel fill adaptation*****	1	PLG
96-10-4200		Engine Programming	1	PLG
96-32-3000		Fuel "Full Tank" -Titan	1	PLG

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 05/29/2026

Subject: Approve Resolution 684 – Updating the name of the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (VEBA)

Presented By: Susan Higginbotham, Chief Financial Officer or Roy Payne, General Counsel

Department: Finance

STAFF RECOMMENDATION (Motion Ready): Approve Resolution 684 - updating the name of the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (RCID VEBA) to the Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association (CFTOD VEBA)

DISTRICT'S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Published in the Orlando Sentinel on May 06, 2026

BACKGROUND:

The District established a VEBA in 2018 for two (2) primary reasons: (1) to ensure continued payment of health benefits for retirees are consistent with District policy and State Statute and; (2) to allow the District to move a portion of the liability for the payment of retiree health benefits (an amount equal to the amount in the VEBA trust fund) off its books.

FINDINGS AND CONCLUSIONS:

In order to provide consistency with the name of the District, the name of the VEBA should be updated.

FISCAL IMPACT:

For Fiscal Year 2025, the VEBA trust had a value of \$20,563,317, reducing the total liability from \$65,059,396 to \$44,496,079. This liability is recorded on the District's Statement of Net Position.

LEGAL REVIEW:

This has been reviewed by the District's General Counsel, Roy Payne, and outside counsel, Lowell Walters, of Carlton Fields.

SUPPORT MATERIALS:

- Resolution 684

RESOLUTION NO. 684

A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UPDATING THE NAME OF THE REEDY CREEK IMPROVEMENT DISTRICT VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District (District), formerly known as the Reedy Creek Improvement District, is a special district created by Chapter 67-764, Laws of Florida, as amended by Chapter 2023-5, Laws of Florida; and

WHEREAS, the District provides certain qualifying former employees with retiree benefits; and

WHEREAS, the District established the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (VEBA) to assist with funding retiree benefits; and

WHEREAS, Chapter 2023-5 of the General Laws of Florida renamed the District and intended for all formal references of the District to be similarly renamed;

WHEREAS, the District desires to update the name of the VEBA for consistency; and

WHEREAS, the District reserved the right to amend the plan document governing the VEBA ("**Plan**") in Article VI, thereof; and

WHEREAS, the District reserved the right to amend the VEBA's bylaws ("**Bylaws**") in Sections 3.9(c) and 5.3, thereof.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authority. This Resolution is ratified and adopted pursuant to Chapter 2023-5; the terms of the Plan and Bylaws; and other applicable provisions of law (collectively, the "Law").

Section 3. Amendment. The Plan, currently titled "First Restated Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Plan Document" and the Bylaws governing the VEBA's board of directors, currently titled "First Restated Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Bylaws" are hereby renamed, restated, approved and adopted as provided in **Exhibits A and B** attached hereto and the District Administrator is authorized to execute same.

Section 4. Policy Revisions. To the extent policies including, but not limited to, the District's policies governing eligibility for retiree medical and life insurance benefits should be similarly updated, the proper District personnel are authorized to follow standard District procedures for updating those policies.

Section 5. Authorizations. The Board of Supervisors is hereby authorized to manage the VEBA in accordance with the plan document, the Bylaws, and applicable law, and in accordance with the funding and investment guidelines, policies, and procedures to be implemented from time to time.

Section 6. Severability of Provisions. If any word, phrase, clause, subsection or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this resolution.

Section 7. Repeal of Inconsistent Resolutions. All resolutions or portions thereof previously adopted by the Board which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

Section 8. Effective Date. This Resolution is effective as provided by law.

This Resolution is hereby approved and adopted by the Board of Supervisors of the Central Florida Tourism Oversight District, this 29th day of May, 2026.

CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT
(SEAL)

Chair, Board of Supervisors

ATTEST

District Administrator

EXHIBIT A

Central Florida Tourism Oversight District

Second Restated Central Florida Tourism Oversight District Voluntary Employees' Beneficiary
Association

Plan Document

**SECOND RESTATED
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
PLAN DOCUMENT**

The Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association (CFTOD VEBA) is established to receive funds from the Central Florida Tourism Oversight District (the District), and to monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Internal Revenue Code; namely, the provision of post-employment (retiree) medical benefits and death benefits for the benefit of Eligible Employees and their spouses and dependents. These benefits are to be provided through self-insurance or commercial insurance, as determined by the District. This plan is intended to satisfy Code Sec. 501(c)(9) as a voluntary employees' beneficiary association (VEBA).

ARTICLE I

1.1 Definitions: Where the following words and phrases appear in this Plan, they will have the respective meaning set forth below, unless their context clearly indicates to the contrary:

- (a) Association: the CFTOD VEBA.
- (b) Code: The Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- (c) District: the Central Florida Tourism Oversight District.
- (d) Effective Date: The original Effective Date of the Plan is March 1, 2018, the date on which the provisions of this Plan became effective; the Effective Date of the Second Restated Plan is September 30, 2023.
- (e) Eligible Employee: Any person who is or was considered an employee of the Employer for employment tax purposes and who is eligible for benefits from the District as determined by the District pursuant to District policy.
- (f) Employer: the District, as the employer of Eligible Employees and the entity responsible for establishing and funding the Plan.
- (g) ERISA: Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time. As a plan established and maintained by a governmental entity for the benefit of former governmental employees, this Plan is exempt from ERISA, but ERISA references may be used to explain or express concepts.
- (h) Fiduciaries: The Employer, the Trustee, and the CFTOD VEBA, but only with respect to the specific responsibilities of each for Plan and Trust Fund administration.

(i) Member: An Eligible Employee who is entitled to benefits from the District. Membership shall be voluntary.

(j) Plan: The Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association Plan, as set forth herein, as amended from time to time.

(k) Plan Year: The twelve (12)-month period beginning on October 1 and ending on September 30.

(l) CFTOD VEBA: A voluntary employee beneficiary association established and overseen by the District, a governmental entity, to assist the District in satisfying certain of its "essential governmental functions," as that phrase is used in Code § 115. The CFTOD VEBA is organized as a trust under the Florida Trust Code (Florida Statutes Chapter 736).

(m) CFTOD VEBA Board: the Board of Directors of the CFTOD VEBA.

(n) Trust or Trust Fund: The trust established to hold the funds maintained in connection with this Plan. If this Plan is adopted prior to the actual establishment of a Trust, this section will refer to the irrevocable trust intended to fund the benefits described herein, which trust document will be maintained alongside this Plan by the CFTOD VEBA.

(o) Trust Agreement: The contract governing the maintenance of funds held in Trust.

(p) Trustee: The person or entity holding assets in trust.

1.2 Construction: The masculine gender, where appearing in the Plan, will be deemed to include the feminine or neuter gender, and the singular will be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" will mean and refer to the entire Plan and not to any particular provision or Section.

ARTICLE II

ELIGIBILITY AND BENEFITS

2.1 The eligibility requirements for benefits hereunder, the amount and type of benefits, the circumstances under which benefits will and will not be provided, and other provisions affecting eligibility and benefits are set forth in the relevant policy for retiree health insurance coverage and death benefits established by the District. In general, the Plan is expected to partially-fund benefits to Members and their spouses and dependents in accordance with that policy. The Plan does not expand or increase the benefits available to Eligible Employees beyond that policy, nor does it not expand or increase the District's liabilities in providing benefits.

2.2 This Plan may partially fund benefits by reimbursing the District for premium payments or the cost of expenses. This Plan is not expected to provide funds directly to any Member, spouse, or dependent.

2.3 This Plan and the Trust may be used to partially-fund benefits. As such, benefits described herein will not be due under the Plan to the extent any of the following apply:

(a) A determination is made under the Plan that a benefit is not properly payable under the Plan or the relevant policy established by the District;

(b) Benefits requested exceed the value of the Trust (including principal and earnings), in which event only those benefits in excess of Trust assets may be declined on this basis;

(c) Benefits are paid by the Employer; or,

(d) The Employer expresses the intention to pay or otherwise fund or provide benefits without the use of Trust Funds.

(e) Subsections (c) and (d), above, do not apply to a request from the District for a reimbursement from the Plan for expenses paid by the District.

2.4 No part of the Trust Fund will inure to the benefit of any private entity or individual, other than through the funding of the benefits for Members, as described herein.

ARTICLE III

CONTRIBUTIONS

3.1 Employer Contributions: the District will contribute such amounts to the Trust Fund from time to time as it deems appropriate in order to pay for all or a portion of the benefits described under this Plan.

3.2 The CFTOD VEBA may, but is not obligated to, request or demand funding from the Employer. The CFTOD VEBA's only recourse for the Employer's failure to make contributions is the denial of benefits for insufficient funds.

ARTICLE IV

ESTABLISHMENT OF FUND AND TRUSTEE

4.1 Trust Fund: The CFTOD VEBA will maintain a Trust Fund in connection with the Plan, the Trustee of which will be selected by the CFTOD VEBA or the Employer. Contributions made by the Employer from time to time under the Plan will be paid into such Trust Fund.

4.2 Appointment of Trustee: A Trustee will be appointed by the CFTOD VEBA Board to administer the Trust Fund. Until another person or entity is appointed, the CFTOD VEBA Board shall serve as Trustee.

4.3 Responsibility of Trustee: All contributions under this Plan will be paid to the Trustee and will be held, invested and reinvested by the Trustee, in line with the District's investment policy and restrictions. All property and funds of the Trust Fund, including income

from investments and from all other sources, will be retained for the exclusive benefit of Members, as provided in the Plan, and will be used to pay benefits on behalf of Members, to pay expenses of administration of the Plan and Trust Fund to the extent not paid by the District, or to reimburse the District for benefits and benefit expenses paid directly by the District.

4.4 Bonding of Trustee: No Trustee will be required to furnish any bond or security for the performance of its duties hereunder unless applicable law makes the furnishing of such bond or security mandatory, or such a condition is separately contracted.

4.5 To the extent a separate contract or agreement governing the Trustee exists that conflicts with this Plan, the terms of that separate contract or agreement control.

ARTICLE V

MISCELLANEOUS

5.1 Spendthrift, Nonassignability, and Facility of Payment: Benefits payable under the Plan are not in any way subject to the debts or other obligations of the Employer or Eligible Employees, and may not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of medical, hospitalization, and other related services.

5.2 Mistake of Fact: Any misstatement or any other mistake of fact in any notice or other document filed with the Employer, the CFTOD VEBA, or the Trustee will be corrected when it becomes known and proper adjustment made by reason thereof. Neither the Trustee, the Employer, nor the CFTOD VEBA will be liable in any manner for any determination of fact made in good faith.

5.3 No Vested Interest: Without limiting rights to benefits from the District, no Eligible Employee or any other person will have any right, title or interest in or to the assets of the Trust Fund, or in or to any Employer contributions thereto, such contributions to be made to and held under the Trust for the sole purpose of providing benefit payments under the Plan in accordance with its terms and defraying expenses thereof. Neither the Trustee nor the Employer in any way guarantee the payment of any benefit which may become due on behalf of any Member under the Plan. The liability of the Employer and the Trustee for payment of benefits under the Plan as of any date is limited solely to the then assets of the Trust Fund.

5.4 Applicable Law: Subject to the provisions of the Code which may be applicable and provide to the contrary, this Plan, as amended from time to time, will be administered, construed and enforced according to the laws of the state of Florida and in courts situated in that State.

(a) For the purposes of the Florida Trust Code, this Plan relates to a charitable trust whose funds are used for governmental purposes, as described in Florida Statutes Chapter 736.0405(1).

(b) For the purposes of the Code, this Plan relates to a tax-exempt trust under Section 501(c)(9) of the Code, whose funds are used to satisfy the "essential governmental function" (as that phrase is used in Section 115 of the Code) of providing benefits to Eligible Employees, to the extent the Employer is obligated to provide such benefits.

5.5 Employment Rights: Employment rights of an Eligible Employee will not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor will any provisions of this Plan be deemed to confer any right upon any Eligible Employee to be retained in the service of the Employer.

5.6 Taxation: The taxation of Plan assets is not warranted or guaranteed, but the following tax treatment is anticipated-

(a) Contributions into the Trust Fund and benefits paid by the Trust Fund as medical benefits will not be a tax event for the CFTOD VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6, and sections 104, 105, 106, and 115 of the Code.

(b) Contributions into the Trust Fund for death benefits will not be a tax event for the CFTOD VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6 and section 115 of the Code. Benefits paid to Members may be taxable under sections 61(a) or 79 of the Code.

(c) Assets retained by the Trust Fund and Trust Fund earnings will be exempt from taxation under sections 501(c)(9) and 115 of the Code; and,

(d) Section 125 of the Code will not apply since all assets of the Trust Fund are employer contributions.

ARTICLE VI

AMENDMENT, TERMINATION, CONSOLIDATION OR MERGER

6.1 Amendment: The Plan may be amended by the CFTOD VEBA at any time and from time to time, except that no such amendment will permit the return or reversion to the Employer of any part of the Trust, nor permit the use or application of the Trust Fund for the benefit of anyone other than Eligible Employees. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors of the CFTOD VEBA.

6.2 Termination: The Plan may be terminated at any time by the CFTOD VEBA, subject to the same limitations with respect to the effect of any such termination as are set forth with respect to amendments of the Plan. Termination of the Plan will be effected by a written resolution adopted by a majority of the CFTOD VEBA's Board of Directors. Furthermore, the Plan will also automatically terminate if the CFTOD VEBA (1) is legally dissolved, (2) makes a general assignment for the benefit of its creditors, (3) files for liquidation under the Bankruptcy Code, (4) merges or consolidates with any other entity and it is not the surviving entity, or if it sells or

transfers substantially all of its assets, or goes out of business, unless the CFTOD VEBA's successor in interest agrees to assume the liabilities under this Plan as to the Members.

6.3 Disposition of Trust Fund Upon Any Termination: Upon termination of the Plan, the Trustee, in accordance with the Trust Agreement, will apply all the remaining assets of the Trust Fund in a uniform and nondiscriminatory manner exclusively toward the provision of benefits for or on account of Members. This includes transferring Trust Fund assets to an irrevocable trust to be maintained by the District to provide benefits to Members.

6.4 Contributions Contingent Upon Approval: This Plan and Trust are designated to qualify under Section 501(c)(9) of the Code. Anything contained herein to the contrary notwithstanding, if a determination letter issued by the Internal Revenue Service is to the effect that the Plan and Trust herein set forth or as amended prior to the receipt of such letter do not meet the requirements of Section 501(c)(9) of the Code, the District will be entitled at its option to withdraw all contributions theretofore made, in which event the Plan and Trust will then terminate and all rights of the Members will cease and come to an end with the same effect as if the Plan and Trust had never been adopted.

6.5 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another organization, in which the Employer is not the surviving entity, or upon an adjudication or other official determination by a court of competent jurisdiction or other public authority pursuant to which a conservator, receiver, or other legal custodian is appointed for the purposes of operation or liquidation of the Employer, the Plan and Trust will terminate. Trust Fund assets will be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan and Trust, or by the establishment of a separate Plan and Trust to which the Trust Fund assets of this Trust will be transferred with the consent and agreement of the CFTOD VEBA.

ARTICLE VII

ADMINISTRATION

7.1 Allocation of Responsibility Among Fiduciaries for Plan Administration: The Fiduciaries will have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the Trust Agreement. In general, the Employer will have the sole responsibility for making the contributions described; CFTOD VEBA will be responsible for appointing and removing the Trustee, determining the eligibility of Members, appointing and removing the investment manager, if any, amending or terminating, in whole or in part, this Plan or related documents, and performing the steps and functions needed to administer this Plan, but only to the extent specifically described in this Plan.

7.2 The Trustee will have responsibility for the administration of the Trust Fund and the management of the assets held under the Trust Agreement, to the extent provided in the Trust Agreement.

7.3 Each Fiduciary warrants that any directions given, information furnished, or action taken by it will be in accordance with the provisions of the Plan or the Trust Agreement, as the

case may be, authorizing or providing for such direction, information or action. Furthermore, such Fiduciary may rely upon any such direction, information, or action of another Fiduciary as being proper under this Plan or the Trust Agreement, and is not required under this Plan or Trust Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Plan and Trust Agreement that each Fiduciary will be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the Trust Agreement and will not be responsible for any act or failure to act of another Fiduciary. No Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

7.4 Administration: The Plan will be administered by the CFTOD VEBA, in accordance with the terms of this Plan, the Trust, and the CFTOD VEBA's bylaws.

7.5 Claims Procedure: The right of any person to a benefit will be determined in accordance with the applicable District policy.

7.6 Records and Reports: The CFTOD VEBA will exercise such authority and responsibility as it deems appropriate in order to comply with applicable reporting requirements, and to assist the District with its reporting requirements relating to Plan assets. At a minimum, records of Trust Fund contributions and distributions will be maintained.

7.7 Other Powers and Duties: The CFTOD VEBA will have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (a) to prepare and distribute, in such manner as the CFTOD VEBA determines to be appropriate, information explaining the Plan;

- (b) to receive from the Employer and from Members such information as will be necessary for the proper administration of the Plan;

- (c) to furnish the District with annual reports with respect to the administration of the Plan as are reasonable and appropriate;

- (d) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund from the Trustee; and

- (e) to appoint or employ (either directly or through its secretary) individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel. In addition, all matters regarding eligibility and the amount, manner and time of payment of any benefits hereunder will be the sole responsibility of the District.

7.8 Rules and Interpretations: The CFTOD VEBA has the authority to make such rules and regulations and to take such action as may be necessary to carry out the provisions of the Plan and the discretion to interpret these rules and regulations, as well as the terms of the Plan. The CFTOD VEBA may delegate any part of its authority and duties as it deems expedient. All rules and decisions of the CFTOD VEBA will be uniformly and consistently applied to all Eligible Employees in similar circumstances. When making a decision, the CFTOD VEBA will be entitled

to rely upon information furnished by an Eligible Employee, the Employer, the legal counsel of an Employer, any actuary servicing the plan, the Trustee, and/or the insurer.

7.9 Indemnification: To the extent an employee of the Employer or CFTOD VEBA is used to administer or carry out the purpose of the Plan, and is acting in good faith in the scope of his or her employment, CFTOD VEBA retains responsibility for his or her actions, and indemnifies that employee accordingly. To the extent Plan funds are insufficient for any indemnification, the cost of such indemnification will be born and guaranteed by the Employer.

The terms of this Plan are acceptable to and are approved, accepted, and adopted, effective May 29, 2026, by the Employer on the date indicated below:

On behalf of the Central Florida Tourism Oversight
District

Signature: _____

Print: _____

Title: _____

Date: _____

EXHIBIT B

Central Florida Tourism Oversight District

Second Restated Central Florida Tourism Oversight District Voluntary Employees' Beneficiary
Association

Bylaws

**SECOND RESTATED
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
BYLAWS, "Bylaws"**

ARTICLE I

NAME & NONPROFIT STATUS

1.1 Name.

The name of this Association shall be Central Florida Tourism Oversight District Voluntary Employee Beneficiary Association (hereafter referenced as the "Association" or "CFTOD VEBA").

1.2 Nonprofit Status and Exempt Activities Limitation.

a) Nonprofit Legal Status. CFTOD VEBA is a Florida non-profit association, tax exempt under Section 501(c) (9) of the Code, organized under State law, in general, and Florida Statutes Chapter 736.0402, in particular. The trust is a charitable trust under Florida Statutes Chapter 736.0405, operated exclusively for the governmental purpose of providing for the payment of continued sick, accident, death, or other benefits ("benefits") to eligible employees, as required of the Central Florida Tourism Oversight District in accordance with Florida Statutes Chapter 112.0801, the Survivor Income Plan, and internal policy. As such, CFTOD VEBA is a "voluntary employee benefits association" within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986 ("Code").

b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this CFTOD VEBA shall take any action or carry on any activity by or on behalf of the CFTOD VEBA not permitted to be taken or carried on by an organization exempt under Section 501(c)(9) of the Code. The CFTOD

VEBA will only involve itself with income from the District related to the exercise of an essential governmental function, as provided in section 115 of the Code. No part of the principal or net earnings of the CFTOD VEBA shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the CFTOD VEBA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Bylaws, the Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association Plan, and the Central Florida Tourism Oversight District Voluntary Employees' Beneficiary Association Other-Post Employment Benefits Trust.

c) Distribution Upon Dissolution. Upon termination or dissolution of the CFTOD VEBA, any assets lawfully available for distribution shall be distributed to one or more irrevocable trusts to be used to provide benefits similar to those described herein for the individuals described herein. This includes an irrevocable trust to be maintained by the District.

ARTICLE II

PURPOSES AND POWERS

2.1 Purpose.

CFTOD VEBA's purpose is to receive, monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Code; namely, the provision of statutorily-required and policy-required benefits to certain former employees of Central Florida Tourism Oversight District ("the District").

CFTOD VEBA accomplishes its purpose by receiving funds from the District; holding such amounts in an irrevocable trust; investing such amounts in appropriate investments that balance

risk, returns, and the appropriate levels of liquidity, in line with the District's investment policy and restrictions; releasing funds for benefits; and, preparing or obtaining reports as necessary to monitor those funds.

2.2 Powers.

The CFTOD VEBA shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the purposes for which the CFTOD VEBA is organized.

ARTICLE III

MEMBERS, DIRECTORS, & COMMITTEES

3.1 Membership.

Membership is limited to former employees of the District who are entitled to benefits through the District, in accordance with District policy.

3.2 Directors and Officers.

The board of directors of the District will serve as the Board of Directors of CFTOD VEBA. The officers of the District board (chair and vice chair) will have those same roles with the CFTOD VEBA board.

3.3 Board Membership.

The rules and requirements concerning board membership, including qualifications, service requirements and the number of board members will be governed by the related requirements applicable to the District board members.

3.4 Powers.

All CFTOD VEBA powers shall be exercised by or under the authority of the board, and the affairs of the CFTOD VEBA shall be managed under the direction of the board, except as otherwise provided by law.

3.5 Board of Directors Meetings.

a) Regular Meetings. The board of directors will have regular annual meetings on the date that coincides with the District's March board meeting, unless a special meeting is called. Meetings will be noticed in the same manner as is provided for the District board meetings.

b) Special Meetings. Special meetings of the board may be called on the same basis and with the same notice as provided in the rules governing the District board.

3.6 Conduct of Meetings.

Rules of attendance, decorum, quorum, conflicts of interest, passage of decisions, recording of minutes, and record-keeping will mirror those rules governing the District board.

3.7 Compensation for Board Service.

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

3.8 Compensation for Professional Services by Directors.

Directors are restricted from being remunerated for professional services provided to the CFTOD VEBA.

3.9 Committees.

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- b) fill vacancies on the board of directors;
- c) amend or repeal Bylaws or adopt new Bylaws;
- d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- e) appoint any other committees of the board of directors or the members of these committees;
- f) expend funds to support a nominee for director; or
- g) approve any transaction:
 - i. to which the CFTOD VEBA is a party and one or more directors have a material financial interest; or
 - ii. between the CFTOD VEBA and one or more of its directors, or between the CFTOD VEBA or any person in which one or more of its directors have a material financial interest.

3.10 Meetings and Action of Committees.

Meetings and action of the committees shall be governed by and held and taken in accordance with the provisions of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

3.11 Daily Oversight and Activities.

The District comptroller is hereby appointed to oversee CFTOD VEBA and to take the steps necessary to carry out board decisions and accomplish CFTOD VEBA's purpose.

3.12 Assistance and Payment for Services.

The District comptroller may utilize the assistance of other District employees. All District employees, including the comptroller, providing services to CFTOD VEBA will be compensated by the District in accordance with the terms of their employment with the District.

ARTICLE IV

CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

4.1 Contracts and Other Writings.

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds,

leases, mortgages, grants, and other agreements of the CFTOD VEBA shall be executed on its behalf by the treasurer or other persons to whom the CFTOD VEBA has delegated authority to execute such documents in accordance with policies approved by the board.

4.2 Checks, Drafts, and Draws.

The policy adopted by the District titled “Approvals and Signature Authority,” effective November 1, 2001 is hereby adopted by CFTOD VEBA, and future amendments to such policy are automatically adopted unless a separate action by the Board specifically provides for such changes to not be adopted by the CFTOD VEBA.

4.3 Deposits.

All funds of the CFTOD VEBA not otherwise employed shall be deposited from time to time to the credit of the CFTOD VEBA in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

4.4 Loans.

No loans shall be contracted on behalf of the CFTOD VEBA and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

4.5 Indemnification.

a) Indemnification of Directors. The CFTOD VEBA will indemnify a director or former director in the same manner as such directors are indemnified for their service on behalf of the District.

b) Indemnification of Employees. A District employee providing services to the CFTOD VEBA will be treated as an employee of both entities. An employee of the CFTOD VEBA

who is not a director is fully-indemnified by the CFTOD VEBA and the District for all actions taken or carried out in good faith and in the scope of the employee's employment, unless such indemnification, and the scope of such indemnification, is separately contracted with the employee.

ARTICLE V MISCELLANEOUS

5.1 Fiscal Year.

The fiscal year of the CFTOD VEBA shall be from October 1 to September 30 of each year.

5.2 Nondiscrimination, Ethics, and Other Policies.

Any policies concerning nondiscrimination, ethics, dress codes, retaliation, sexual harassment, or similar topics adopted by the District to apply to its employees or directors are hereby adopted by the CFTOD VEBA, and employees and directors will be notified of such policies in the same manner as District employees and directors are notified. Such policies will be automatically amended whenever or however the related District policies are amended, unless a separate action by the board specifically provides for such changes to not be adopted by the CFTOD VEBA.

5.3 Bylaw Amendment.

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the board, provided, however, that no amendment shall be made to these Bylaws which would cause the CFTOD VEBA to cease to qualify as an exempt association under Section 501(c)(9) of the Code, or the corresponding section of any future Federal tax code.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of CFTOD VEBA were approved by the District

Board of Supervisors on May 29, 2026 and constitute a complete copy of the Bylaws of the CFTOD VEBA.

Central Florida Tourism Oversight District
Signature: _____
Print: _____
Title: _____
Date: _____