



AGENDA

June 12, 2024
7:30pm

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
June 12, 2024
7:30 p.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SAFETY MINUTE**
- 5. PUBLIC COMMENT PERIOD**
- 6. CONSENT AGENDA**
 - 6.1** May 22, 2024 Meeting Minutes
- 7. GENERAL BUSINESS**
 - 7.1** Award of three-year contracts for commercial diving services with Denizens of the Deep, Inc. and Thompson Contracting Group, Inc. in the amount of \$1,500,000 each for a total of \$3,000,000
 - 7.2** Award of agreement for the rehabilitation of Lift Station 59 with Prime Construction Group, Inc. in the amount of \$1,555,555 plus 10% contingency for a total of \$1,711,111
- 8. PUBLIC HEARING**
 - 8.1 Chapter 163 Development Agreement – Final Reading**
 - **CONSIDERATION of request of Board approval of a Chapter 163 Development Agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S., Inc.**
- 9. OTHER BUSINESS**
- 10. EXECUTIVE SESSION**
 - 10.1 Attorney/ Client Executive Closed Session**

As requested by the Acting General Counsel, pursuant to Section 286.011(8), Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District will hold an Attorney/ Client Executive Closed Session to discuss strategy and settlement negotiations related to litigation expenditures in the following case: Walt Disney Parks and Resorts U.S., Inc. v. DeSantis, et. al., N.D. Fla. Case No. 4:23-cv-00163-MW-MJF. The persons in attendance at the closed-door meeting will be Board of Supervisor members, Vice-Chair - Charbel Barakat, Brian Aungst, Jr., Ron Peri, Craig Mateer and Bridget Ziegler; District Administrator – Stephanie Kopelousos; District Counsel Rich Komando, Acting General Counsel Daniel Langley and A. Kurt Ardaman; litigation counsel Paul Huck, Jason Gonzales and David Thompson.

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) 934-7480 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.

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
May 22, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

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Min-U-Script® with Word Index

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

* * * * *

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

Date: May 22, 2024

Time: 10:30 a.m. to 11:06 a.m.

Reported by: Tara K. Slocum, CRR, RPR,
California Certified Court
Reporter and Notary Public
State of Florida

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1 PRESENT:

2 BOARD MEMBERS: Charbel Barakat, Vice Chairman; Chairmen,
3 Brian Aungst, Jr., Craig Mateer and Chairwoman Bridget
4 Ziegler (via Teams)

5 SPEAKERS: Pastor Jim Subers, CEO of Vision Orlando; Eddie
6 Fernandez, CFTOD Internal Risk Manager; Ella Hickey, CFTOD
7 Director of Building and Safety; Chris Ferraro, Director of
8 Reedy Creek Energy Services; Craig Sandt, CFTOD Principal
9 Construction Manager; Katherine Luetzow, CFTOD Planning and
10 Engineering Manager

11 CFTOD EMPLOYEES PRESENT: Stephanie Kopelousos, District
12 Administrator; Mike Crikis, Deputy District Administrator of
13 Operations; Daniel Langley, Acting Counsel for CFTOD; Eddie
14 Fernandez, CFTOD Operational Safety Consultant; Eric
15 Ferrari, Fire Chief; Alycia Mills, District Clerk/Executive
16 Assistant; Rocky Haag, External Affairs Coordinator; Tanya
17 Naylor, Director of Security and Emergency Management; Ron
18 Zupa, IT Service Delivery Manager; Samarth Thomas, Systems
19 Administrator; Katherine Luetzow, Planning & Engineering
20 Manager; Tiffany Kimball, Contracting Officer; Yenni
21 Hernandez, Chief Information Officer; Christine Ferraro,
22 Director - RCES; Ella Hickey, Building & Safety; Jason
23 Herrick, Director of Public Works and Utilities Advisor;
24 Roger Smith, Assistant Chief of Operations - Fire
25 Department; Wendy Duncan, Manager - Laboratory Operations;
Douglas Henley, Director of Facilities; Craig Sandt,
Principal Construction Manager; Joel Edwards, Deputy Fire
Chief; Holly Hagan, Security and Emergency Management
Coordinator; Wendy Duncan, Manager - Laboratory Operations

1 P R O C E E D I N G S

2 * * * * *

3 MR. BARAKAT: I call this meeting to
4 order. We are honored to have Jim Subers open
5 today's meeting with the invocation. Jim
6 Subers is a seasoned CEO with a diverse
7 background in the business of ministry. His
8 experience extends to leading nonprofit
9 organizations focusing on urban youth
10 presenting ministry, international missions and
11 more. Jim's return to Orlando to lead Vision
12 Orlando reflects his deep passion for the
13 welfare of the City. In his belief in the
14 power of community unity, Jim envisions Orlando
15 as a community known for its care for its
16 citizens and its love for God. Alongside his
17 professional achievements, Jim cherishes his
18 family, having been married to his wife,
19 Janice, for over 40 years, and being a proud
20 parent to four children and six grandsons.

21 God bless you, Jim, please...

22 MS. SUBERS: Thank you. It's a privilege
23 to be here today.

24 And thank you, Stephanie, for -- and your
25 team for this opportunity, as well.

1 At Vision Orlando, our hearts connect
2 marketplace leaders, church of leaders and
3 government leaders together so the City will
4 flourish.

5 Two ideas that I have kept to believe are
6 important to successful leadership and
7 decisionmaking is gratitude and humility. And
8 so as I share -- as I pray today, I want to
9 share two scriptures regarding that. Psalm 100
10 says, enter His gates with Thanksgiving and his
11 courts with praise. The world is beginning to
12 recognize the power of gratitude.

13 Deliberations like this are built upon the
14 foundation of building trust in social capital
15 among key constituencies. And virologists tell
16 us that gratitude is what positions us for
17 relationship. So it's hard to be mad or even
18 to have our hearts closed with somebody we are
19 grateful for. So gratitude is something I like
20 to begin my prayers with because it opens my
21 heart to God. And it opens my heart to value
22 others. Psalm 127 says, unless the Lord builds
23 the house, those that labor, labor in vain.
24 Remembering this helps us to appropriately
25 position our hearts in humility. We are all

1 finite, fallen, fallible people. We are
2 limited in our understanding and our wisdom.
3 He is not. God grants wisdom in lots of ways.
4 And often times God uses other people to grant
5 the wisdom that we lack. It takes humility to
6 receive that wisdom.

7 So with that, let's pray. If you will bow
8 your heads with me.

9 Gracious God, we are deeply grateful for
10 the abundant blessings you have bestowed on us.
11 Thank you for the remarkable land, people,
12 businesses and services you have given us to
13 steward for our community, for our visitors,
14 and for future generations. Thank you for each
15 person on this Board for the unique gifts and
16 perspectives that they bring. May you grant us
17 unity in our diversity and wisdom in our
18 decisions. We know that people around the
19 world visit these 25,000 acres oftentimes
20 saving up for their once-in-a-lifetime family
21 vacation. May the decisions we make here help
22 ensure a fabulous, safe, memorable experience
23 for them and for the millions who will come
24 after. We entreat you for your direction,
25 favor and blessing in our planning and

1 decisions that you will give us wisdom and
2 humility as we seek your counsel as we listen
3 to one another so that we can make decisions
4 and honor you and strengthen our community from
5 the least to the greatest. We ask this in the
6 mighty name of Jesus. Amen.

7 MR. BARAKAT: Thank you, Mr. Subers.

8 Now let's rise for the pledge of
9 allegiance.

10 I pledge allegiance to the flag of the
11 United States of America, and to the republic
12 for which it stands, one nation under God,
13 indivisible, with liberty and justice for all.

14 Very good. All right. Now my favorite
15 part, the safety minute.

16 Now, Eddie Fernandez, why don't you join
17 us.

18 MR. FERNANDEZ: Thank you, Mr. Vice Chair
19 and Members of the Board and to our guests and
20 visitors today.

21 I would like to remind everyone that in
22 the event of an evacuation, we do have the
23 double doors to your left and right. We ask
24 that you exit in an orderly fashion. Make your
25 way out to the parking lots and to the ends of

1 the parking lots where our employees will be to
2 help guide you through the rest of the process
3 until emergency services arrive and allows us
4 permission to come back into the building.

5 We also have First Aid kits and
6 security -- I am sorry, First Aid kits and AEDs
7 at the security desk. If those become
8 necessary, we will use those as appropriate.

9 I also would like to take a moment,
10 Stephanie has approved and asked us if we would
11 do a safety tip of the month. Every month from
12 now on and this month we are going to go ahead
13 and discuss mental health awareness.

14 The month of May has long been recognized
15 in the United States as mental health awareness
16 month. Since it's inception in 1949, mental
17 health awareness month has been a cornerstone
18 of addressing the challenges faced by millions
19 of Americans living with a mental health
20 condition. Our mental health is as important,
21 if not more so, than our physical, and requires
22 our attention to remain strong. Treatments and
23 recovery of mental health injuries are very
24 effective when early and appropriate care can
25 be administered. Throughout the month of May,

1 the District encourages everyone to become
2 involved and to actively participate in the
3 national movement dedicated to eradicating the
4 stigma of discussing mental health, and to
5 fostering public education that prioritizes the
6 wellbeing of individuals and families that are
7 impacted by mental health -- mental health
8 illness. The District actively offers
9 information and resources to its employees for
10 promoting this national movement.

11 Thank you for your attention. And enjoy
12 the meeting.

13 MR. BARAKAT: Thank you, Eddie. That's
14 great. I am glad. That's a good change in the
15 program. I can't underline and emphasize the
16 importance of mental health awareness enough.
17 I had a friend recently lost a sibling very
18 young, in part due to significant mental health
19 issues. You just never know what cross people
20 are bearing, and engage in a little bit of
21 charity and offer help whenever you can.
22 That's my safety minute on that.

23 Thank you for raising that issue.

24 And, Stephanie, thank you for making that
25 change to the program.

1 So with that, we will pass on to the
2 public comment period. Do we have any? Has
3 anyone signed up for public comments?

4 Okay. In that case, since no one has
5 signed up for public comment, we will move on
6 to the consent agenda.

7 We have two items on today's consent
8 agenda, approving meeting minutes and the
9 proclamation for building and safety month. I
10 would like to welcome Ella Hickey up to present
11 the proclamation for building and safety month.

12 MS. HICKEY: Good morning, Vice Chair and
13 Members of the Board. My name is Ella Hickey.
14 I am the director of building safety here at
15 the District. I am here to present the
16 proclamation for the recognition of building
17 safety month. Each year the International Code
18 Council promotes building safety month
19 internationally in May to provide an awareness
20 of the importance of having and enforcing
21 modern building codes, which are established to
22 protect the public. Historically throughout
23 this month we celebrate the efforts of
24 architects, engineers, builders and inspectors
25 in ensuring the structural integrity and safety

1 of our homes, offices, schools, manufacturing
2 facilities, stores, and especially here within
3 the District, amusement attractions, and
4 various other public spaces.

5 Lastly I would like to give recognition to
6 Joey Rodriguez, our department manager and
7 chief building official, who spearheaded this
8 initiative. He is unable to be here today
9 because he is actually in the process of
10 conducting a very important building systems
11 test this morning along with about a dozen
12 other team members. This test is one of many
13 that are conducted by the building and safety
14 department in cooperation with fire prevention,
15 owner representatives, contractors, and other
16 participants to ensure the safety of occupants
17 within a space, and ensure a clear path out of
18 a structure in case of an emergency.

19 As Code officials, we work behind the
20 scenes day in and day out to keep the public
21 safe. Thank you for your consideration.

22 MR. BARAKAT: Thank you, Ella.

23 Before I take a motion, I just want to
24 confirm, is Supervisor Ziegler joining us via
25 remotely? Do we have her?

1 MS. ZIEGLER: I am here.

2 MR. BARAKAT: Thank you. In that case, is
3 there a motion to approve today's consent
4 agenda items?

5 MR. ANGST: So moved.

6 MR. MATEER: Second.

7 MR. BARAKAT: Thank you. All those in
8 favor say aye.

9 THE BOARD: Aye.

10 MR. BARAKAT: Any opposed? Hearing none,
11 let the record reflect that the consent agenda
12 passes unanimously. Thank you.

13 Now it's time for reports. I would like
14 to invite District Administrator Stephanie
15 Kopelousos to deliver the annual report.

16 Stephanie, please.

17 MS. KOPELOUSOS: Thank you. I am on month
18 two, and I seem to be adjusting quite well. I
19 appreciate the team that we have here, and how
20 great they have been about making sure I am
21 educated on what is going on.

22 We did spend a morning with the chief and
23 his official swearing in. So it was nice. It
24 was great to see how many people, former team
25 members, and a lot of our partners that came

1 and supported us and supported the chief. So
2 that was a lot of fun. Spent a lot of time
3 with the team, spent half a day with Ellen and
4 Joey with the Building Department looking at
5 several construction projects that are going on
6 around our property. So that was nice getting
7 to see what they do. Did a power test one
8 night that we were there. Several different,
9 not just our facilities from CFTOD, but also
10 Art of Animation, we did several of the hotels,
11 our neighboring hotels. So that was very
12 interesting. And it makes you realize how safe
13 we are here, and it's a lot because of our
14 team, and because of our partners. So that was
15 fun. And then last night went with the fire
16 chief and Tonya and her team to do some -- an
17 exercise on evacuating the Sky Liner. So we
18 saw what that looks like. So we had several
19 come down on ropes, several with some of the
20 equipment we had, but very interesting last
21 night. But no one should be worried about
22 getting stuck on it at all because we can
23 certainly get you down.

24 MR. MATEER: Great.

25 MS. KOPELOUSOS: And then last but not

1 least, attended both the City -- our City
2 Council meetings that they had this month. And
3 then we talked to them about they want to come
4 back here and do them here. So we are going to
5 try to support them in that and try to help
6 them.

7 MR. BARAKAT: That's great news. I am
8 very -- very excited to hear about the latter
9 part. I think that would be a nice sign to
10 have them in the room, and hopefully get them
11 on the You Tube feed, and open up for
12 everybody. So I think that would be wonderful.

13 Did you get to repel down from the Sky
14 Liner?

15 MS. KOPELOUSOS: I did not, but we did
16 take several of the team from Walt Disney World
17 down.

18 MR. BARAKAT: Chief, count me in for the
19 next one. All right.

20 Well, thank you, Administrator.

21 Now I would like to -- I would like to
22 welcome up Chris Ferraro to provide the
23 semi-annual report on the Electric Reliability
24 Compliance Program.

25 MS. FERRARO: Thank you. And good

1 morning, Board members and District
2 Administrator.

3 This morning I am here to provide a
4 semi-annual report of the District's electric
5 reliability compliance program activities. So
6 you are in my wheelhouse now. This is the
7 electric system. So I will be brief and give
8 you a little bit of background why the District
9 has this program.

10 So the District is a registered entity
11 with the North American Reliability Corporation
12 in compliance with about 30 standards for the
13 District's electrical system. The North
14 American Reliability Corporation, or NERC, has
15 delegation from the Federal Energy Regulatory
16 Commission, or FERC, to be the electric
17 reliability organization to ensure the
18 reliability standards are met for the entire
19 electric grid.

20 FERC came out of -- was formed in 2005.
21 But the catalyst for that formation was a very
22 large and widespread electric outage in 2003
23 that impacted the Northeast and Midwest and
24 left eight states without power. So in 2005,
25 the United States Energy Policy Act established

1 the Federal Energy Regulatory Commission.
2 Because of its location in Florida, I will
3 subtitle it, utilities are also subject to
4 regulation by the Southeast Electric
5 Reliability Corporation or SERC, and they have
6 got that southwest corner and midwest corner of
7 the electric grid carved out. And they are
8 responsible for those standards.

9 So a lot to comply with, so the District
10 has established an Electric Reliability
11 Compliance Program. And because of its
12 importance, the Board receives periodic updates
13 on the activities of that plan.

14 My report today covers the activities from
15 October 1st of 2023, to March 1st of 2024.

16 So most notably for the Board's
17 information, during this time frame, all
18 electrical reliability standards requirements
19 were met. And the compliance tasks were
20 completed without exception.

21 The District's Compliance Program
22 establishes two groups to help administer the
23 program. There is an Executive Compliance
24 Committee. And then there are working
25 committees that take care of tracking the tasks

1 that are required. There is a regular cadence
2 for meeting and check-in for both of those
3 committees. And both held the required
4 meetings.

5 There has also been a recent review of the
6 guiding document for the program. And we are
7 making up dates now in Q3 that reflect the
8 changes in the District's charter and the
9 changes in our District leadership team.

10 Our Southeast Reliability Corporation
11 started a new membership portal. They are
12 going to share information and gather
13 information in that portal, and we have been
14 included in that. We have all our
15 registrations, and our members will be
16 participating in that portal.

17 During the time frame there were
18 compliance activities associated with the North
19 American Reliability Corporation as follows:

20 There was an annual report submitted confirming
21 the District's registry with that corporation.

22 And there was a submission of artifacts
23 demonstrating the District's compliance with
24 under frequency, load check program. So this
25 is an automatic program throughout the State of

1 Florida.

2 In the event of an emergency on the
3 electric grid in a place remote from the
4 District, they can operate some of the circuit
5 breakers, and interrupt some load inside of the
6 District to help preserve the electric grid in
7 Florida during extreme emergency. This hasn't
8 happened in more than 20 years, but we still
9 test for it, and make sure that we are
10 complying to help support the State.

11 Additionally, there were requirements that
12 were met that are part of SERC's requirements,
13 Southeast Electric Reliability Corporation. We
14 completed the 2024 Inherent Risk Assessment,
15 and also there was a submission of the 2023 net
16 energy for load information. And that's just
17 kind of totaling up all of the energy consumed
18 by the electric customers inside of the
19 District.

20 And that concludes my report.

21 MR. BARAKAT: Great. Thank you, Chris. I
22 mean, I just can't thank you enough for all
23 your efforts on that front. It is a very
24 comprehensive report, and no easy task. So
25 thank you for that.

1 Now we move on to new business. For new
2 business, we have three items to consider.
3 First we have the award of the contract for the
4 2024 milling and resurfacing pavement program
5 with Watson Civil Construction. And for that,
6 we bring back our construction manager, Craig
7 Sandt.

8 Craig, you have the floor.

9 MR. SANDT: Thank you. Morning, Mr. Vice
10 Chair. Morning, Members of the Board.

11 I am here to present for consideration of
12 approval awarding contract in 2024, milling and
13 resurfacing pavement program with Watson Civil
14 Construction, Inc.

15 A brief project overview, the District has
16 an annual program for milling and resurfacing
17 that includes maintenance of traffic, erosion,
18 sediment control, guardrail removal and
19 replacement, milling and resurfacing, signage
20 and pavement markings. This year, 2024,
21 milling and resurfacing program includes the
22 following locations of milling and resurfacing:
23 Buena Vista Drive right out in front of the
24 Rivera Resort and Esplande Avenue and portions
25 of Hertzog Road located just north of Western

1 Way. This program also includes guardrail
2 replacement, removal and replacement of 21
3 locations along World Drive up to Epcot Center
4 Drive that need to be up upgraded to meet
5 guardrail specifications, current guardrail
6 specifications. Those areas are located on
7 World Drive down from Griffen Road, which is
8 just south of 192 on World Drive all the way up
9 to Epcot Center Drive with a few locations
10 located just east of World Drive along Epcot
11 Center Drive. It is a total of just shy of
12 9,000 linear foot of guardrail we will be
13 replacing.

14 Milling and resurfacing, first location
15 here is everything you can see in the lighter
16 pavement color. That's the location out there
17 on Buena Vista Drive and Esplande Avenue. This
18 is a 4 1/2-inch deep mil right here too. We
19 are looking at about three lanes in each
20 direction, 1,000 foot of deep mil in each
21 direction we would be doing. That's the first
22 location. Second location on Hertzog Road
23 north of Western Way, this is a two-lane road
24 out here, and it's about 3,400 linear foot of
25 milling and resurfacing.

1 This project went out to invitation to bid
2 on March 1st was released, and three bidders
3 bid on the work. Watson Civil Construction was
4 the lowest, most responsive bidder. These bids
5 include a unit pricing for various other common
6 milling and resurfacing scopes, which include a
7 3-inch milling and resurfacing. Originally on
8 the Hertzog portion, which we have back here,
9 was just basically the friction course, which
10 is the wearing course we had an inch
11 and-a-half. But due to the -- due to the good
12 buyout that we have had in bidding, we elected
13 to do a full depth of milling on this course,
14 which would probably prolong the life of it --
15 double prolonging the life. So through this,
16 we have actually added that full depth milling,
17 which through unit price is \$253,000, bringing
18 a total cost of \$3,457,000 for award of
19 contract to Watson Civil Construction, Inc.
20 This project is funded by planning engineering
21 planned work budgets.

22 MR. BARAKAT: Thanks, Craig.

23 Remind me, have we worked with Watson
24 Civil Construction before?

25 MR. SANDT: Yes, we have in the past too.

1 They have a paving subcontractor, Middlesex,
2 which also is familiar with working on
3 property, and they do a lot of DOT milling and
4 resurfacing projects.

5 MR. BARAKAT: So a long track record?
6 Good performance?

7 MR. SANDT: Yes, we don't have any
8 problems.

9 MR. BARAKAT: Great.

10 Any -- any other questions from the rest
11 of the Board?

12 If not, is there a motion to approve the
13 contract for the Milling and Resurfacing
14 Pavement Program?

15 MR. MATEER: Move approval.

16 MR. ANGST: Second.

17 MR. BARAKAT: Upon a motion and second,
18 all those in favor say aye.

19 THE BOARD: Aye.

20 MR. BARAKAT: Any opposed? Hearing none,
21 let the record reflect the motion passes
22 unanimously.

23 Thank you, Craig.

24 MR. SANDT: Thank you.

25 MR. BARAKAT: Second we have the

1 three-year continuing services contract for
2 roadway and maintenance construction services
3 with Stage Door II, Inc.

4 Katherine Luetzow, planning and
5 engineering manager will you please -- welcome.
6 First of all, why don't you please elaborate on
7 your recommendation?

8 MS. LUETZOW: Good morning.

9 So as mentioned, this is a request for
10 continuing services for roadway maintenance and
11 construction services. So as part of
12 caretaking for our existing roadway
13 infrastructure, we have periodic as well as
14 emergency needs from time to time to do
15 small-scale repair, items such as potholes or
16 guardrail strikes. These items are small and
17 typically unknown in advance of exact
18 locations. So as such, it's hard to package in
19 a larger project, or you just simply don't know
20 in advance. So as such, we have this need for
21 a continuing services contract to have that
22 ongoing support.

23 So in February, we released an invitation
24 to bid for this emergency as well as ongoing
25 maintenance repair contracts. We are

1 requesting a three-year contract for a
2 qualified contractor to do this performance for
3 us. As part of this bid, we requested
4 fully-loaded rates for those common items, such
5 as pothole or guardrail components, as well as
6 labor and equipment rates for some of the
7 unknown factors that we might experience
8 throughout the life of this contract. And as
9 such, we are requesting a maximum spending
10 amount of \$3 million for all three years.
11 Individual projects and work authorizations
12 will come in, and they will be funded under
13 planning engineering's approved budget as
14 needed.

15 We received four bids as part of this
16 project. And because this is a continuing
17 services, these bids were evaluated based on
18 sample projects. So the sample projects were
19 typical items that may come up during the life
20 of this service. They were not shared with the
21 contractors in advance. We applied their unit
22 rates to the sample projects to determine low
23 bid. And as shown, our low bidder was Stage
24 Door II, Inc. They are a local vendor who has
25 done work on property before, as well as work

1 with adjacent municipalities such as Orange
2 County.

3 And after evaluation, we are recommending
4 award to Stage Door II, Inc. as our low bidder.

5 MR. BARAKAT: Very good. Any questions?
6 Questions for the Board?

7 All right. Is there a motion to approve
8 the continuing services contract for roadway
9 maintenance construction services with Stage
10 Door II?

11 MR. ANGST: So moved.

12 MR. MATEER: Second.

13 MR. BARAKAT: On a motion to second, all
14 those in favor say aye.

15 THE BOARD: Aye.

16 MR. BARAKAT: Any opposed? Hearing none,
17 let the record reflect the motion passes
18 unanimously.

19 Thank you, Katherine.

20 Very good. All right. Item 8.3 on the
21 agenda, approval for the finance department to
22 pursue bond funding to support infrastructure
23 needs for the District's Roadway Capital
24 Improvement Program in the amount of
25 \$99,300,000.

1 It's my understanding this agenda item is
2 to improve steps needed to be taken by the
3 District staff to obtain approvals for bond
4 funding and move forward on necessary
5 transportation projects. The agenda item to be
6 cleared does not authorize the issuance of any
7 bond or approve any particular capital
8 improvement project. And the Board will retain
9 its right to have final approval of any bond
10 funding in terms, and will consider the capital
11 improvement projects using such bond funding at
12 future Board meetings. So this is really just
13 sort of initiating that process.

14 The District Administrator -- the District
15 Administrator will be presenting this item.

16 Stephanie, please.

17 MS. KOPELOUSOS: And for the members, when
18 I first, day one when I walked in, one of the
19 things the team said to me was we have to fund
20 World Drive North. That was one of the
21 drivers, one of the important projects in the
22 District, and we talked about the bonding and
23 what needed to be done. That is really the
24 project that is driving us today to come before
25 you to request this approval for us to start

1 looking at, and getting our ducks in a row to
2 go out to look at what we can get in the bond
3 market for some of these projects. We have
4 listed several in the Power Point. If you want
5 to go through, we have some pictures of what we
6 are looking at, some of the things we may come
7 to you after we get this. But we really would
8 like your approval for us to start down that
9 path to see what the bond market can bear for
10 us.

11 You can go down. If you look at the last
12 slide, we just have several of the projects
13 that we are talking about. We have two bridges
14 that probably need to be addressed sooner
15 rather than later. And we need to do them at
16 the same time, that is what is driving those.

17 And then, Ron, if you will just keep going
18 and go to the last slide. This shows you the
19 timeline in which we will come back to you to
20 look at kind of next steps. So you will see
21 this again, and we will have lots of discussion
22 on which projects would be included.

23 MR. BARAKAT: So we expect this will all
24 -- looks like this will all play out over the
25 next three to four months next quarter?

1 MS. KOPELOUSOS: Summer.

2 MR. BARAKAT: Very good. Couple comments,
3 but do we have any questions from other --

4 MR. ANGST: I don't have any questions. I
5 have comments.

6 MR. BARAKAT: Go for it.

7 MR. ANGST: Thank you, Mr. Chair.

8 So thank you, District Administrator
9 Kopelousos.

10 And thank you, Craig and Katherine and
11 your teams.

12 This is something that I was aware of
13 before becoming appointed because the World
14 Drive project has been in planning and approval
15 for quite some time. And the funds that are
16 being allocated have already been approved by
17 the voters, and have been intended to be spent
18 for these purposes. So when I got on board, it
19 is something that I have been aware of, and
20 very pleased with your progress, and the fine
21 work of your team. And it is certainly
22 critical for us to continue this work and make
23 sure it's funded and timely completed.

24 Obviously, World Drive was in three
25 phases. And when we got here, I think we were

1 still in Phase I -- just getting done with
2 Phase I. So fully supportive in continuing
3 these important infrastructure improvement and
4 safety efforts. And I just want to thank our
5 team and say greatly appreciate it. And
6 looking forward to getting those 50-year-old
7 bridges replaced, and also looking forward to
8 the future of Western Way and more to come on
9 that conversation.

10 So thank you all very much.

11 MR. BARAKAT: Anything?

12 MR. MATEER: No.

13 MR. BARAKAT: Great. Well, I will just
14 add to that. Yeah, I probably spent more time
15 over the course of my time on the Board thanks
16 to Craig's great patience driving me up and
17 down and in circles on the property, back and
18 forth on all our roads. And you can, I think,
19 intellectually understand the need for this
20 work when you see it for yourself. We are
21 talking about bridges zero and one on the
22 property. They have outlived their useful life
23 to a great extent. These are urgently needed.
24 And it's great that we are able to take a
25 positive step in the right direction. And

1 hopefully maybe we get some good movement in
2 rates so that the borrowing costs will be a
3 little more favorable over the next few months.
4 So with that, I am very -- very supportive. I
5 can't -- can't emphasize my support enough,
6 frankly.

7 So with that, is there a motion to direct
8 District staff to take steps needed to solicit
9 proposals for bond funding to support
10 infrastructure needs for the District's Roadway
11 Capital Improvement Program in the amount not
12 to exceed \$99.3 million and bring back future
13 Board approval, a staff recommendation for bond
14 financing, bond authorization documents, and
15 capital improvement projects using such bond
16 funding?

17 MR. MATEER: Move for approval.

18 MR. ANGST: Second.

19 MR. BARAKAT: Upon a motion and a second,
20 all those in favor say aye.

21 THE BOARD: Aye.

22 MR. BARAKAT: Any opposed? Hearing none,
23 let the record reflect the motion passes
24 unanimously.

25 Thank you Stephanie, Craig, and the whole

1 team.

2 All right. Now we move on to item nine
3 public hearing regarding Resolution No. 661.

4 Our general counsel will now read the
5 resolution title.

6 MR. LANGLEY: Resolution No. 661, a
7 resolution of the Central Florida Tourism
8 Oversight Direct amending Article 6 of the RCID
9 land development regulations to create a new
10 Chapter 6-110 regarding development agreements;
11 providing for codification, severability,
12 conflicts and an effective date.

13 MR. BARAKAT: Thank you, Dan.

14 Now, I would like to welcome back the
15 District Administrator to continue her
16 presentation and present the resolution of --
17 present the resolution, please.

18 MS. KOPELOUSOS: Yes, and I will be brief
19 on this. This really gives -- gives us the
20 authority to enter into development agreements
21 with any of our property owners. And so what
22 we are looking for is the authority to do that.
23 As you recall, part of the settlement agreement
24 was to walk down this path. We are beginning
25 the complying update. And so getting --

1 getting the authority to do development
2 agreements would be extremely helpful to us as
3 we walk down this path.

4 MR. BARAKAT: Great. And I -- okay.
5 Great. And I guess, my -- you know, what I
6 would add to this -- and Dan, I mean, quick
7 question for you. I know we discussed this at
8 some length -- but in my view, this is a
9 general sort of implementing resolution that
10 gives us pretty broad latitude to engage with
11 and negotiate the development agreements going
12 forward. Is that a fair characterization?

13 MR. ANGST: Yes, that's a correct
14 statement. This is, essentially, the
15 legislation that the District is passing to
16 implement into our land development
17 regulations, the authority of the District to
18 enter into development agreements, and also,
19 essentially, the framework for which
20 development agreements have to meet and comply
21 with the development agreement statute, does
22 not require us to approve any development
23 agreement, nor does it dictate the specifics of
24 the development agreement as a framework for
25 what a development agreement would need to

1 address. And it's consistent with the
2 development agreement statute.

3 MR. BARAKAT: That was my next question.
4 I think in drafting it, the consideration, this
5 is sort of in line with sort of best practices
6 across Districts and comparable local
7 governments across the state; is that fair?

8 MR. ANGST: Yeah, one of the things we did
9 is we did a survey of other local governments
10 to see what they did with respect to the
11 implementation of development agreement
12 regulations. And we sort of took from the best
13 of those and put that together into this
14 resolution.

15 MR. BARAKAT: Great. Thank you.

16 With that, any further questions from the
17 Board on this front?

18 Okay. Well, this is a public hearing. So
19 there are -- we have to open it up for public
20 comments, which is always great.

21 Are there any members of the public that
22 would like to speak concerning Resolution
23 No. 661?

24 All right. In that case, hearing none, I
25 will now close public comment, and request the

1 Board for a motion.

2 MR. ANGST: Mr. Chair, I move to approve
3 Resolution No. 661.

4 MR. MATEER: Second.

5 MR. BARAKAT: Okay. Hearing a motion and
6 a second, all those in favor say aye.

7 THE BOARD: Aye.

8 MR. BARAKAT: Any opposed? Hearing none,
9 let the record reflect that the motion passes
10 unanimously. Very good.

11 Well, listen, it's another productive and
12 speedy meeting. And, you know, hopefully -- I
13 know in the eyes of the associated press, we
14 may be increasingly boring, but I think a very
15 productive meeting. And I am proud of the work
16 we are doing. So I thank everyone for your
17 efforts, your participation. I am honored that
18 you all take the time to engage with this
19 process. I am proud of the team we have. And
20 I am sure I reflect that in the statements --
21 or the sentiments for the rest of the Board. I
22 can't thank you all enough for the work you do
23 on a daily basis. This is no easy task. It is
24 -- this is one of the most complex sort of
25 governmental areas, districts, not just the

1 state, but the country, and I can't thank --
2 thank you enough for your efforts.

3 So before I ask for a motion to adjourn,
4 do any members have any comments?

5 All right. Then I will -- I will -- is
6 there a motion to adjourn?

7 MR. ANGST: So moved.

8 MR. MATEER: Second.

9 MR. BARAKAT: Upon a motion and a second,
10 all those in favor say aye.

11 THE BOARD: Aye.

12 MR. BARAKAT: Any opposed?

13 All right. As there is no further
14 business, I hear by adjourn the May 22, 2024,
15 meeting of the Central Florida Tourism
16 Oversight District Board. The time of
17 adjournment is approximately 11:06. The
18 meeting is adjourned.

19 Thank you all. Have a great week.
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CERTIFICATE OF REPORTER

STATE OF FLORIDA:
COUNTY OF ORANGE:

I, TARA K. SLOCUM, RPR, CRR, CSR, Court Reporter and Notary Public, certify that I was authorized to and did stenographically report the foregoing proceedings and the transcript is a true and accurate record of my stenographic notes.

DATED this 31st day of May 2023.



TARA K. SLOCUM, RPR, CRR, CSR
Court Reporter

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 06/12/2024

Subject: Award of Bid #C006535 Commercial Diving Services in the amount of \$3,000,000

Presented By: Katherine Luetzow, Manager of Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.1 award of three-year contracts for commercial diving services to Denizens of the Deep, Inc. and Thompson Contracting Group, Inc. in the amount of \$1,500,000 each, for a total of \$3,000,000

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released to the public: February 17, 2024; Shortlist Committee Meeting April 4, 2024; Final Selection Committee Meeting: April 25, 2024

BACKGROUND: Commercial diving contracts support the Public Works Department's need to provide periodic maintenance and rehabilitation, including emergency repair construction services related to existing water control structures and components of the master drainage system. The scope of work includes a variety of commercial diving and small scale marine construction services, including but not limited to: inspections, concrete and steel repair above and below water, part replacement and adjustments, erosion repairs, culvert joint repair, etc.

Services will be request by Task Work Order and provided on an as-needed basis, which are typically small maintenance or repair items not suited to become a larger planned work project. The scope also contains emergency response provisions for the same. As this work cannot be fully quantified due to the unknown nature, two (2) continuing services contracts with a maximum limiting amount of \$1,500,000 for each contractor is requested. These contracts will be for a three (3) year term, for a maximum expenditure of \$3,000,000.

FINDINGS AND CONCLUSIONS:

On February 17, 2024, Letter of Interest ("LOI") #C006535 was released to obtain proposals for commercial diving services. Due to the unique demands of the District in providing flood control and the rarity of our primary water control structure type, the bidders were given the opportunity to submit proposals based on qualifications.

Six (6) proposals were received as follows:

- AC Plus Marine, Inc.*
- Denizens of the Deep, Inc.*
- In Depth Inc.
- Nordic Underwater Services, Inc.
- Thompson Contracting Group, Inc.* and **
- Underwater Engineering Services, Inc.

*Buy Local Bidder **Veteran Small Business

After conducting a review of proposals received, shortlisting, and a follow-up question and answer session, it was determined to award to the two highest ranked proposers: Denizens of the Deep, Inc. and Thompson Contracting Group, Inc.

The Public Works Department is requesting approval of two (2), three-year continuing services contracts for commercial diving services:

- Denizens of the Deep, Inc. (Contract No. C006535)
- Thompson Contracting Group, Inc. (Contract No. C006581)

FISCAL IMPACT:

The contract establishes a maximum \$1,500,000 cap for each contractor. Individual Task Work Orders will be funded as needed from approved Planning & Engineering budget.

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

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract #C006535 – Denizens of the Deep, Inc.

Contract #C006581 – Thompson Contracting Group, Inc.

Evaluation Scores

COMMERCIAL DIVING CONTINUING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of June 26, 2024 by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "CFTOD" or "District"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Denizens of the Deep, Inc.**, (herein referred to as the "Contractor"), whose mailing address is 1521 Sand Pine Trail, Frostproof, Florida 33843.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Letter of Interest ("LOI") No. C006535 on February 16, 2024 for Commercial Diving Services;

WHEREAS, four (4) proposers responded, and Denizens of the Deep, Inc. was the highest ranked proposer. The Contractor was subsequently selected as one of the two intended awardees for these services; and

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

1. **DEFINITIONS.**

- A. Agreement. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 of this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Section 23 - Contract Documents.

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

- A. Effective Date and Term. This Agreement shall become effective, and commence on **June 26, 2024** and continue in effect for a term of **THREE (3) YEARS**, through and including **June 25, 2027**.
- B. Project Quotes. Once a project has been identified, the Owner will request a quote. The Contractor shall provide a detailed quote utilizing the Rate Schedule and include supporting price and quantity breakdown for additional materials as required. The Contractor shall provide associated quantities with each line item. The detailed quote shall be submitted to the Owner within ten (10) calendar days after initial request, unless work has been identified by the Owner as an emergency situation or otherwise approved by the Owner.
- C. Task Work Orders on Individual Projects.
 - (1) Regular Projects (non-emergency): Contractor shall not commence work until a Task Work Order is executed and provided from the Owner.
 - (2) Emergency Projects: If the Owner has identified the work as an emergency situation, written authorization from the Owner's Representative in the form of an email or text may be used as authorization to proceed using the pricing in Exhibit A. Any off-contract pricing must be pre-approved by the Owner's Representative.
 - (3) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and substantial completion and final completion dates shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track

Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

- D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
 - E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - F. None of the provisions of this section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional professional services.
4. **CONTRACT SUM.** Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a maximum limiting amount not to exceed **ONE MILLION, FIVE HUNDRED THOUSAND AND ZERO ONE-HUNDRETHS DOLLARS (\$1,500,000.00)** (herein referred to as the "Contract Sum"); and the Reimbursable Expenses shall in no event exceed **(N/A)**.
- A. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.
 - B. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.
 - C. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.
 - D. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.
 - E. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869

All invoices shall be sent to ap@oversightdistrict.org
 - F. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs A, B, C, and D herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.
 - G. Owner retains the right to reduce any portion of Contractor's Services at any time.
5. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**
- A. The Contractor hereby represents and warrants to the Owner that:

- (1) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;
- (2) it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
- (3) 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
- (4) it has, by careful examination satisfied itself as to: (i) 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; (ii) 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; (iii) 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 (iv) 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.

B. 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.

C. WARRANTY. Contractor shall guarantee that the Work shall be free from any defects in materials and workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project.

6. **INSURANCE; INDEMNIFICATION.**

A. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- (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;
- (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;
- (3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- (4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least \$1,000,000 per occurrence;

- (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.
 - (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.
 - (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.
 - (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.
 - (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.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Contractor shall indemnify the Owner 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 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 Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the

Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

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

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

8. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services will be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services will be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

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

10. 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.

11. **ASSIGNMENT.** This Agreement is for the personal 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.
12. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 3, 4 and 7, through the date of termination.
13. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
 - B. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
 - C. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

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

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

If to Contractor: DENIZENS OF THE DEEP, INC.
1521 Sand Pine Trail
Frostproof, FL 33843
Attention: Shawn R. Woodward

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

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

15. OWNERSHIP OF WORK PRODUCT.

- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. LEGAL PROCEEDINGS.

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole

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

- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so 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 shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. 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.

17. MISCELLANEOUS PROVISIONS.

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

18. **THE OWNER'S REPRESENTATIVE.** The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Mandee Brandt** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; 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.

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

19. **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.

20. **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.

21. **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.
- A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
 - B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - (1) On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
 - (2) Engaged in business operations in Cuba or Syria.
 - C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
 - (1) Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
 - (2) Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.
 - D. If this Agreement is terminated by the Owner as provided in paragraph C 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.
 - E. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
 - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
22. **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.
23. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Services and Rate Schedule (A-1 through A-16)

Exhibit B: Special Contract Conditions (B-1 through B-15)

Exhibit C: Contractor Proposal (C-1 through C-2)

- 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**

Signature: _____

Print Name: Charbel Barakat

Title: Vice Chairman of the Board of Supervisors

Date: June 26, 2024

CONTRACTOR

DENIZENS OF THE DEEP, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A
SCOPE OF SERVICES AND RATE SCHEDULE
Contract No. C006535

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform various inspections (above and below water), maintenance and repair (above and below water) and marine construction services for the District water control structures. Contractor shall provide emergency response for the primary water control structures within the District's master drainage system. Services shall be performed on an as-needed basis. Contractor will proceed with work when requested and agreed to by the Owner.

SECTION 1. SCOPE OF SERVICES FOR COMMERCIAL DIVING

1.1 General Conditions

Contractor shall furnish all materials, tools, equipment, labor, permits, license, transportation, and professional and non-professional services (unless designated as furnished by the Owner) and shall perform all other acts and supply all other things necessary to fully and properly complete the Work assigned.

Contractor shall note that the majority of the water control structures and system may be remote. Contractor shall have a four (4) wheel drive work vehicle capable of traveling along unpaved levees with potential conditions such as minor depressions, pot holes, puddles, various states of mowing, etc. During inspections and other work at these structures, there will not be facilities such as restrooms, microwave/refrigerators or other appliances, etc. Therefore, Contractor will need to bring all meals, water, etc. and use public facilities as available when moving throughout property if necessary.

The District shall not provide a storage facility/laydown area on property for this agreement. However, if there are specific projects/repairs authorized under this agreement, site specific areas may be identified for the Contractor to use as temporary parking/laydown. At no times shall equipment, materials or supplies be stored in wetlands or wooded areas adjacent to any work area. Contractor shall promptly repair and/or replace any damage caused by its operation and dispose of all debris as directed by the District. Contractor shall be responsible for security of its stored materials and equipment.

Contractor shall abide by **Section 5. Conduct & Clothing Requirements** and shall ensure all staff, subcontractors, vendors, etc. working under this agreement shall act in a professional manner.

1.2 Emergency Response Work

This agreement includes emergency response as needed to support the District in responding to items that may threaten the functionality of the water control system and/or the safety and welfare of the public.

As part of this agreement, the Contractor shall provide the District a primary contact with a 24-hour attended telephone number for the District to call to request emergency response service. Contractor shall provide same day response for any emergency request twenty-four (24) hours per day, seven (7) days a week, including holidays. Contractor shall provide acknowledgement to the District of request and promptly coordinate response, generally reporting to location on property within four (4) hours of receipt of Owner's request unless approved otherwise by Owner. If the primary contact is unavailable, they shall let District staff know in advance and shall provide an alternate contact for the duration they are unavailable to maintain emergency coverage.

Emergency response is typically to perform an inspection to identify source of a concern, stabilize a structure, restore function to a structure or open/close a structure, as needed to address imminent

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threats regarding structural operation. This agreement is not intended for large-scale structural failure or major structure rehabilitations.

1.3 Storm Preparation & Response

When a named storm has formed (or other weather event threat is identified) and it is likely that there will be impacts to the District and the surrounding area, it is crucial to the District's operations and the safety and welfare of the public to provide disaster response as quickly and efficiently as possible. Disaster response will potentially include staging of equipment, debris removal along the canals and levees and providing emergency inspections and repairs to water control structures.

Contractor shall guarantee a dedicated priority response to the District. Prior to the storm, a list of contacts for standby personnel shall be provided to the District. Contractor may need to stage equipment onsite during the storm to provide quick response times to address emergencies. When safe to travel, the Contractor shall respond where directed by the District and make the restoration and repair of the District's water control structures a top priority.

In advance of named storms, when required, the Contractor may need to assist with storm preparation including, but not limited to, inspection and clearing of trash screens or pulling screens as directed by the District.

1.4 Services

The District may seek assistance for a variety of services from the Contractor including various inspections (above and below water), maintenance and repair (above and below water) and marine construction services.

A. General

1. Contractor shall act in the best interest of the District.
2. Contractor shall protect its work and all adjacent areas from damage caused by its operation.
3. Contractor shall promptly repair and/or replace any damage caused by its operation and dispose of all debris as directed by the District.
4. Contractor shall coordinate with all subcontractors, District staff, and the District's Utility Division staff as necessary for a successful project.
5. Contractor shall submit a project/work schedule to District. Contractor will communicate with the District staff on a routine basis while a project(s) are ongoing to provide an update as to the project's progress and activities planned.
6. Contractor shall, at all times, maintain and provide competent, suitable, qualified crews and provide qualified subcontractors to perform the work as required. Contractor shall maintain good discipline and order at the work site.
7. Normal work hours will be between 7:00 AM and 5:00 PM Monday through Friday, exclusive of District holidays, unless directed otherwise by the District. Contractor shall request approval from the District at least seventy-two (72) hours in advance for work outside of the normal work hours.

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8. This is a continuing services agreement where no specific projects have been identified and the Contractor shall acknowledge the following:
 - a. The work sites for work to be performed under this agreement may be anywhere within the District's jurisdiction.
 - b. Labor and equipment rates include all overhead costs associated and shall be used in conjunction with any material costs on a time and materials basis.
9. Once a project has been identified, the District will request a quote. The Contractor shall provide a detailed quote utilizing the Rate Schedule and providing supporting price and quantity breakdown for additional materials as required. The detailed quote shall be submitted to the District within ten (10) calendar days after initial request, unless work has been identified by the District as an emergency situation or otherwise approved by the District.
10. Under non-emergency situations, no work shall begin until the District issues a Task Work Order to the Contractor. In the case that the District has identified the work as an emergency situation, written authorization from the District's representative in the form of an email or text may be used as authorization to proceed.
11. Contractor shall complete assigned projects within the time limits specified in the Task Work Orders and substantial completion and final completion dates shall be strictly enforced by District.

B. General Dive Services

1. Dive Services shall be performed by qualified individuals holding all appropriate certifications and/or licenses as required.
2. It is the Contractor's responsibility to maintain and inspect all tools and equipment necessary to perform all work. All dive equipment shall meet requirements in 29 CFR 1910, Subpart T - Commercial Diving Operations (OSHA) and/or 46 CFR 197, Subpart B - Commercial Diving Operations (USCG). All diving equipment shall be inspected and tested according to manufacturer's recommendations.
3. For SCUBA diving operations, a minimum of three (3) personnel are required: person in charge, a standby diver and the diver. For Surface Supplied Diving operations, a minimum of three (3) personnel are required: person in charge, a standby diver, the diver, and a diver-tender (may be the standby diver or person in charge). The Designated Person in Charge ("DPIC") shall be experienced, located on-scene and supervising the operation.
4. Contractor shall be familiar with diving waters of similar condition, including fresh tannic waters, with varying degrees of visibility from good to extremely poor/almost zero.
5. Contractor shall be advised of natural threats that occur within this environment including, but not limited to, snakes, turtles and alligators. Safety is paramount to the District; divers shall at all times, maintain awareness when in the District waterways.
6. Due to the wildlife present within District waterways, assistance such as licensed trappers may be coordinated by the District, to assist the dive team. Typically, this is reserved for the District's southernmost structure.

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7. Contractor shall use extreme caution near water control structures. Contractor shall use caution for other hidden potential hazards such as debris, vegetation, pumps, active gate operation, etc.
8. If conditions exist that make a dive or part of a dive deemed unsafe (e.g. WCS operation, flow conditions, wildlife, etc.) either party may express concerns, and modify planned work/inspection as necessary to ensure diver safety. The safety of the diver is solely the responsibility of the diver. However, divers who refuse to perform the tasks without just cause may be considered in breach of contract.
9. Contractor may at any time, be required to coordinate on a dive with either the District staff, or another contractor or representative working for the District.
10. At the request of the District, the Contractor shall provide a Project Site-Specific Safety Plan ("PSSP") as described in **Exhibit B - Special Contract Conditions**.
11. While the District's preference is to utilize divers, in agreed upon cases such as hazardous conditions, a Remote Visual Inspection Robot ("RVIR") may be used with approval from the District.
12. Contractor must be able to balance, climb, crawl, slide and maneuver around structures, bridges, and culverts including areas that do not have walkways or railings.

C. Equipment

Various equipment may be required depending upon the situation. In general, the Contractor shall have access to the below:

1. Contractor shall provide all tools and equipment to perform dives, inspections and any other underwater tasks.
2. Contractor shall have a four (4) wheel drive work vehicle.
3. Contractor should have access to a portable winch with all manner of chain and strap connections, to assist the District with emergency response that may require freeing or removal of debris for water control structures, culverts or drainage systems.
4. Contractor shall have access to an underwater camera that can be operated in pipes as small as 24" and for distances of at least 250', as some culverts exceed 400' in length.
5. Contractor should have access to a land/water tractor with attachments, to assist the District with emergency response that may require water access, whether at a control structure/culvert or within the master drainage system.
6. Contractor must have means of testing for underwater leaks. The Amil gates have an air ballast just below the water surface. Contractor shall be able to core drill to access ballast (if access does not already exist), pressurize the ballast and search for leaks, repair leaks, pump any water out from within the ballast and re-seal the ballast access.
7. Contractor must have tools including underwater torches, underwater welding equipment, core drills capable of drilling into steel gates and concrete aprons, small pumps and associated suction/discharge hosing, and other such items as typical in marine construction.

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8. Specialty equipment may be required from time to time, which includes, but is not limited to, cranes, concrete pump, by-pass pumps, dump truck, nondestructive evaluation equipment, etc. While the Contractor may not need to own this equipment, they must be able to obtain services within a reasonable timeframe.

D. Water Control Structure Inspections (Above and Below Water)

The District's master drainage system is controlled by twenty-seven (27) primary water control structures which include sheet pile weirs, Amil gates and sluice gate controlled culverts, the majority of which have been in constant operation since the late 1960s and 1970s. Refer to **Section 6. Location Map** for water control structure locations.

Each of the primary water control structures is usually inspected annually. The District can add, delete, or modify water control structures at their discretion. District will request annual water control structure inspections as needed. Typically, inspections occur over a four (4) consecutive day period between January and March.

In addition to routine inspection, the Contractor may be directed to inspect any of the District's water control structures at any time, including emergency and storm preparation/response activities. All inspection services shall be coordinated with District's Planning and Engineering staff.

Inspection scope shall consist of the following:

1. Inspection services will be coordinated with District's Planning and Engineering staff, and will be done in conjunction and under the supervision of a Professional Engineer from the Planning and Engineering Department or their Appointed Qualified Inspector.
2. During inspections, the Contractor shall coordinate to assist District staff with above water inspections, accessing, photographing, climbing, sliding and moving about the water control structures as needed in order to help inspect, measure and identify any deficiencies. Contractor shall not be responsible for creating reports, only conveying information to District staff, who will maintain notes. Items of interest include, but are not limited to, concrete pitting, concrete spalling, concrete cracking, corrosion of metallic members, paint/coating flaking, erosion at structure wingwalls/aprons/canal, staff gage condition, missing/damaged parts, trash screen alignments and conditions, etc. Contractor shall help assist in gathering information to convey location, degree of severity, and any associated measurements to District staff for all components of the water control structure.
3. The dive team shall inspect the structure in segments, reporting on each area to District staff, prior to moving to the next. Due to the tannic water, visibility may be poor, and therefore it is important that dive teams are familiar with identifying and estimating items such as concrete pitting, spalls and cracking via touch. Typical items of interest on the underwater inspection include, but are not limited to, debris/silt accumulation, concrete pitting, concrete spalling, concrete cracking, steel corrosion/pitting/coating flaking, section loss within steel members, trash screen condition, trash screen support conditions, Amil gate ballast joints, energy dissipater condition, undercutting or erosion of aprons or wingwalls, sluice gate and frame condition, etc. Contractor shall help assist in gather information to convey location, degree of severity, and any associated measurements to District staff for all components of the water control structure.

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4. As the structures vary in size and type, some structures will take longer to inspect than other structures. As such, water control structure pricing will be based on whole day and half day rates as shown in **Section 4. Rate Schedule**.

E. Culvert/Pipe Inspections (Above and Below Water)

Various pipes and box culverts are present throughout the District's master drainage system. Under this contract, critical locations, approximately 26 in total, of various size pipes and box culverts will be inspected on a routine basis such that each of the culverts is inspected every five (5) years. Contractor shall be advised the District can add, delete, or modify the culverts at their discretion. District will request culvert/pipe inspections as needed.

In addition to routine inspection, the Contractor may be directed to inspect any of the District's culverts/pipes at any time, including emergency and storm preparation/response activities. All inspection services shall be coordinated with District's Planning and Engineering staff.

Inspection scope shall consist of the following:

1. Inspection services will be coordinated with District's Planning and Engineering staff, and may be done in conjunction and under the supervision of a Professional Engineer from the Planning and Engineering Department or their Appointed Qualified Inspector.
2. Contractor shall identify any culverts where underwater camera may be required as soon as possible, including prior to pricing or commencement of work. In general, for pipes less than 48", a Remote Visual Inspection Robot shall be used to provide video inspections in wet conditions. A pipe inspection crawler shall be used in dry conditions.
3. Contractor shall be advised that a wide range of flow conditions may exist at the various culvert locations including fully submerged, partially submerged, muck, and dry conditions.
4. Contractor shall perform an above water inspection on any culvert component including, but not limited to, end treatments, access manholes, etc. Contractor shall inspect, measure, document including photograph and identify any deficiencies. Typical items of interest include, but are not limited to, erosion/scour, riprap or various erosion protection condition, debris around end treatments, concrete cracking/spalling/pitting of end treatment, depressions along pipe alignment, etc. Contractor shall gather information to convey location, degree of severity and any associated measurements for the structure.
5. The dive team shall inspect the culverts documenting conditions including measuring and photographing, as needed, and identifying any deficiencies. If submerged, due to the tannic water, visibility may be poor, and therefore it is important that dive teams are familiar with identifying items such as concrete pitting, spalls and cracking via touch. Typical items of interest on the culvert inspection include, but are not limited to, debris/silt accumulation, concrete cracking, concrete spalling, concrete pitting, exposed rebar, voids, root intrusion, joint irregularities, underwater erosion, underwater riprap or various erosion protection condition, etc. Contractor shall provide a summary report for each culvert/pipe inspected. Contractor shall use the Federal Highway Administration ("FHWA") Bridge Inspector's Reference Manual ("BIRM") as reference for the culvert inspections. Report shall include, but not be limited to, structure name, size, location, material type, overall condition rating, summary of inspection, recommendations for repairs if necessary, photos, and inspection notes. The summary of inspection shall include condition pipe/culvert, locations of

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deficiencies, number of CBC joints, if pipe/culvert has previously been repaired, condition of repair, etc.

6. Culvert inspection shall be performed in conformance with American Association of State Highway and Transportation Officials ("AASHTO") Culvert and Storm Drain System Inspection Guide.
7. As the culverts vary in size and length, some culverts will take longer to inspect than others. Refer to **Section 4. Rate Schedule** for pricing request based upon type of inspection and culvert sizing.

F. Underwater Bridge Inspections

The District performs biannual bridge inspections as required by Florida Department of Transportation ("FDOT"). Under this agreement, the District may request the Contractor to perform the underwater component of the bridge inspection, whether for routine inspection purposes or for emergency response. Contractor shall perform the underwater component in coordination with District's Planning and Engineering staff, and in conjunction and under the supervision of an appointed registered Professional Engineer ("PE") and FDOT Certified Bridge Inspector. There are a total of approximately fifteen (15) bridges that will require underwater bridge inspection within the District's boundary limits. Contractor shall not be responsible for creating reports, only conveying information to the PE, who will maintain notes for usage in compiling required inspection reports. The District at any time may add, subtract or modify bridges requiring underwater inspections. District will request Contractor to perform the underwater component of the bridge inspections as needed.

Underwater Bridge Inspections will be performed in conformance with the FDOT and federal inspection guidelines and bridge inspection standards.

Inspection scope shall consist of the following:

1. Refer to **Section 2. Scope of Services for Bridge Inspections** for the District's typical bridge inspection scope and all required criteria for inspection.
2. All dive teams performing underwater bridge inspections are required to be led by a qualified diver meeting the requirements of the National Bridge Inspection Standards ("NBIS") §650.309(e), primarily having the National Highway Institute ("NHI") training: NHI Course 130091 – Underwater Bridge Inspection.
3. The minimum level for an underwater inspection consists of 100% Level I and 10% Level II as defined by FHWA Underwater Inspection of Bridge (FHWA-NHI-10-027). A Level I Underwater Inspection is a swim by inspection at arm's length of all underwater elements of the structure. All underwater surfaces of the structure shall be evaluated for deficiencies via touch. Other elements to be evaluated are evidence of scour, undermining of foundations, and the exposure of normally buried portions of the structure. A Level II Underwater Inspection involves cleaning and close inspection of a limited part of the structure. For 10% of the piles, clean a 10 to 12 inch high band at the waterline, mudline, and midway in between on a minimum of the below sides depending upon pile geometry:
 - a. Three (3) sides of rectangular piles;
 - b. Six (6) sides for octagonal piles;

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- c. Three fourths (3/4) of the perimeter for round piles;
 - d. Steel piles outside flange faces and one (1) side of web;
 - e. Four (4) equal spaced 1 foot by 1 foot (1' x 1') areas for large (> 3 ft) diameter sections.
 - f. For all large solid faced structures (piers and abutments) 1 foot by 1 (1' x 1') foot areas at three (3) levels on each face.
4. Contractor shall help assist in gathering information to convey location, degree of severity and any associated measurements for the PE for all underwater components of the bridge. The portion of the bridge that receives a Level II Inspection shall be documented in the bridge inspection report. The portions receiving a Level II Inspection shall not be repeated in successive inspections.
 5. At times, a Level III diving inspection, which will include nondestructive evaluation, may be required at the direction of the District. This will be necessary if a detailed inspection is needed to further determine the extent of any deficiencies of a bridge member. If a Level III inspection is needed, it will be at the direction of the Planning and Engineering staff.
 6. Contractor shall perform a below water surface inspection utilizing divers for the bridges as directed by the District. Typical items of interest include, but are not limited to, concrete pitting, concrete spalling, concrete cracking, corrosion of metallic members, paint flaking, joint/seal conditions, erosion at structure abutments and banks, etc. At a minimum, the following items shall be inspected.
 - a. Check piles and abutments for signs of deterioration or damage.
 - i. Steel piles are susceptible to corrosion and have been found to be severely deteriorated at deeper water depths. Concrete jacketed piles should be evaluated for signs of corrosion from the area just below the concrete jacket all the way down to the mud line.
 - ii. Pre-stressed piles should be evaluated for longitudinal cracking especially in hollow pre-stressed piles.
 - b. Evidence of local scour should be evaluated at the bottom around the piers and the abutments. The stream bed and channel should be inspected for general scour and shifting. If scour countermeasures are present, they shall be inspected including for undermining.
 7. The inspection team should be familiar with the construction of the bridge and the site conditions before conducting the inspections. The inspection team shall review previous inspection reports, previous scour evaluation reports and As-built, if available.
 8. Cleaning of the structure may be required to facilitate the inspection. The extent of the cleaning will depend on the amount of growth present.

G. Water Control Structure and Culvert Repair (Above and Below Water)

1. Contractor may be directed to assist in repairing or restoring operational function to a water control structure or culvert.

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2. All workmanship, equipment, material and articles incorporated in the work covered by this agreement shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by the District.
3. Contractor shall procure and pay for any and all permits required to complete work.
4. Contractor shall field verify all dimensions and conditions prior to working.
5. Contractor shall submit all necessary documents including, but not limited to, shop drawing(s), mix design(s), permit(s), utility ticket(s), and all other information necessary prior to commencing construction. Failure to do so may result in the District's rejection of unapproved work and denial of payment for said materials and work.
6. Contractor shall be familiar with small-scale marine construction work, and be able to perform repairs in above and below water conditions on the various gates, weirs, culverts and structures throughout the water control system. Contractor shall field verify all dimensions and conditions prior to starting work. The type of repairs can vary depending upon structure type and may include the following types of work:
 - a. Steel repair items may consist of cutting, welding, steel repair and section replacement, cleaning of corrosion/rust from metallic components, replacement of steel components including nuts, bolts, chains, shock arm connections/mounting frames, leak testing and sealing of leaking components, rebalancing gates, sluice gate repair/replacement, greasing structures, metallic coating and painting, core drilling, etc. At times mismatching metal components may be encountered.
 - b. Concrete repairs for various cracks, spalls and pitting may include removal of damaged concrete, cleaning of concrete surfaces, application of hydraulic cement, grout injection, epoxy injection, grout pumping, joint repair, concrete coating and painting, etc.
 - c. Repair, adjustment or replacement of various structure components including shocks, sluice gates, trash screens, trash screen cables, staff gauges, pile jackets, counter weights (aka rebalancing), etc.
 - d. Assisting District staff in removing debris lodged in a water control structure or located within close proximity where it may become an eminent threat to the water control structure. Contractor may need to use various removal methods such as an in water vehicle, winch, divers and potentially crane rental to lift gate to clear debris.
 - e. Erosion repairs near water control structures, including beneath concrete aprons requiring at times fill, sod, core drilling of concrete aprons, pumping of non-excavatable, flowable fill, form work, riprap installation, etc.
7. Contractor is responsible for obtaining a utility dig permit prior to any below grade operations. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida, any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to

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<http://www.sunshine811.com/>. Contractor shall be aware additional holiday moratoriums may be imposed by the District's Utilities Division.

8. Contractor shall be solely responsible for all coordination with utilities. Contractor shall cooperate fully with utility companies in the relocation of their facilities, if required. Contractor shall not use utility delays as a basis for additional compensation.
9. If traffic control is required, Contractor shall coordinate with District staff and District will coordinate traffic control being implemented based on site-specific requirements.
10. Contractor is responsible for any scaffolding, bracing, form work, etc. as may be required for site-specific repairs.
11. All work and materials shall be in accordance with the latest District Specifications and Standards, latest FDOT Standard Specifications for Road and Bridge Construction, and/or FDOT Standard Plans, FDOT's Approved Products List.
12. Unless provided at the time a quote is requested, plans/drawings may not be provided for work to be performed under this agreement.
13. The District's Construction Engineering Inspection ("CEI") or Planning and Engineering ("P&E") team will as deemed necessary perform inspection and testing as per the appropriate District and/or FDOT Standards and Specifications. Work resulting in a failed test shall be removed, re-installed and retested until a passing test result is achieved. Contractor shall bear the sole cost for removal and re-installation.
14. Contractor is responsible for abiding by all federal, state and local regulations, including turbidity control for water quality including providing turbidity control devices as required to ensure compliance and coordinating with Planning & Engineering Compliance as necessary regarding site specific requirements. Refer to **Section 3. CFTOD Erosion Control** for general erosion control requirements within the District.
15. Contractor is responsible for hauling and/or paying to properly dispose of any debris offsite. All haul routes shall be submitted for approval. Contractor shall note that Hotel Plaza Boulevard cannot be used as a haul route.
16. Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs within the grading limits/project area. After completion of the work, the Contractor shall restore to original or better condition all damaged shrubbery or grass areas. In addition, upon completion of the project, clean up any construction debris on the site and restore it to its original or better condition. Contractor shall replace any and all items (e.g. fencing, sidewalks, irrigation, etc.) that were removed or damaged during the construction process to applicable standards.

H. Planned Repairs and Maintenance

Maintenance of the water control structures and culverts is vital to the operation and preservation of their life span. Contractor shall perform small-scale repairs and maintenance on the structures and culverts as needed. There are a list of identified items that are performed every year as part of the District's maintenance program. These items may change at the direction of the District. In addition, items identified during the annual inspections may also be identified and selected for repair. These items are typical of items identified in Section 1.4.E

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above. The amount of repair and maintenance spending will vary based upon budget, emergency occurrences and inspection findings.

1. Typical yearly maintenance of the water control structures consists of the following:
 - a. Replace Shocks for various structures (5-year replacement cycle);
 - b. Grease all Amil gates and sluice gates; and
 - c. Replace Trash Screen Cables (as needed).

1.5 Quality Control

Contractor shall coordinate and submit for approval on all materials and supplies prior to ordering. Failure to do so may result in the District's rejection of unapproved work and denial of payment for said materials and work. Contractor is responsible for ensuring all work, including any work performed by any third parties, is performed in compliance with best industry practices and in accordance with the project scope. Contractor shall provide warranty assurance of at least one (1) year on any repair or work performed.

SECTION 2. SCOPE OF SERVICES FOR BRIDGE INSPECTIONS

District's bridge inspections are conducted on a bi-annual basis and will be requested as needed. All inspections will be performed in conformance with the following FDOT and federal inspection standards:

- A. FDOT Bridge and Other Structures Inspection and Reporting Procedure – Topic No. 850-010-030-k
- B. FDOT Bridge Management System (BMS) Coding Guide
- C. FDOT Bridge Inspection Field Guide
- D. National Bridge Inspection Standards – Code of Federal Regulations 23, Part 650, Subpart C
- E. Manual for Bridge Evaluation – American Association of State Highway and Transportation Officials ("AASHTO")
- F. Bridge Inspector's Reference Manual – U.S. Department of Transportation/Federal Highway Administration ("USDOT"/"FHWA")
- G. Inspection of Fracture Critical Bridge Members – FHWA-IP-86-26
- H. Moveable Bridge Inspection, Evaluation, and Maintenance Manual – AASHTO
- I. FLH Culvert Assessment and Decision-Making Procedures Manual - FHWA
- J. Culvert and Storm Drain System Inspection Guide - AASHTO
- K. Evaluating Scour at Bridges – Hydraulic Engineering Circular 18 FHWA-HIF-12-003
- L. Underwater Inspection of Bridges – FHWA-NHI-10-027/FHWA-NHI-10-079
- M. Manual on Uniform Traffic Control Devices – (USDOT/FHWA)
- N. Roadway and Traffic Design Standards Index Nos. 600-651 (Standard Plans Index 102-600 to 102-651)– FDOT
- O. Utility Accommodation Manual – (FDOT)
- P. Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies – January 29, 2010 (FHWA)

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All field inspections will be directed on site by a District-provided FDOT Certified Bridge Inspector ("CBI") or Certified Professional Engineer ("PE") Team Leader who will be responsible for the detection of deficiencies and determination and recording of the structure's condition. These activities will include the examination of all visible surfaces of all members of each bridge. The District-provided Team Leader shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT. The Team Leader shall also meet the requirements and have the training required for Fracture Critical Elements and Under Water Team Leader.

All Team leaders must be registered with FDOT and provide evidence of these qualifications.

All Contractor-provided underwater Team Leaders shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT pertaining to underwater Team Leaders. If the underwater Team Leader, is not performing the dive inspection, but supervising the divers, then the dive team must be led by an individual meeting the requirements of the National Bridge Inspection Standards ("NBIS") §650.309(e), primarily having the National Highway Institute ("NHI") training: NHI Course 130091 – Underwater Bridge Inspection.

All significant deficiencies will be documented by photographs and by field dimensioning (i.e. actual width, length and location on the member) where practical. The CBI or PE in charge will perform a personal inspection of all significant deficiencies. Any significant deficiencies found during the inspection process will be summarized in letter form and a copy provided to the District within seven (7) days following completion of the inspection. When critical deficiencies are discovered which pose a definite threat to public safety, the inspection Team Leader will notify the District immediately.

SECTION 3. CFTOD EROSION CONTROL DETAILS

Written approval of the Erosion Control Plan, NOI and Narrative Storm Water Pollution Prevention Plans ("SWPPP") must be received from the Central Florida Tourism Oversight District ("CFTOD," "District" or "Owner") prior to submitting to Florida Department of Environmental Protection ("FDEP") and before proceeding with project work. Approval of the proposed plan by the District does not relieve the Contractor from meeting all local, state, and federal discharge standards.

Contractor shall notify the District's Compliance Personnel of the project pre-construction meeting (if applicable) prior to commencement of the project.

The measures set forth in the Erosion Control Plan are intended as the minimum standards. Any erosion control measure beyond that specified in the Plan, that is required to comply with local, state, and federal law, shall be implemented.

All erosion and sediment control practices must be in accordance with the CFTOD Land Development Regulations and the Florida Stormwater, Erosion, and Sedimentation Control Inspectors Handbook.

In the event that erosion prevention and control devices shown in the Erosion control plan prove not to be effective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required. All alternate erosion prevention and control devices must be reviewed and approved by the District designated compliance personnel prior to placement.

All erosion prevention and control measures must be inspected and approved by the District's designated compliance personnel prior to any construction activities. Removal of these same erosion controls and prevention measures may be done only after authorization is obtained from the District's designated

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compliance personnel. Any deviation from this procedure may result in an immediate requirement for work stoppage.

The District does not allow earthen ditch blocks or dams or other erodible material to be placed in live streams, canals, or active water bodies. Ditch blocks or dams must be composed of non-erodible materials. Materials commonly approved by the District are sheet piles, portable cofferdams, inflatable water structures, and other comparable devices.

Hay bales are not allowed as an erosion control device within the District.

Daily inspections shall be made by the Contractor to determine the effectiveness of sediment and erosion control efforts. Any necessary remedies shall be performed without delay. All sediment, erosion, and turbidity control measures shall be in working condition at the end of each workday.

The District may elect to restrict or prohibit certain erosion control Best Management Practices due to poor performance or because the device(s) may increase environmental degradation. It is the responsibility of the landowner or its designee to inquire about these restrictions.

Additional erosion controls may be required at the discretion of the District.

- 3.1 The Contractor shall design, furnish, install and maintain, at its expense, all necessary erosion control and wetland protection systems, such as silt fences, temporary retention basins, silt screens, synthetic hay bales, floating turbidity barriers, inlet protection systems, filter fabric, sandbags, sheet piling or other approved devices required to prevent erosion and to protect the storm water systems and receiving waters. The Contractor shall be responsible for repairing and/or replacing any and all damage to the erosion protection devices. The Contractor shall maintain all erosion control systems until the Owner certifies that the punch list is complete.
- 3.2 The Contractor shall prepare the Storm Water Pollution Prevention Plan. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.
- 3.3 The Contractor shall prepare and submit the NOI to the FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.
- 3.4 The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.
- 3.5 The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans ("SWPPP").
- 3.6 The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Owner.

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- 3.7 The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Owner.
- 3.8 Contractor shall utilize lined trucks to haul muck or saturated soils off site.
- 3.9 The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

SECTION 4. RATE SCHEDULE

SCHEDULE OF WAGE & EQUIPMENT RATES

4.1 Daily Wage Rates

For work performed under the terms of the Agreement on a time and materials basis, the following hourly wage rates shall be utilized for the purpose of calculating the total cost of labor pursuant thereto. All hourly wage rates set forth herein are inclusive of the Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit, and each category of employee burden, benefit and related cost.

Overtime work shall be defined as work that the Contractor has been given less than five business days notice and shall be performed outside of the hours of 7:00 AM to 5:00 PM or on weekends and holidays. For a day to be considered a holiday, the Contractor must declare the day a holiday for all of their personnel.

All miscellaneous labor, equipment and materials procurement not included within this section shall be compensated based on the actual cost plus a markup of 10%. All miscellaneous labor, equipment and materials procurement not included within Section shall be compensated based on the actual cost plus a markup of 25% (normal 10% plus an additional 15% for emergency/rushed procurement).

Labor Category	Regular Wage Rate/ ½ Day	Regular Wage Rate/ Full Day	Overtime & Holiday Wage Rate/Day
Maintenance/Repair: includes miscellaneous tools for above water repair for a single crew member	\$3,500.00	\$3,500.00	\$5,250.00
Inspection/maintenance/repair: includes misc. tools and dive supplies including scuba or surface supply diving for a crew of 3, saws, torches, winch, welders, pumps, etc.	\$4,500.00	\$4,500.00	\$6,750.00
FDOT Qualified Bridge Inspection (Level I or II): includes miscellaneous tools and dive supplies including scuba or surface supply diving for a crew of 3. See Note * Below.	\$5,000.00	\$5,000.00	\$7,500.00
If additional personnel are required, price per person	\$800.00	\$800.00	\$1,200.00
Emergency Call Out Rate	No additional charge	No additional charge	No additional charge

**FDOT Qualified Bridge Inspections Level III will be priced on a time and material basis due to unknowns regarding what type of non-destructive/destructive testing may be required at that time.*

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4.2 Equipment Rates

For work performed under the terms of the Agreement on a time and materials basis, the following Contractor-owned equipment rates shall be utilized for the purpose of calculating the total cost of equipment owned and utilized by the Contractor pursuant thereto. All Contractor-owned equipment rates set forth herein are all-inclusive of the Contractor's cost to store, maintain, fuel and (with exception of the labor required to operate the equipment) all incidental costs associated with the operation and maintenance thereof. All rates set forth herein are inclusive of markup for Contractor's profit.

In calculating the total cost for Contractor-owned equipment, the applicable rate (Hourly, Daily or Weekly) shall be that which renders the lowest overall cost.

The Daily Rate shall apply to calculate the total cost for Contractor-owned equipment when the use of the equipment exceeds seven (7) consecutive hours in any given day during the course of performing the work or services under the Agreement but is less than the threshold established for application of the Weekly Rate. The Daily Rate published in the following schedule for each of the listed equipment items equals the hourly rate times seven (7). The same formula shall be applied for purposes of calculating the Daily Rate for any Contractor-owned equipment that is added to the following schedule via written amendment to the Agreement.

The Weekly Rate, or the pro rata portion thereof, shall apply when the use of the equipment equals or exceeds three (3) consecutive days in any given week during the course of performing the work or services under the Agreement. The Weekly Rate published in the following schedule for each of the listed equipment items equals the Daily Rate times four (4). The same formula shall be applied for purposes of calculating the Weekly Rate for any additional Contractor-owned equipment that is incorporated into the following schedule via written amendment to the Agreement.

Equipment Category	Per Day	Per Week
Truxor, Land/water Tractor, and all attachments needed. Includes two personnel.	\$4,500.00	\$15,000.00
Kabota, Tractor, and all attachments needed. Includes two personnel.	\$3,500.00	\$10,000.00
Small Dump Truck	\$1,000.00	\$4,000.00
Crane	\$3,500.00	\$15,000.00
Concrete Pump	\$2,500.00	\$12,250.00

SECTION 5. CONDUCT & CLOTHING REQUIREMENTS

The Contractor is responsible at all times for the proper conduct of its personnel and that of its subcontractors and suppliers. The Contractor shall restrict its personnel to the job site and immediate vicinity thereof and shall endeavor to prevent discordant relationships between its personnel and that of any adjacent property owner or resident.

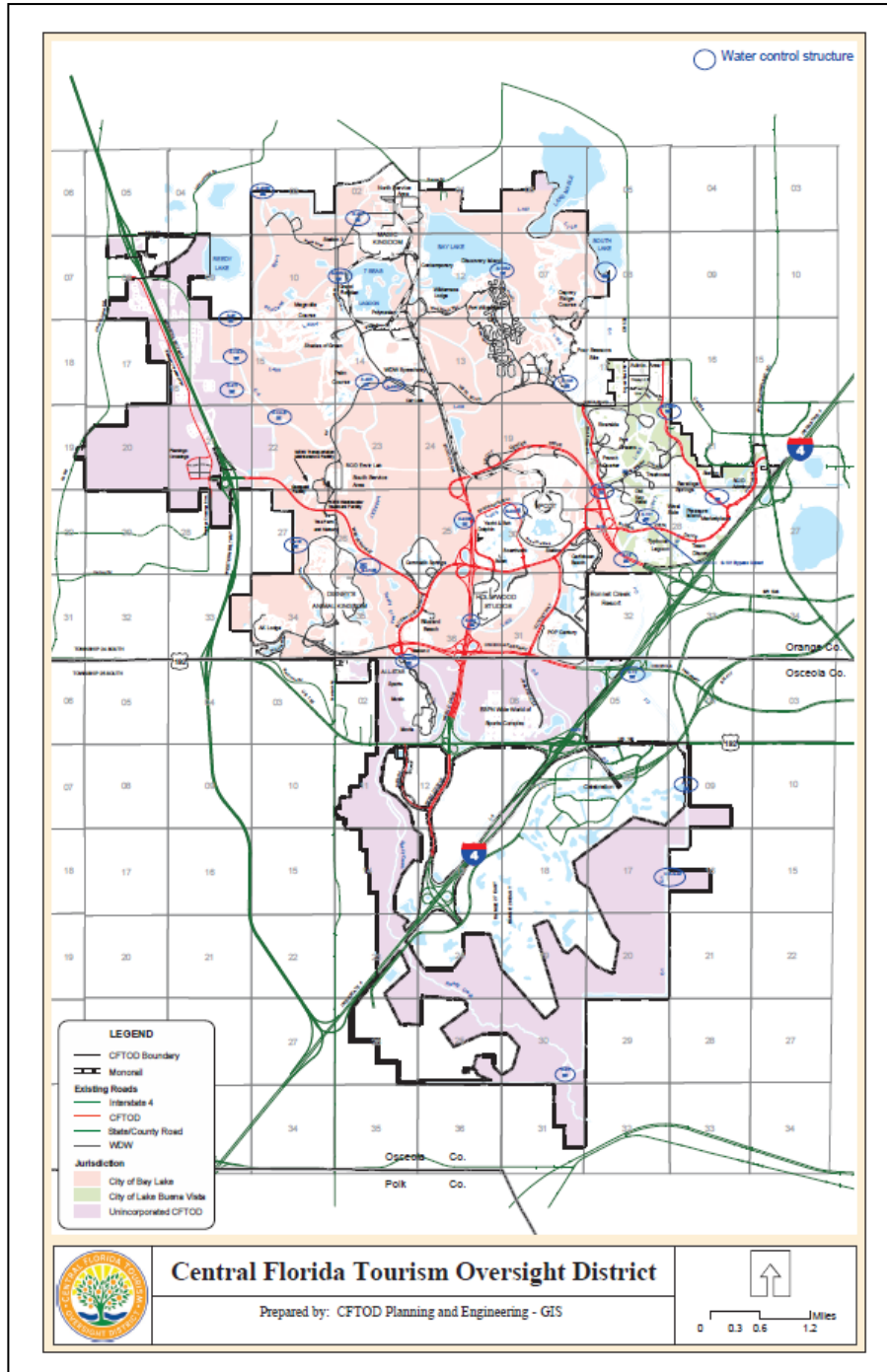
The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.

The Contractor shall ensure its personnel are properly dressed with Occupational Safety and Health Administration ("OSHA") approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The

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District or the Owner's Representative shall solely determine whether any such clothing is or is not permissible.

SECTION 6. LOCATION MAP



End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
JUNE 2024 EDITION
Contract No. C006535

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- II. Construction Site Minimum Personal Protective Equipment ("PPE") and Clothing Requirements
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- XIV. Mobile Cranes
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- XVI. Diving Operations
- XVII. Reserved

(i) 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).

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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

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

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

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

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

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

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

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

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

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

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan ("PSSP"). All PPE must meet current Occupational Safety and Health Administration ("OSHA") and American National Standards Institute ("ANSI") requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. "Cowboy" and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded shall 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

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takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

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

C. CHLOROFLUOROCARBONS ("CFCs")

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or

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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 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;

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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 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

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operations and the safety and wellbeing of its employees, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.

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- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

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

IX. FALL PROTECTION

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

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

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Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging. If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

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

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811. Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

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

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

Emergency Locate Tickets:

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

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

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

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

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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
- 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.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
JUNE 2024 EDITION
Contract No. C006535

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
JUNE 2024 EDITION
Contract No. C006535

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 shall be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

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

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

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

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B

Denizens of the Deep, Inc.
1521 Sand Pine Trail
Frostproof FL. 88843
(863) 605-1981



denizensofthedeep.com

Project Understanding. Approach and Management Plan.

Once the project's scope has been conveyed, Denizens approach every project, listening and understanding the client's wants and needs. This usually starts with the client-appointed person or the persons in charge of that project discussing the details with Shawn Woodward, the DPIC of Denizens of the Deep, Inc. During the discussion of the scope's topics, such things as logistics, capabilities, equipment, work hours, timeframe, materials needed, and environment would be discussed to name a few.

From this information, a proposal and the scope of work would be written. If diving services are required or needed, a dive plan would be written outlining the procedures for the diving project, the equipment, personnel involved, divers' certifications, and their tasks.

Staffing and Equipment Plan

Denizens always have the equipment to support one dive crew. We have other part-time staff members waiting, if needed, Denizens has the dive equipment to support four dive crews at one time if necessary. In addition, we own, not lease, or rent our equipment, from the dive equipment to items such as welders, burning equipment, a dump truck, a Kubota tractor with attachments, a water tractor with attachments, and others. Our record has shown that we are available at a moment's notice.

Our staff:

Shawn Woodward, President (DPIC of Denizens) and NATIONAL HIGHWAY INSTITUTE.

FHWA-NHI-130091 Underwater Bridge Inspection, Certification of Training.

Email: denizensshawn@aol.com

1521 Sand Pine Trail Frostproof Fl. 33843 Phone number: (863) 605-1981

Timothy Payne II, Dive Supervisor and NATIONAL HIGHWAY INSTITUTE.

FHWA-NHI-130091 Underwater Bridge Inspection, Certification of Training.

Email: travelertim@hotmail.com 1521 Sand Pine Trail Frostproof Fl. 33843

Phone number: (321) 299-7557

Exhibit C - Contractor Proposal

Denizens of the Deep, Inc.
1521 Sand Pine Trail
Frostproof FL. 88843
(863) 605-1981



Emergency Response/District Prioritization Response Plans

Although Denizens of the Deep, Inc. has other clients, Reedy Creek Improvement District, now known as CFTOD, has been our priority client. Our record has shown that the district comes first and foremost, day or night. During an event, such as a hurricane approaching, Denizens remain in close contact with the district, sometimes working beside the District through inclement weather to prepare. Always anticipating the needs of the District, such as a hurricane event, Denizens prepare by loading the equipment prior to an event.

Warranty Assurance

Denizens of the Deep, Inc. shall provide warranty assurance of at least 1-year on any repair or work performed.

Denizens of the Deep, Inc. will not delete or substitute any subcontractor without the District's prior written approval.

Denizens of the Deep, Inc. will not discriminate in admission or access to or treatment or employment in its programs and activities based on race, color, religion, age, sex, national origin, marital status, handicap, or any other reason prohibited by law.

Denizens of the Deep, Inc. will comply with Equal Employment Opportunity requirements.

During this project, all federal and state laws and regulations will be adhered to. In case of a conflict between federal, state, or local law or regulation, the strictest will be followed.

COMMERCIAL DIVING CONTINUING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of June 26, 2024 by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "CFTOD" or "District"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Thompson Contracting Group, Inc.**, (herein referred to as the "Contractor"), whose mailing address is 397 SW Sun Circle, Palm City, Florida 34990.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Letter of Interest ("LOI") No. C006535 on February 16, 2024 for Commercial Diving Services;

WHEREAS, four (4) proposers responded, and Thompson Contracting Group, Inc. was the second highest ranked proposer. The Contractor was subsequently selected as one of the two (2) intended awardees for these services; and

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

1. **DEFINITIONS.**

- A. Agreement. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 of this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Section 23 - Contract Documents.

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

- A. Effective Date and Term. This Agreement shall become effective, and commence on **June 26, 2024** and continue in effect for a term of **THREE (3) YEARS**, through and including **June 25, 2027**.
- B. Project Quotes. Once a project has been identified, the Owner will request a quote. The Contractor shall provide a detailed quote utilizing the Rate Schedule and include a supporting price and quantity breakdown for additional materials as required. The Contractor shall provide associated quantities with each line item. The detailed quote shall be submitted to the Owner within ten (10) calendar days after initial request, unless work has been identified by the Owner as an emergency situation or otherwise approved by the Owner.
- C. Task Work Orders on Individual Projects.
 - (1) Regular Projects (non-emergency): Contractor shall not commence work until a Task Work Order is executed and provided from the Owner.
 - (2) Emergency Projects: If the Owner has identified the work as an emergency situation, written authorization from the Owner's Representative in the form of an email or text may be used as authorization to proceed using the pricing in Exhibit A. Any off-contract pricing must be pre-approved by the Owner's Representative.
 - (3) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and substantial completion and final completion dates shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track

Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

- D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
 - E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - F. None of the provisions of this section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional professional services.
4. **CONTRACT SUM.** Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a maximum limiting amount not to exceed **ONE MILLION, FIVE HUNDRED THOUSAND AND ZERO ONE-HUNDRETHS DOLLARS (\$1,500,000.00)** (herein referred to as the "Contract Sum"); and the Reimbursable Expenses shall in no event exceed **(N/A)**.
- A. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.
 - B. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.
 - C. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.
 - D. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.
 - E. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869

All invoices shall be sent to ap@oversightdistrict.org
 - F. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs A, B, C, and D herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.
 - G. Owner retains the right to reduce any portion of Contractor's Services at any time.
5. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**
- A. The Contractor hereby represents and warrants to the Owner that:

- (1) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;
- (2) it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
- (3) 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
- (4) it has, by careful examination satisfied itself as to: (i) 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; (ii) 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; (iii) 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 (iv) 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.

B. 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.

C. WARRANTY. Contractor shall guarantee that the Work shall be free from any defects in materials and workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project.

6. **INSURANCE; INDEMNIFICATION.**

A. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- (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;
- (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;
- (3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- (4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least \$1,000,000 per occurrence;

- (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.
 - (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.
 - (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.
 - (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.
 - (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.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Contractor shall indemnify the Owner 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 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 Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the

Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

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

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

8. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services will be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services will be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

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

10. 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.

11. **ASSIGNMENT.** This Agreement is for the personal 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.
12. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 3, 4 and 7, through the date of termination.
13. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
 - B. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
 - C. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

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

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

If to Contractor: THOMPSON CONTRACTING GROUP, INC.
397 SW Sun Circle
Palm City, FL 34990
Attention: Renee Thompson

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

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

15. OWNERSHIP OF WORK PRODUCT.

- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. LEGAL PROCEEDINGS.

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole

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

- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so 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 shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. 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.

17. MISCELLANEOUS PROVISIONS.

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

18. **THE OWNER'S REPRESENTATIVE.** The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Mandee Brandt** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; 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.

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

19. **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.

20. **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.

21. **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.
- A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
 - B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - (1) On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
 - (2) Engaged in business operations in Cuba or Syria.
 - C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
 - (1) Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
 - (2) Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.
 - D. If this Agreement is terminated by the Owner as provided in paragraph C 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.
 - E. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
 - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
22. **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.
23. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Services and Rate Schedule (A-1 through A-16)

Exhibit B: Special Contract Conditions (B-1 through B-15)

Exhibit C: Contractor Proposal (C-1 through C-4)

- 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**

Signature: _____

Print Name: Charbel Barakat

Title: Vice Chairman of the Board of Supervisors

Date: June 26, 2024

CONTRACTOR

THOMPSON CONTRACTING GROUP, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

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Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform various inspections (above and below water), maintenance and repair (above and below water) and marine construction services for the District water control structures. Contractor shall provide emergency response for the primary water control structures within the District's master drainage system. Services shall be performed on an as-needed basis. Contractor will proceed with work when requested and agreed to by the Owner.

SECTION 1. SCOPE OF SERVICES FOR COMMERCIAL DIVING

1.1 General Conditions

Contractor shall furnish all materials, tools, equipment, labor, permits, license, transportation, and professional and non-professional services (unless designated as furnished by the Owner) and shall perform all other acts and supply all other things necessary to fully and properly complete the Work assigned.

Contractor shall note that the majority of the water control structures and system may be remote. Contractor shall have a four (4) wheel drive work vehicle capable of traveling along unpaved levees with potential conditions such as minor depressions, pot holes, puddles, various states of mowing, etc. During inspections and other work at these structures, there will not be facilities such as restrooms, microwave/refrigerators or other appliances, etc. Therefore, Contractor will need to bring all meals, water, etc. and use public facilities as available when moving throughout property if necessary.

The District shall not provide a storage facility/laydown area on property for this agreement. However, if there are specific projects/repairs authorized under this agreement, site specific areas may be identified for the Contractor to use as temporary parking/laydown. At no times shall equipment, materials or supplies be stored in wetlands or wooded areas adjacent to any work area. Contractor shall promptly repair and/or replace any damage caused by its operation and dispose of all debris as directed by the District. Contractor shall be responsible for security of its stored materials and equipment.

Contractor shall abide by **Section 5. Conduct & Clothing Requirements** and shall ensure all staff, subcontractors, vendors, etc. working under this agreement shall act in a professional manner.

1.2 Emergency Response Work

This agreement includes emergency response as needed to support the District in responding to items that may threaten the functionality of the water control system and/or the safety and welfare of the public.

As part of this agreement, the Contractor shall provide the District a primary contact with a 24-hour attended telephone number for the District to call to request emergency response service. Contractor shall provide same day response for any emergency request twenty-four (24) hours per day, seven (7) days a week, including holidays. Contractor shall provide acknowledgement to the District of request and promptly coordinate response, generally reporting to location on property within four (4) hours of receipt of Owner's request unless approved otherwise by Owner. If the primary contact is unavailable, they shall let District staff know in advance and shall provide an alternate contact for the duration they are unavailable to maintain emergency coverage.

Emergency response is typically to perform an inspection to identify source of a concern, stabilize a structure, restore function to a structure or open/close a structure, as needed to address imminent

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threats regarding structural operation. This agreement is not intended for large-scale structural failure or major structure rehabilitations.

1.3 Storm Preparation & Response

When a named storm has formed (or other weather event threat is identified) and it is likely that there will be impacts to the District and the surrounding area, it is crucial to the District's operations and the safety and welfare of the public to provide disaster response as quickly and efficiently as possible. Disaster response will potentially include staging of equipment, debris removal along the canals and levees and providing emergency inspections and repairs to water control structures.

Contractor shall guarantee a dedicated priority response to the District. Prior to the storm, a list of contacts for standby personnel shall be provided to the District. Contractor may need to stage equipment onsite during the storm to provide quick response times to address emergencies. When safe to travel, the Contractor shall respond where directed by the District and make the restoration and repair of the District's water control structures a top priority.

In advance of named storms, when required, the Contractor may need to assist with storm preparation including, but not limited to, inspection and clearing of trash screens or pulling screens as directed by the District.

1.4 Services

The District may seek assistance for a variety of services from the Contractor including various inspections (above and below water), maintenance and repair (above and below water) and marine construction services.

A. General

1. Contractor shall act in the best interest of the District.
2. Contractor shall protect its work and all adjacent areas from damage caused by its operation.
3. Contractor shall promptly repair and/or replace any damage caused by its operation and dispose of all debris as directed by the District.
4. Contractor shall coordinate with all subcontractors, District staff, and the District's Utility Division staff as necessary for a successful project.
5. Contractor shall submit a project/work schedule to District. Contractor will communicate with the District staff on a routine basis while a project(s) are ongoing to provide an update as to the project's progress and activities planned.
6. Contractor shall, at all times, maintain and provide competent, suitable, qualified crews and provide qualified subcontractors to perform the work as required. Contractor shall maintain good discipline and order at the work site.
7. Normal work hours will be between 7:00 AM and 5:00 PM Monday through Friday, exclusive of District holidays, unless directed otherwise by the District. Contractor shall request approval from the District at least seventy-two (72) hours in advance for work outside of the normal work hours.

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8. This is a continuing services agreement where no specific projects have been identified and the Contractor shall acknowledge the following:
 - a. The work sites for work to be performed under this agreement may be anywhere within the District's jurisdiction.
 - b. Labor and equipment rates include all overhead costs associated and shall be used in conjunction with any material costs on a time and materials basis.
9. Once a project has been identified, the District will request a quote. The Contractor shall provide a detailed quote utilizing the Rate Schedule and providing supporting price and quantity breakdown for additional materials as required. The detailed quote shall be submitted to the District within ten (10) calendar days after initial request, unless work has been identified by the District as an emergency situation or otherwise approved by the District.
10. Under non-emergency situations, no work shall begin until the District issues a Task Work Order to the Contractor. In the case that the District has identified the work as an emergency situation, written authorization from the District's representative in the form of an email or text may be used as authorization to proceed.
11. Contractor shall complete assigned projects within the time limits specified in the Task Work Orders and substantial completion and final completion dates shall be strictly enforced by District.

B. General Dive Services

1. Dive Services shall be performed by qualified individuals holding all appropriate certifications and/or licenses as required.
2. It is the Contractor's responsibility to maintain and inspect all tools and equipment necessary to perform all work. All dive equipment shall meet requirements in 29 CFR 1910, Subpart T - Commercial Diving Operations (OSHA) and/or 46 CFR 197, Subpart B - Commercial Diving Operations (USCG). All diving equipment shall be inspected and tested according to manufacturer's recommendations.
3. For SCUBA diving operations, a minimum of three (3) personnel are required: person in charge, a standby diver and the diver. For Surface Supplied Diving operations, a minimum of three (3) personnel are required: person in charge, a standby diver, the diver, and a diver-tender (may be the standby diver or person in charge). The Designated Person in Charge ("DPIC") shall be experienced, located on-scene and supervising the operation.
4. Contractor shall be familiar with diving waters of similar condition, including fresh tannic waters, with varying degrees of visibility from good to extremely poor/almost zero.
5. Contractor shall be advised of natural threats that occur within this environment including, but not limited to, snakes, turtles and alligators. Safety is paramount to the District; divers shall at all times, maintain awareness when in the District waterways.
6. Due to the wildlife present within District waterways, assistance such as licensed trappers may be coordinated by the District, to assist the dive team. Typically, this is reserved for the District's southernmost structure.

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7. Contractor shall use extreme caution near water control structures. Contractor shall use caution for other hidden potential hazards such as debris, vegetation, pumps, active gate operation, etc.
8. If conditions exist that make a dive or part of a dive deemed unsafe (e.g. WCS operation, flow conditions, wildlife, etc.) either party may express concerns, and modify planned work/inspection as necessary to ensure diver safety. The safety of the diver is solely the responsibility of the diver. However, divers who refuse to perform the tasks without just cause may be considered in breach of contract.
9. Contractor may at any time, be required to coordinate on a dive with either the District staff, or another contractor or representative working for the District.
10. At the request of the District, the Contractor shall provide a Project Site-Specific Safety Plan ("PSSP") as described in **Exhibit B - Special Contract Conditions**.
11. While the District's preference is to utilize divers, in agreed upon cases such as hazardous conditions, a Remote Visual Inspection Robot ("RVIR") may be used with approval from the District.
12. Contractor must be able to balance, climb, crawl, slide and maneuver around structures, bridges, and culverts including areas that do not have walkways or railings.

C. Equipment

Various equipment may be required depending upon the situation. In general, the Contractor shall have access to the below:

1. Contractor shall provide all tools and equipment to perform dives, inspections and any other underwater tasks.
2. Contractor shall have a four (4) wheel drive work vehicle.
3. Contractor should have access to a portable winch with all manner of chain and strap connections, to assist the District with emergency response that may require freeing or removal of debris for water control structures, culverts or drainage systems.
4. Contractor shall have access to an underwater camera that can be operated in pipes as small as 24" and for distances of at least 250', as some culverts exceed 400' in length.
5. Contractor should have access to a land/water tractor with attachments, to assist the District with emergency response that may require water access, whether at a control structure/culvert or within the master drainage system.
6. Contractor must have means of testing for underwater leaks. The Amil gates have an air ballast just below the water surface. Contractor shall be able to core drill to access ballast (if access does not already exist), pressurize the ballast and search for leaks, repair leaks, pump any water out from within the ballast and re-seal the ballast access.
7. Contractor must have tools including underwater torches, underwater welding equipment, core drills capable of drilling into steel gates and concrete aprons, small pumps and associated suction/discharge hosing, and other such items as typical in marine construction.

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8. Specialty equipment may be required from time to time, which includes, but is not limited to, cranes, concrete pump, by-pass pumps, dump truck, nondestructive evaluation equipment, etc. While the Contractor may not need to own this equipment, they must be able to obtain services within a reasonable timeframe.

D. Water Control Structure Inspections (Above and Below Water)

The District's master drainage system is controlled by twenty-seven (27) primary water control structures which include sheet pile weirs, Amil gates and sluice gate controlled culverts, the majority of which have been in constant operation since the late 1960s and 1970s. Refer to **Section 6. Location Map** for water control structure locations.

Each of the primary water control structures is usually inspected annually. The District can add, delete, or modify water control structures at their discretion. District will request annual water control structure inspections as needed. Typically, inspections occur over a four (4) consecutive day period between January and March.

In addition to routine inspection, the Contractor may be directed to inspect any of the District's water control structures at any time, including emergency and storm preparation/response activities. All inspection services shall be coordinated with District's Planning and Engineering staff.

Inspection scope shall consist of the following:

1. Inspection services will be coordinated with District's Planning and Engineering staff, and will be done in conjunction and under the supervision of a Professional Engineer from the Planning and Engineering Department or their Appointed Qualified Inspector.
2. During inspections, the Contractor shall coordinate to assist District staff with above water inspections, accessing, photographing, climbing, sliding and moving about the water control structures as needed in order to help inspect, measure and identify any deficiencies. Contractor shall not be responsible for creating reports, only conveying information to District staff, who will maintain notes. Items of interest include, but are not limited to, concrete pitting, concrete spalling, concrete cracking, corrosion of metallic members, paint/coating flaking, erosion at structure wingwalls/aprons/canal, staff gage condition, missing/damaged parts, trash screen alignments and conditions, etc. Contractor shall help assist in gathering information to convey location, degree of severity, and any associated measurements to District staff for all components of the water control structure.
3. The dive team shall inspect the structure in segments, reporting on each area to District staff, prior to moving to the next. Due to the tannic water, visibility may be poor, and therefore it is important that dive teams are familiar with identifying and estimating items such as concrete pitting, spalls and cracking via touch. Typical items of interest on the underwater inspection include, but are not limited to, debris/silt accumulation, concrete pitting, concrete spalling, concrete cracking, steel corrosion/pitting/coating flaking, section loss within steel members, trash screen condition, trash screen support conditions, Amil gate ballast joints, energy dissipater condition, undercutting or erosion of aprons or wingwalls, sluice gate and frame condition, etc. Contractor shall help assist in gather information to convey location, degree of severity, and any associated measurements to District staff for all components of the water control structure.

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4. As the structures vary in size and type, some structures will take longer to inspect than other structures. As such, water control structure pricing will be based on whole day and half day rates as shown in **Section 4. Rate Schedule**.

E. Culvert/Pipe Inspections (Above and Below Water)

Various pipes and box culverts are present throughout the District's master drainage system. Under this contract, critical locations, approximately 26 in total, of various size pipes and box culverts will be inspected on a routine basis such that each of the culverts is inspected every five (5) years. Contractor shall be advised the District can add, delete, or modify the culverts at their discretion. District will request culvert/pipe inspections as needed.

In addition to routine inspection, the Contractor may be directed to inspect any of the District's culverts/pipes at any time, including emergency and storm preparation/response activities. All inspection services shall be coordinated with District's Planning and Engineering staff.

Inspection scope shall consist of the following:

1. Inspection services will be coordinated with District's Planning and Engineering staff, and may be done in conjunction and under the supervision of a Professional Engineer from the Planning and Engineering Department or their Appointed Qualified Inspector.
2. Contractor shall identify any culverts where underwater camera may be required as soon as possible, including prior to pricing or commencement of work. In general, for pipes less than 48", a Remote Visual Inspection Robot shall be used to provide video inspections in wet conditions. A pipe inspection crawler shall be used in dry conditions.
3. Contractor shall be advised that a wide range of flow conditions may exist at the various culvert locations including fully submerged, partially submerged, muck, and dry conditions.
4. Contractor shall perform an above water inspection on any culvert component including, but not limited to, end treatments, access manholes, etc. Contractor shall inspect, measure, document including photograph and identify any deficiencies. Typical items of interest include, but are not limited to, erosion/scour, riprap or various erosion protection condition, debris around end treatments, concrete cracking/spalling/pitting of end treatment, depressions along pipe alignment, etc. Contractor shall gather information to convey location, degree of severity and any associated measurements for the structure.
5. The dive team shall inspect the culverts documenting conditions including measuring and photographing, as needed, and identifying any deficiencies. If submerged, due to the tannic water, visibility may be poor, and therefore it is important that dive teams are familiar with identifying items such as concrete pitting, spalls and cracking via touch. Typical items of interest on the culvert inspection include, but are not limited to, debris/silt accumulation, concrete cracking, concrete spalling, concrete pitting, exposed rebar, voids, root intrusion, joint irregularities, underwater erosion, underwater riprap or various erosion protection condition, etc. Contractor shall provide a summary report for each culvert/pipe inspected. Contractor shall use the Federal Highway Administration ("FHWA") Bridge Inspector's Reference Manual ("BIRM") as reference for the culvert inspections. Report shall include, but not be limited to, structure name, size, location, material type, overall condition rating, summary of inspection, recommendations for repairs if necessary, photos, and inspection notes. The summary of inspection shall include condition pipe/culvert, locations of

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deficiencies, number of CBC joints, if pipe/culvert has previously been repaired, condition of repair, etc.

6. Culvert inspection shall be performed in conformance with American Association of State Highway and Transportation Officials ("AASHTO") Culvert and Storm Drain System Inspection Guide.
7. As the culverts vary in size and length, some culverts will take longer to inspect than others. Refer to **Section 4. Rate Schedule** for pricing request based upon type of inspection and culvert sizing.

F. Underwater Bridge Inspections

The District performs biannual bridge inspections as required by Florida Department of Transportation ("FDOT"). Under this agreement, the District may request the Contractor to perform the underwater component of the bridge inspection, whether for routine inspection purposes or for emergency response. Contractor shall perform the underwater component in coordination with District's Planning and Engineering staff, and in conjunction and under the supervision of an appointed registered Professional Engineer ("PE") and FDOT Certified Bridge Inspector. There are a total of approximately fifteen (15) bridges that will require underwater bridge inspection within the District's boundary limits. Contractor shall not be responsible for creating reports, only conveying information to the PE, who will maintain notes for usage in compiling required inspection reports. The District at any time may add, subtract or modify bridges requiring underwater inspections. District will request Contractor to perform the underwater component of the bridge inspections as needed.

Underwater Bridge Inspections will be performed in conformance with the FDOT and federal inspection guidelines and bridge inspection standards.

Inspection scope shall consist of the following:

1. Refer to **Section 2. Scope of Services for Bridge Inspections** for the District's typical bridge inspection scope and all required criteria for inspection.
2. All dive teams performing underwater bridge inspections are required to be led by a qualified diver meeting the requirements of the National Bridge Inspection Standards ("NBIS") §650.309(e), primarily having the National Highway Institute ("NHI") training: NHI Course 130091 – Underwater Bridge Inspection.
3. The minimum level for an underwater inspection consists of 100% Level I and 10% Level II as defined by FHWA Underwater Inspection of Bridge (FHWA-NHI-10-027). A Level I Underwater Inspection is a swim by inspection at arm's length of all underwater elements of the structure. All underwater surfaces of the structure shall be evaluated for deficiencies via touch. Other elements to be evaluated are evidence of scour, undermining of foundations, and the exposure of normally buried portions of the structure. A Level II Underwater Inspection involves cleaning and close inspection of a limited part of the structure. For 10% of the piles, clean a 10 to 12 inch high band at the waterline, mudline, and midway in between on a minimum of the below sides depending upon pile geometry:
 - a. Three (3) sides of rectangular piles;
 - b. Six (6) sides for octagonal piles;

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- c. Three fourths (3/4) of the perimeter for round piles;
 - d. Steel piles outside flange faces and one (1) side of web;
 - e. Four (4) equal spaced 1 foot by 1 foot (1' x 1') areas for large (> 3 ft) diameter sections.
 - f. For all large solid faced structures (piers and abutments) 1 foot by 1 (1' x 1') foot areas at three (3) levels on each face.
4. Contractor shall help assist in gathering information to convey location, degree of severity and any associated measurements for the PE for all underwater components of the bridge. The portion of the bridge that receives a Level II Inspection shall be documented in the bridge inspection report. The portions receiving a Level II Inspection shall not be repeated in successive inspections.
 5. At times, a Level III diving inspection, which will include nondestructive evaluation, may be required at the direction of the District. This will be necessary if a detailed inspection is needed to further determine the extent of any deficiencies of a bridge member. If a Level III inspection is needed, it will be at the direction of the Planning and Engineering staff.
 6. Contractor shall perform a below water surface inspection utilizing divers for the bridges as directed by the District. Typical items of interest include, but are not limited to, concrete pitting, concrete spalling, concrete cracking, corrosion of metallic members, paint flaking, joint/seal conditions, erosion at structure abutments and banks, etc. At a minimum, the following items shall be inspected.
 - a. Check piles and abutments for signs of deterioration or damage.
 - i. Steel piles are susceptible to corrosion and have been found to be severely deteriorated at deeper water depths. Concrete jacketed piles should be evaluated for signs of corrosion from the area just below the concrete jacket all the way down to the mud line.
 - ii. Pre-stressed piles should be evaluated for longitudinal cracking especially in hollow pre-stressed piles.
 - b. Evidence of local scour should be evaluated at the bottom around the piers and the abutments. The stream bed and channel should be inspected for general scour and shifting. If scour countermeasures are present, they shall be inspected including for undermining.
 7. The inspection team should be familiar with the construction of the bridge and the site conditions before conducting the inspections. The inspection team shall review previous inspection reports, previous scour evaluation reports and As-built, if available.
 8. Cleaning of the structure may be required to facilitate the inspection. The extent of the cleaning will depend on the amount of growth present.

G. Water Control Structure and Culvert Repair (Above and Below Water)

1. Contractor may be directed to assist in repairing or restoring operational function to a water control structure or culvert.

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2. All workmanship, equipment, material and articles incorporated in the work covered by this agreement shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by the District.
3. Contractor shall procure and pay for any and all permits required to complete work.
4. Contractor shall field verify all dimensions and conditions prior to working.
5. Contractor shall submit all necessary documents including, but not limited to, shop drawing(s), mix design(s), permit(s), utility ticket(s), and all other information necessary prior to commencing construction. Failure to do so may result in the District's rejection of unapproved work and denial of payment for said materials and work.
6. Contractor shall be familiar with small-scale marine construction work, and be able to perform repairs in above and below water conditions on the various gates, weirs, culverts and structures throughout the water control system. Contractor shall field verify all dimensions and conditions prior to starting work. The type of repairs can vary depending upon structure type and may include the following types of work:
 - a. Steel repair items may consist of cutting, welding, steel repair and section replacement, cleaning of corrosion/rust from metallic components, replacement of steel components including nuts, bolts, chains, shock arm connections/mounting frames, leak testing and sealing of leaking components, rebalancing gates, sluice gate repair/replacement, greasing structures, metallic coating and painting, core drilling, etc. At times mismatching metal components may be encountered.
 - b. Concrete repairs for various cracks, spalls and pitting may include removal of damaged concrete, cleaning of concrete surfaces, application of hydraulic cement, grout injection, epoxy injection, grout pumping, joint repair, concrete coating and painting, etc.
 - c. Repair, adjustment or replacement of various structure components including shocks, sluice gates, trash screens, trash screen cables, staff gauges, pile jackets, counter weights (aka rebalancing), etc.
 - d. Assisting District staff in removing debris lodged in a water control structure or located within close proximity where it may become an eminent threat to the water control structure. Contractor may need to use various removal methods such as an in water vehicle, winch, divers and potentially crane rental to lift gate to clear debris.
 - e. Erosion repairs near water control structures, including beneath concrete aprons requiring at times fill, sod, core drilling of concrete aprons, pumping of non-excavatable, flowable fill, form work, riprap installation, etc.
7. Contractor is responsible for obtaining a utility dig permit prior to any below grade operations. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida, any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to

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<http://www.sunshine811.com/>. Contractor shall be aware additional holiday moratoriums may be imposed by the District's Utilities Division.

8. Contractor shall be solely responsible for all coordination with utilities. Contractor shall cooperate fully with utility companies in the relocation of their facilities, if required. Contractor shall not use utility delays as a basis for additional compensation.
9. If traffic control is required, Contractor shall coordinate with District staff and District will coordinate traffic control being implemented based on site-specific requirements.
10. Contractor is responsible for any scaffolding, bracing, form work, etc. as may be required for site-specific repairs.
11. All work and materials shall be in accordance with the latest District Specifications and Standards, latest FDOT Standard Specifications for Road and Bridge Construction, and/or FDOT Standard Plans, FDOT's Approved Products List.
12. Unless provided at the time a quote is requested, plans/drawings may not be provided for work to be performed under this agreement.
13. The District's Construction Engineering Inspection ("CEI") or Planning and Engineering ("P&E") team will as deemed necessary perform inspection and testing as per the appropriate District and/or FDOT Standards and Specifications. Work resulting in a failed test shall be removed, re-installed and retested until a passing test result is achieved. Contractor shall bear the sole cost for removal and re-installation.
14. Contractor is responsible for abiding by all federal, state and local regulations, including turbidity control for water quality including providing turbidity control devices as required to ensure compliance and coordinating with Planning & Engineering Compliance as necessary regarding site specific requirements. Refer to **Section 3. CFTOD Erosion Control** for general erosion control requirements within the District.
15. Contractor is responsible for hauling and/or paying to properly dispose of any debris offsite. All haul routes shall be submitted for approval. Contractor shall note that Hotel Plaza Boulevard cannot be used as a haul route.
16. Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs within the grading limits/project area. After completion of the work, the Contractor shall restore to original or better condition all damaged shrubbery or grass areas. In addition, upon completion of the project, clean up any construction debris on the site and restore it to its original or better condition. Contractor shall replace any and all items (e.g. fencing, sidewalks, irrigation, etc.) that were removed or damaged during the construction process to applicable standards.

H. Planned Repairs and Maintenance

Maintenance of the water control structures and culverts is vital to the operation and preservation of their life span. Contractor shall perform small-scale repairs and maintenance on the structures and culverts as needed. There are a list of identified items that are performed every year as part of the District's maintenance program. These items may change at the direction of the District. In addition, items identified during the annual inspections may also be identified and selected for repair. These items are typical of items identified in Section 1.4.E

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above. The amount of repair and maintenance spending will vary based upon budget, emergency occurrences and inspection findings.

1. Typical yearly maintenance of the water control structures consists of the following:
 - a. Replace Shocks for various structures (5-year replacement cycle);
 - b. Grease all Amil gates and sluice gates; and
 - c. Replace Trash Screen Cables (as needed).

1.5 Quality Control

Contractor shall coordinate and submit for approval on all materials and supplies prior to ordering. Failure to do so may result in the District's rejection of unapproved work and denial of payment for said materials and work. Contractor is responsible for ensuring all work, including any work performed by any third parties, is performed in compliance with best industry practices and in accordance with the project scope. Contractor shall provide warranty assurance of at least one (1) year on any repair or work performed.

SECTION 2. SCOPE OF SERVICES FOR BRIDGE INSPECTIONS

District's bridge inspections are conducted on a bi-annual basis and will be requested as needed.

All inspections will be performed in conformance with the following FDOT and federal inspection standards:

- A. FDOT Bridge and Other Structures Inspection and Reporting Procedure – Topic No. 850-010-030-k
- B. FDOT Bridge Management System (BMS) Coding Guide
- C. FDOT Bridge Inspection Field Guide
- D. National Bridge Inspection Standards – Code of Federal Regulations 23, Part 650, Subpart C
- E. Manual for Bridge Evaluation – American Association of State Highway and Transportation Officials (“AASHTO”)
- F. Bridge Inspector's Reference Manual – U.S. Department of Transportation/Federal Highway Administration (“USDOT”/“FHWA”)
- G. Inspection of Fracture Critical Bridge Members – FHWA-IP-86-26
- H. Moveable Bridge Inspection, Evaluation, and Maintenance Manual – AASHTO
- I. FLH Culvert Assessment and Decision-Making Procedures Manual - FHWA
- J. Culvert and Storm Drain System Inspection Guide - AASHTO
- K. Evaluating Scour at Bridges – Hydraulic Engineering Circular 18 FHWA-HIF-12-003
- L. Underwater Inspection of Bridges – FHWA-NHI-10-027/ FHWA-NHI-10-079
- M. Manual on Uniform Traffic Control Devices – (USDOT/FHWA)
- N. Roadway and Traffic Design Standards Index Nos. 600-651 (Standard Plans Index 102-600 to 102-651)– FDOT
- O. Utility Accommodation Manual – (FDOT)
- P. Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies – January 29, 2010 (FHWA)

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All field inspections will be directed on site by a District-provided FDOT Certified Bridge Inspector ("CBI") or Certified Professional Engineer ("PE") Team Leader who will be responsible for the detection of deficiencies and determination and recording of the structure's condition. These activities will include the examination of all visible surfaces of all members of each bridge. The District-provided Team Leader shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT. The Team Leader shall also meet the requirements and have the training required for Fracture Critical Elements and Under Water Team Leader.

All Team leaders must be registered with FDOT and provide evidence of these qualifications.

All Contractor-provided underwater Team Leaders shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT pertaining to underwater Team Leaders. If the underwater Team Leader, is not performing the dive inspection, but supervising the divers, then the dive team must be led by an individual meeting the requirements of the National Bridge Inspection Standards ("NBIS") §650.309(e), primarily having the National Highway Institute ("NHI") training: NHI Course 130091 – Underwater Bridge Inspection.

All significant deficiencies will be documented by photographs and by field dimensioning (i.e. actual width, length and location on the member) where practical. The CBI or PE in charge will perform a personal inspection of all significant deficiencies. Any significant deficiencies found during the inspection process will be summarized in letter form and a copy provided to the District within seven (7) days following completion of the inspection. When critical deficiencies are discovered which pose a definite threat to public safety, the inspection Team Leader will notify the District immediately.

SECTION 3. CFTOD EROSION CONTROL DETAILS

Written approval of the Erosion Control Plan, NOI and Narrative Storm Water Pollution Prevention Plans ("SWPPP") must be received from the Central Florida Tourism Oversight District ("CFTOD," "District" or "Owner") prior to submitting to Florida Department of Environmental Protection ("FDEP") and before proceeding with project work. Approval of the proposed plan by the District does not relieve the Contractor from meeting all local, state, and federal discharge standards.

Contractor shall notify the District's Compliance Personnel of the project pre-construction meeting (if applicable) prior to commencement of the project.

The measures set forth in the Erosion Control Plan are intended as the minimum standards. Any erosion control measure beyond that specified in the Plan, that is required to comply with local, state, and federal law, shall be implemented.

All erosion and sediment control practices must be in accordance with the CFTOD Land Development Regulations and the Florida Stormwater, Erosion, and Sedimentation Control Inspectors Handbook.

In the event that erosion prevention and control devices shown in the Erosion control plan prove not to be effective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required. All alternate erosion prevention and control devices must be reviewed and approved by the District designated compliance personnel prior to placement.

All erosion prevention and control measures must be inspected and approved by the District's designated compliance personnel prior to any construction activities. Removal of these same erosion controls and prevention measures may be done only after authorization is obtained from the District's designated

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compliance personnel. Any deviation from this procedure may result in an immediate requirement for work stoppage.

The District does not allow earthen ditch blocks or dams or other erodible material to be placed in live streams, canals, or active water bodies. Ditch blocks or dams must be composed of non-erodible materials. Materials commonly approved by the District are sheet piles, portable cofferdams, inflatable water structures, and other comparable devices.

Hay bales are not allowed as an erosion control device within the District.

Daily inspections shall be made by the Contractor to determine the effectiveness of sediment and erosion control efforts. Any necessary remedies shall be performed without delay. All sediment, erosion, and turbidity control measures shall be in working condition at the end of each workday.

The District may elect to restrict or prohibit certain erosion control Best Management Practices due to poor performance or because the device(s) may increase environmental degradation. It is the responsibility of the landowner or its designee to inquire about these restrictions.

Additional erosion controls may be required at the discretion of the District.

- 3.1 The Contractor shall design, furnish, install and maintain, at its expense, all necessary erosion control and wetland protection systems, such as silt fences, temporary retention basins, silt screens, synthetic hay bales, floating turbidity barriers, inlet protection systems, filter fabric, sandbags, sheet piling or other approved devices required to prevent erosion and to protect the storm water systems and receiving waters. The Contractor shall be responsible for repairing and/or replacing any and all damage to the erosion protection devices. The Contractor shall maintain all erosion control systems until the Owner certifies that the punch list is complete.
- 3.2 The Contractor shall prepare the Storm Water Pollution Prevention Plan. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.
- 3.3 The Contractor shall prepare and submit the NOI to the FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.
- 3.4 The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.
- 3.5 The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans ("SWPPP").
- 3.6 The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Owner.

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- 3.7 The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Owner.
- 3.8 Contractor shall utilize lined trucks to haul muck or saturated soils off site.
- 3.9 The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

SECTION 4. RATE SCHEDULE

SCHEDULE OF WAGE & EQUIPMENT RATES

4.1 Daily Wage Rates

For work performed under the terms of the Agreement on a time and materials basis, the following hourly wage rates shall be utilized for the purpose of calculating the total cost of labor pursuant thereto. All hourly wage rates set forth herein are inclusive of the Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit, and each category of employee burden, benefit and related cost.

Overtime work shall be defined as work that the Contractor has been given less than five business days notice and shall be performed outside of the hours of 7:00 AM to 5:00 PM or on weekends and holidays. For a day to be considered a holiday, the Contractor must declare the day a holiday for all of their personnel.

All miscellaneous labor, equipment and materials procurement not included within this section shall be compensated based on the actual cost plus a markup of 10%. All miscellaneous labor, equipment and materials procurement not included within Section shall be compensated based on the actual cost plus a markup of 25% (normal 10% plus an additional 15% for emergency/rushed procurement).

Labor Category	Regular Wage Rate/ ½ Day	Regular Wage Rate/ Full Day	Overtime & Holiday Wage Rate/Day
Maintenance/Repair: includes miscellaneous tools for above water repair for a single crew member	\$450.00	\$900.00	\$1,250.00
Inspection/maintenance/repair: includes misc. tools and dive supplies including scuba or surface supply diving for a crew of 3, saws, torches, winch, welders, pumps, etc.	\$2,575.00	\$5,150.00	\$7,725.00
FDOT Qualified Bridge Inspection (Level I or II): includes miscellaneous tools and dive supplies including scuba or surface supply diving for a crew of 3. See Note * Below.	\$2,100.00	\$4,200.00	\$6,300.00
If additional personnel are required, price per person	\$420.00	\$840.00	\$1,260.00
Emergency Call Out Rate	\$1,500.00	\$1,500.00	\$2,000.00

**FDOT Qualified Bridge Inspections Level III will be priced on a time and material basis due to unknowns regarding what type of non-destructive/destructive testing may be required at that time.*

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4.2 Equipment Rates

For work performed under the terms of the Agreement on a time and materials basis, the following Contractor-owned equipment rates shall be utilized for the purpose of calculating the total cost of equipment owned and utilized by the Contractor pursuant thereto. All Contractor-owned equipment rates set forth herein are all-inclusive of the Contractor's cost to store, maintain, fuel and (with exception of the labor required to operate the equipment) all incidental costs associated with the operation and maintenance thereof. All rates set forth herein are inclusive of markup for Contractor's profit.

In calculating the total cost for Contractor-owned equipment, the applicable rate (Hourly, Daily or Weekly) shall be that which renders the lowest overall cost.

The Daily Rate shall apply to calculate the total cost for Contractor-owned equipment when the use of the equipment exceeds seven (7) consecutive hours in any given day during the course of performing the work or services under the Agreement but is less than the threshold established for application of the Weekly Rate. The Daily Rate published in the following schedule for each of the listed equipment items equals the hourly rate times seven (7). The same formula shall be applied for purposes of calculating the Daily Rate for any Contractor-owned equipment that is added to the following schedule via written amendment to the Agreement.

The Weekly Rate, or the pro rata portion thereof, shall apply when the use of the equipment equals or exceeds three (3) consecutive days in any given week during the course of performing the work or services under the Agreement. The Weekly Rate published in the following schedule for each of the listed equipment items equals the Daily Rate times four (4). The same formula shall be applied for purposes of calculating the Weekly Rate for any additional Contractor-owned equipment that is incorporated into the following schedule via written amendment to the Agreement.

Equipment Category	Per Hour	Per Day	Per Week
Truxor, Land/water Tractor, & all attachments needed. Includes two personnel.	\$450.00	\$4,500.00	\$18,000.00
Kabota, Tractor, & all attachments needed. Includes two personnel.	\$450.00	\$4,500.00	\$18,000.00
Small Dump Truck	\$180.00	\$1,800.00	\$7,200.00
Crane	\$750.00	\$7,500.00	\$30,000.00
Concrete Pump	\$275.00	\$2,750.00	\$11,000.00

SECTION 5. CONDUCT & CLOTHING REQUIREMENTS

The Contractor is responsible at all times for the proper conduct of its personnel and that of its subcontractors and suppliers. The Contractor shall restrict its personnel to the job site and immediate vicinity thereof and shall endeavor to prevent discordant relationships between its personnel and that of any adjacent property owner or resident.

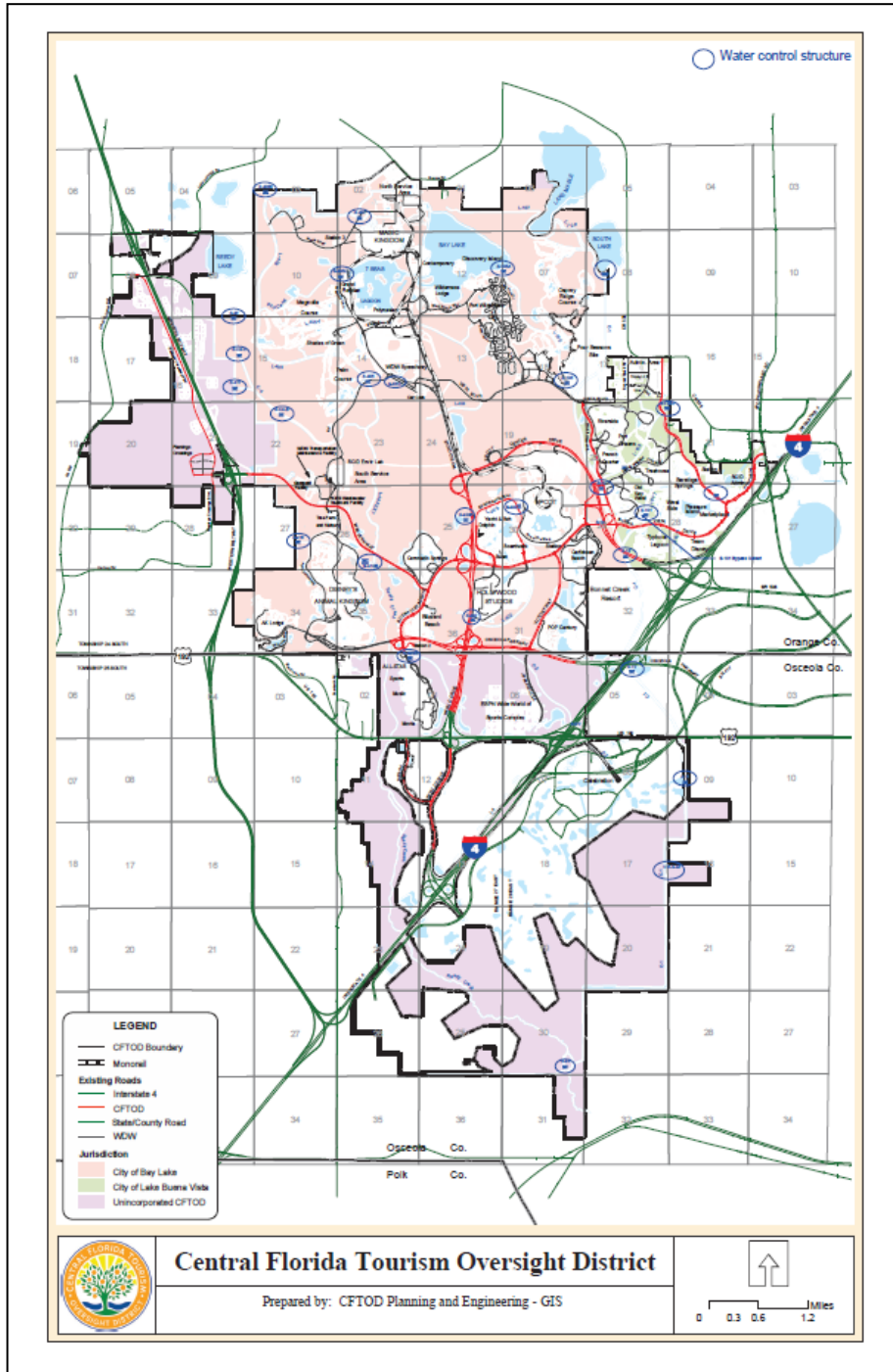
The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.

The Contractor shall ensure its personnel are properly dressed with Occupational Safety and Health Administration ("OSHA") approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The

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District or the Owner's Representative shall solely determine whether any such clothing is or is not permissible.

SECTION 6. LOCATION MAP



End of Exhibit A

Exhibit B
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(i) 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).

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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

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

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

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

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

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

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

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

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

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

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan ("PSSP"). All PPE must meet current Occupational Safety and Health Administration ("OSHA") and American National Standards Institute ("ANSI") requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. "Cowboy" and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded shall 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

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takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

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

C. CHLOROFLUOROCARBONS ("CFCs")

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or

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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 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;

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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 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

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operations and the safety and wellbeing of its employees, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.

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- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

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

IX. FALL PROTECTION

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

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

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Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Emergency Locate Tickets:

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

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

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

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

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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
- 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.

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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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 shall be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

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

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

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

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



D. PROJECT UNDERSTANDING, APPROACH, AND MANAGEMENT PLAN

TCG has over 20 years of Commercial Diving experience throughout Orlando and Central Florida which gives us a strong understanding of the dangers that are associated with Commercial Diving and Underwater Inspections and Construction in the dark, turbid lakes, rivers, and canals of Central Florida. Our experience comes from performing work such as FDOT Bridge Inspections and Repairs, Pile Jacket and Cathodic Protection installation, Slope and Revetment rehabilitation, Waterfront rebuilds of Coast Guard Stations and performing over 2000 successful Penetration/Confined Space Dive Inspections and repairs. We approach each requested task in a detailed and comprehensive way. Our team understands that every site will be different and proposes various challenges whether it be water conditions and visibility, current flows, water elevations, access to site and wildlife probabilities.

Regarding any task given to TCG, our first step is to ensure we are clear on every aspect of what is being asked. Inspections, Repairs, and Underwater Construction all require specified qualifications and experience and will be approached in different ways to accomplish each task safely and successfully. If requested to perform an underwater bridge inspection, the first step will be to set up a site meeting with the District Representative, TCG's Operations Manager and Bridge Inspection Team Leader to observe and discuss all conditions present. We will observe access and traffic conditions to the site, staging areas, water conditions, water entry and egress methods, wildlife known to each area, and discuss in-depth how each of those conditions will be addressed and how the inspection will be conducted to include bathymetric surveys, visual inspections, NDT procedures, structure soundings, scour observations and underwater debris hazards. With this information, TCG will then develop a Task and Site-Specific Operational Dive Plan that will outline ALL commercial diving equipment that will be used for that specific task to include Dive helmet models and Inspection certifications, communication systems, Breathing air-compressors with current air-quality tests with multiple, back-up emergency air sources. The Dive plan will also list each dive team member for each particular task to include current engineering license, bridge inspection certifications, diving certifications, dive physicals, first aid certificates, CPR certificates, emergency air provider certifications and also list each individual's duties and responsibilities. The plan will also provide an outline of our "Means and Methods" for all related activities that will take place to complete the task. TCG will also develop and provide a site specific AHA (Activity Hazard Analysis) to cover all hazardous related possibilities for the project and to provide steps on how to avoid or manage each issue to include proper equipment and tools handling, jobsite hazards, power lines, trees, traffic, wildlife, weather, overhead lifting, and all diver related injuries. TCG will also develop an emergency medical evacuation plan to include contact information of nearest medical facility, direct driving routes, air-lift coordinates, and nearest hyperbaric chamber. This will be posted at every dive station. All Dive stations include a US Coast Guard approved first Aid Kit with Emergency Air Package and diver recovery board.

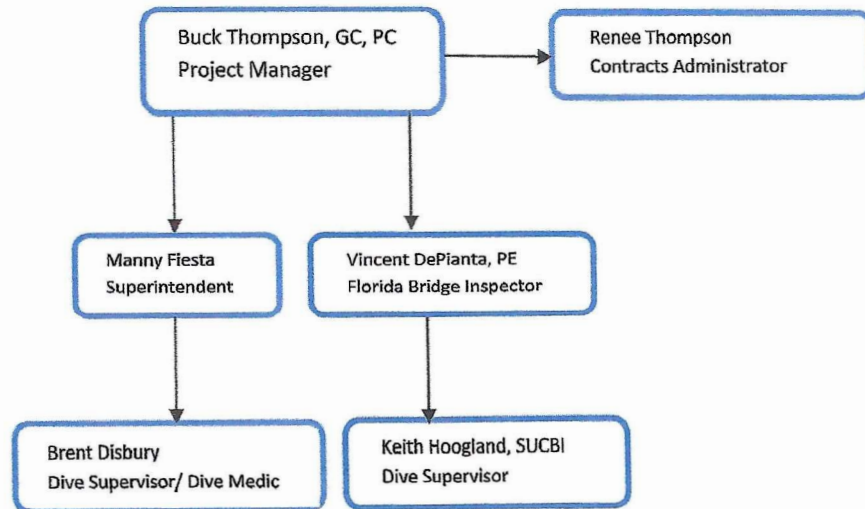
Tasks that include all other underwater inspections, the approach will be conducted in the same manner first by setting up a site meeting with the district representative, TCG's operations manager and commercial diving manager. When inspecting water control structures such as AMIL Gates, sheet pile weirs, and sluice gates, we first must determine if the structures can be locked-out-tagged-out, what the water flow velocity is or if any differential pressure exist due to head pressures. If the task includes pipe inspections, we will then discuss all aspects of the pipe system that needs to be inspected to include pipe diameter, length, entry and exit outfall locations, manhole/structure locations and discuss any known, ongoing problems such as sediment levels, blockages, sink holes, rotted outfalls or previous repairs that may need to be monitored. In most cases when the conditions allow, all pipe inspections will be performed with an underwater, remote operated vehicle (ROV), for safety reasons and to minimize the cost for additional manpower. When needed, TCG will provide a certified, confined space, commercial dive team that is qualified to perform penetration



dive operations. This is most likely needed in cases of very turbid waters with low visibility or if obstructions need to be manually removed by a diver. In this case, an operational dive plan will be developed to include penetration diving and the additional dive team members needed as per USACE Safety Manual EM385-1-1, 29 CFR 1910 Subpart T (OSHA), and ADC Consensus Standards as it pertains to dive team manning levels for confined space diving operations.

Tasks that require maintenance, repairs, or reconstruction: The first step we want to take is to set up a site meeting with the district representative, TGC’s Operations manager and Commercial dive team and perform a preliminary inspection dive to survey all the underlying conditions effecting the structure. By doing so, TCG can then develop a complete means and methods that outlines a detailed repair sequence. This also allows for us to provide accurate estimates for repair costs to include materials, equipment and manpower and eliminates needless change orders. Once our repair or reconstruction means, methods and materials are approved by the district, we will then generate the same structured Operational Commercial Dive plan as in the case for all other commercial diving operations that includes information on every aspect of the certified commercial dive team and dive stations as outlined in the USACE Safety Manual EM385-1-1, 29 CFR 1910 Subpart T (OSHA), and ADC Consensus Standards. In cases that the task given is to perform new construction, demo/rebuilds or additions to standing marine structures, TCG is the only ADCI Certified Commercial Diving Corporation and Marine Contractor in Florida to hold a Florida Certified General Contractors license and a Florida Certified Pollutant Storage Systems Contractors License which gives us a very competitive advantage for providing complete “Turn-Key” solutions from seawall and dock construction, culvert and pipeline replacements and slope and revetment rehabilitation.

TCG Organizational Chart



D. STAFFING AND EQUIPMENT PLAN

TCG has several “In-House” certified commercial dive teams working throughout the State of Florida. Each Dive team is made up of professional commercial divers with a wide range of qualifications and experience from professional engineers, certified bridge inspectors, metallurgists, welders and fabricators, and medical technicians. Due to our manpower and wide range of capabilities, our team maintains multiple dive teams located in the Central Florida area and can react to any emergency with-in 12 hours, 7-days a week. For this LOI, our team will pre-designate and manage locally in Orlando, an emergency inspection dive team, and a



certified commercial dive team for any additional diving services to include debris removal and repair services. Each team will have a Designated Person in Charge (DPIC), Designated Certified Bridge Inspection Team Leaders and Dive Supervisors who all reside in the Osceola, Orange, and Polk County areas. Each dive team will be fully equipped with an ADCI Certified Dive Station, tools and emergency equipment as required by the USACE Safety Manual EM385-1-1, 29 CFR 1910 Subpart T (OSHA), and ADC Consensus Standards.

TCG and our Team also have multiple equipment rental accounts located within Central Florida and surrounding areas that are open and available for use to be able to provide a wide range of equipment for any project or emergency should any additional resources are needed.

Primary Contact/Project Manager: Buck Thompson, President; Email: buck@thompsoncontractinggroup.com; Work Location: Palm City, FL; Phone #: 772-888-6333.

Designated Person-in-Charge (DPIC): Manny Fiesta, Superintendent; Email: mfiesta.tcg@gmail.com; Work Location: Orlando, FL; Phone #: 863-529-8826.

PE & FDOT Florida Certified Bridge Inspector: Vincent DePianta, AVP Florida Bridge Inspection Manager; Email: Vincent.depianta@volkert.com; Work Location: Maitland, FL; Phone #: Office: 407-965-4211 x3181.

Other team members:

Keith Hoogland- SUCBI, Certified Diver

Jeffery Powell, CBI, Certified Diver

Brent Disbury- Dive Medic, Certified Diver

Mollie Griswold, SUCBI, Certified Diver

E. EMERGENCY RESPONSE/DISTRICT PRIOTIZATION RESPONSE PLAN

For Emergency Response Situations, TCG will provide the district with a "General Operational Dive Plan" to remain on file that will verify all personnel, equipment and certifications are in compliance with USACE Safety Manual EM385-1-1, 29 CFR 1910 Subpart T (OSHA), and ADC Consensus Standards. This Dive Plan will be updated and kept current as needed. The district will have direct contact numbers for the Operations Manager, Commercial Diving Manager, Professional Bridge Inspection Team Leader and any other DPIC to ensure there are no delays in contacting us. TCG will provide and designate a Mobilized Dive Unit (MDU) fully equipped with a complete, certified dive station, tools and safety equipment and maintained for any unforeseen emergencies that might arise throughout the year. The MDU will be paired with a full size 4X4 truck to access rough terrain and offroad sites if needed. These Commercial Dive teams will also be manned by the same local team members used for other services, therefore allowing us to respond to any emergencies on call. During times of known approaching storms, all our Dive Team members will be put on notice for immediate reaction response if needed by the district. TCG also has access to multiple types of heavy equipment and machinery for major storm debris removal and disposal such as Cranes, Excavators, Front-end Loaders, Skid-steers, large dewatering/Bypass Pumps and amphibious crawlers. TCG is certified by the State of Florida, Emergency Supplier Network and has experience in emergency response and post hurricane assessments and clean-up therefore giving us a strong understanding of the dangers and



complexities of emergency response as it pertains to water control structures, bridge damage, embankment washouts and sinkholes caused by flashfloods or pipe fractures. TCG and Volkert will provide 24 hours contacts to the District for Emergency Responses and be available to assist should or when the need arises.

F.WARRANTY ASSURANCE

TCG confirms it will provide a warranty assurance of at least 1 year on any repair or work performed. We also confirms that the assigned project manager, will oversee and be responsible for any work performed under this Contract.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 7.2**

Board Meeting Date: 06/12/2024

Subject: Award of Bid # C006534 Lift Station 59

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.2 award of contract for rehabilitation of wastewater Lift Station #59 to Prime Construction Group, Inc. for the bid amount of \$1,555,555 plus 10% contingency for a total of \$1,711,111

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: February 07, 2024

BACKGROUND:

The District owns, operates, and maintains thirty (30) lift stations as part of its wastewater collection/transmission system. Most of these are duplex (two-pump) stations, many of which date back to the original development of the property. The stations are regularly inspected to ensure all components are in working order and deficiencies noted for consideration in the development of a capital improvement program for rehabilitation of the District’s assets. In 2020, the District retained professional engineering services to prepare design documents to rehabilitate four (4) lift stations as the initial phase to renew the physical integrity of the stations and bring them to the latest standards.

After experiencing delays associated with the pandemic and subsequent logistical challenges, the design was completed in the fall of 2023. Based on the updated engineer’s opinion of probable construction cost, a significant increase in the project budget would be needed to continue with the original scope of rehabilitating all four lift stations. Given market uncertainty at the time, it was decided to reduce the scope to two (2) lift stations, and to separate the project into distinct bid packages for each lift station, rather than bidding the project as a bundle of multiple stations.

In February 2024, the bid was posted for the first of the two projects, specifically for the Lift Station 59 rehabilitation, including removal and replacement of submersible pumps, piping, fittings, and valves as well as updating electrical and instrumentation components.

FINDINGS AND CONCLUSIONS:

On February 07, 2024, Invitation to Bid # C006534 was released to bid for rehabilitation of the District’s wastewater Lift Station 59. Two (2) bids were received as follows:

Vendor’s Legal Name	Vendor’s City/State	Bid Amount
Prime Construction Group, Inc.	Orlando, FL	\$1,555,555
Gulfcoast Utility Constructors, Inc.	Sarasota, FL	\$1,798,980

Prime Construction Group, Inc. was the lowest responsive and responsible bidder.

The Utilities Division is requesting approval of Contract # C006534 with Prime Construction Group, Inc. for the rehabilitation of the District's wastewater Lift Station 59 including 10% contingency for a total of \$1,711,111.

FISCAL IMPACT:

Funding will be from CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Prime Construction Group – Contract
- Bid Tabulation



LIFT STATION 59 REHABILITATION

Agreement: C006534

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: June 26, 2024

Owner:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Owner's Representative:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Engineer/Architect of Record:	CPH, LLC 1117 East Robinson Street Orlando, Florida 32801
Contractor:	Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, Florida 32824

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:

LIFT STATION 59 REHABILITATION ISSUED FOR CONSTRUCTION

Contract Number: C006534

CONTRACT DOCUMENTS

Agreement (Lump Sum)

- Exhibit A – Project Description 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

Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application

Dual Obligee Rider

Contractor's Interim Affidavit (sample form), including Schedule A

Contractor's Request for Information ("RFI") (sample form)

Directive (sample form)

Change Order (sample form), including Exhibit A

Close-Out Change Order (sample form includes Certificate of Substantial Completion)

Punch List (sample form)

Specification Section 00850 - List of Drawings & Specifications

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIFT STATION 59 REHABILITATION. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications - For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIFT STATION 59 REHABILITATION. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

END OF TABLE OF CONTENTS - PROJECT MANUAL

**LIFT STATION 59 REHABILITATION
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of June 26, 2024, 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 **Prime Construction Group, Inc.** (herein referred to as the “Contractor”), whose mailing address is 1000 Jetstream Drive, Orlando, Florida 32824.

WITNESSETH

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006534 on February 7, 2024 for Lift Station 59 Rehabilitation;

WHEREAS, two (2) bidders responded, and Prime Construction Group, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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

**Article 1
DEFINITIONS: THE CONTRACT DOCUMENTS**

1.1. The capitalized terms used herein shall have the meanings set forth in the General Conditions of the Contract for Construction (herein referred to as the “General Conditions”) unless a specific definition therefor is provided herein. Unless otherwise specified, references herein to numbered articles and paragraphs are to those in this Agreement. This Agreement shall be referred to throughout the Contract Documents as the “Agreement.”

1.2. The Contract Documents consist of this Agreement, the Conditions of the Contract (General and Special), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedures), all Modifications and all other documents identified in the “List of Contract Documents” included in Exhibit A, which is attached hereto. Such documents form the Contract and all are as fully a part thereof as if attached to this agreement or repeated herein.

**Article 2
STATEMENT OF THE WORK**

2.1. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the “Work.”

2.2. Exhibit A, “Project Description and List of Contract Documents,” contains a brief description of the Project.

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

**Article 3
OWNER'S REPRESENTATIVE**

3.1. **Reedy Creek Energy Services**, whose designated representative is **Kylie Canarina**, and whose mailing address is Post Office Box 690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act

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

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

Article 4 THE ARCHITECT/ENGINEER

4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is CPH, LLC, whose mailing address is 1117 East Robinson Street Orlando, Florida 32801.

Article 5 TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work promptly upon receipt of written Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work within 210 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 **210 DAYS from the Notice-to-Proceed**.

Article 6 CONTRACT SUM

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, an amount Not-to-Exceed **ONE MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY-FIVE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,555,555.00)** (herein referred to as the "Contract Sum") as itemized in EXHIBIT C - RECAP OF 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.

**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.

**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: (i) 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; (ii) 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; (iii) 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 (iv) 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.

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 LEGAL PROCEEDINGS

11.1. 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.

11.2. 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 so 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 shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

11.3. 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 12
PUBLIC RECORDS**

12.1. 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 13
E-VERIFY COMPLIANCE**

13.1. 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 14
NON-FUNDING**

14.1. 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 15
SCRUTINIZED COMPANIES**

a. 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.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473 Florida Statutes; and/or
2. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
2. Have become ineligible 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 Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d 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.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. 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
PUBLIC CONSTRUCTION BOND**

16.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **ONE MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY-FIVE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,555,555.00)** 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.



Contract No: C006534

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:
PRIME CONSTRUCTION GROUP, INC.

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: June 26, 2024

Date: _____

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006534

I. Project Description

The Project is briefly described as follows:

SECTION 1. SCOPE OF SERVICES OVERVIEW

The Scope of Services for the Lift Station 59 Rehabilitation project consists of the rehabilitation of one (1) lift station (LS-59) including removal and replacement of submersible pumps, piping, fittings and valves; and updating electrical and instrumentation components. Contractor shall refer to Technical Specifications and Construction Drawings for detailed Project tasks.

SECTION 2. SCOPE OF SERVICES

2.1 WORK COVERED BY PROJECT DOCUMENTS

- A. The work covered under these specifications shall include, but is not limited to, furnishing all equipment and materials, except those materials furnished by the Owner; providing all labor, supervision, administration and management; and supplying all construction equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities and services necessary to produce the construction required by the Project Documents, complete and ready for use.
- B. Location: The work is within the limits of the Central Florida Oversight District.
- C. Summary of the Work: The project consists of the rehabilitation of one (1) lift station (LS-59) including removal and replacement of submersible pumps, piping, fittings and valves; and updating electrical and instrumentation components. Contractor shall refer to Technical Specifications and Construction Drawings for detailed Project tasks.

Contractor is responsible for but not limited to supplying all labor, supervision, equipment, material and permitting as per referenced specifications listed herein.

Contractor is responsible for but not limited to complying with all state and local codes including CFTOD Epcot Building Codes, National Electrical Safety Code, CFTOD Utility Specifications and Construction Standards, and OSHA safety requirements for Personal Protective Equipment and work practices.

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 and other Project Documents.

2.2 WORK DESCRIPTION

- A. The sequence provide below is to generally describe the work to be accomplished and does not necessarily describe the work in the required sequence or that one step need be completed before starting the next one. The Contractor is allowed to submit a written alternative sequence of work that could allow the work to be accomplished faster and at less cost to the Owner.

2.3 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

2.4 SEQUENCE OF WORK

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of work as required within the specified Contract Time.
- B. The Contractor shall submit a schedule and work sequence to the Owner at least five (5) days prior to the Notice to Proceed.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006534

SECTION 3. EMPLOYEES

The following applies to ALL contract work:

- 3.1 The Contractor shall perform the basic services outlined within this Scope of Work between the hours of 7:00 AM and 5:00 PM, Monday through Friday. All work hours are subject to change depending on the time of year and as a result of special events or holidays.
- 3.2 Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.
- 3.3 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all Contractor provided uniforms.
- 3.4 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 3.5 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 3.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.
- 3.7 All services shall be approved by and scheduled through the Owner or its authorized representative.
- 3.8 Contractor shall make walk/ride-through reviews of the entire site related to visual observations and shall make repairs and adjustments necessary. Owner may attend the walk/ride-through.
- 3.9 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 3.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 3.11 The Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

SECTION 4. QUALITY CONTROL

- 4.1 Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006534

- 4.2 Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SECTION 5. DAMAGE

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

SECTION 6. SAFETY

- 6.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 6.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 6.3 Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hardhat, safety vest, eye and hand protection.
- 6.4 Contractor shall provide a Project Specific Safety Plan ("PSSP") to Owner's Construction Safety Consultant prior to start of any work to include the following:
- Contractor company name and contact information;
 - Project number and name;
 - Summary of work to be performed;
 - Job hazards present and how to mitigate;
 - Personnel names to be working onsite;
 - Equipment to be utilized in performance of the work; and
 - Job hazard analysis ("JHA").

II. List of Contract Documents

A. Drawings:

Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIFT STATION 59 REHABILITATION. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

B. Specifications:

For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIFT STATION 59 REHABILITATION. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

C. This Exhibit A, Project Description and List of Contract Documents, 4 pages

D. Exhibit B, Project Milestone Schedule, 1 page

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006534

- E. Exhibit C, Recap of Contract Sum, 1 page
- F. Exhibit D, Pending Alternates, 1 page
- G. Exhibit E, Unit Price Schedule, 1 page
- H. Special Contract Conditions, June 2023 Ed., 15 pages
- I. General Conditions of the Contract for Construction, including table of contents, April 2024 Ed., 26 pages
- J. Payment Bond, 3 pages
- K. Performance Bond, 3 pages
- L. Consent of Surety for Partial Payment Application, 1 page
- M. Dual Obligee Rider, 1 page
- N. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- O. Contractor's Request for Information (SAMPLE), 1 page
- P. Directive (SAMPLE), 1 page
- Q. Change Order (SAMPLE), including Exhibit A, 2 pages
- R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through G, 10 pages
- S. Punch List (SAMPLE), 1 page

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006534

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

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion*	Day 1	180 Days from Notice-to-Proceed
Final Completion	Day 180	210 Days from Notice to Proceed

**Contractor shall provide a Project Specific Safety Plan ("PSSP") to Owner's Construction Safety Consultant prior to start of any work*

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006534

The Contract Sum is based solely on the Contractor's proposed Base Bid Not-to-Exceed Amount of **\$1,555,555.00** as itemized below.

Item	Description	Unit	QTY	Unit Price	Total
1	Mobilization/Demobilization, Insurance & Permits	LS	1	\$70,000.00	\$70,000.00
2	Site Layout & Surveying	LS	1	\$15,000.00	\$15,000.00
3	Preconstruction Audio-Video Documentation	LS	1	\$2,500.00	\$2,500.00
4	Record Drawings and Closeout	LS	1	\$15,000.00	\$15,000.00
5	Maintenance of Traffic/Temporary Traffic Control	LS	1	\$4,000.00	\$4,000.00
6	Bonds	LS	1	\$12,074.00	\$12,074.00
Section 1 - General Subtotal					\$118,574.00
7	Remove Existing Chain Link Fence	LS	1	\$5,000.00	\$5,000.00
8	Remove Landscape for Installation of New Fence	LS	1	\$5,000.00	\$5,000.00
9	Remove and Dispose of Existing Pumps and Associated Piping, Valves, Valve Vault, Guide Rails, Discharge Piping, and Control Panels	LS	1	\$20,000.00	\$20,000.00
10	Abandon Existing Valve Vault	LS	1	\$17,500.00	\$17,500.00
11	Remove and Salvage Existing Generator & Fuel Tank and Remove Associated Concrete Pads	LS	1	\$9,500.00	\$9,500.00
Section 2 - Demolition Subtotal					\$57,000.00
12	Erosion and Sediment Control	LS	1	\$7,500.00	\$7,500.00
13	Site Grading	LS	1	\$16,500.00	\$16,500.00
14	Furnish and Install Stabilized Access Driveway and Concrete Apron	LS	1	\$29,000.00	\$29,000.00
15	Furnish and Install Chain-link Fencing	LS	1	\$12,500.00	\$12,500.00
16	Furnish and Install Chain-link Slide gate	LS	1	\$3,500.00	\$3,500.00
17	Furnish and Install Sodding	LS	1	\$15,000.00	\$15,000.00
Section 3 - Site Work Subtotal					\$84,000.00
18	Temporary Bypass	LS	1	\$295,000.00	\$295,000.00
19	Rehabilitate and Line Existing Wet Well	LS	1	\$87,480.00	\$87,480.00
20	Install New Top Slab and Vent with Fall Protection	LS	1	\$20,222.00	\$20,222.00
21	Furnish and Install New Submersible Pumps with Base Pedestal and Plate, 316 SST Guide Rails, Brackets, Float Switches and Control Panel	LS	1	\$93,700.00	\$93,700.00
22	Furnish and Install New Discharge Piping, Valves, and Fittings	LS	1	\$120,400.00	\$120,400.00
23	Furnish and Install Concrete Pad for Aboveground Discharge Piping Assembly	CY	3	\$1,500.00	\$4,500.00
24	Reconnect to Existing Force Main	LS	1	\$27,500.00	\$27,500.00
25	Construct New Stainless Steel Suction and Ductile Iron Discharge Piping for Diesel Fuel Pump Connections	LS	1	\$40,515.00	\$40,515.00
26	Furnish and Install 8" Flow Meter	LS	1	\$6,500.00	\$6,500.00
Section 4 - Lift Station Subtotal					\$695,817.00
27	CIPP Line 8" Sanitary Sewer	LF	282	\$175.00	\$49,350.00
28	CIPP Line 15" Sanitary Sewer	LF	160	\$325.00	\$52,000.00
29	Seal and Coat Existing Sanitary Sewer Manhole	EA	2	\$23,000.00	\$46,000.00
Section 5 - Sanitary Sewer Subtotal					\$147,350.00
30	Furnish and Install Diesel Fuel Pump	LS	1	\$165,744.00	\$165,744.00
Section 6 - Design Fuel Pump Subtotal					\$165,744.00
31	Power Distribution Equipment	LS	1	\$123,000.00	\$123,000.00
32	Instrumentation	LS	1	\$118,048.00	\$118,048.00
33	Disconnects, Cabinets and Boxes	LS	1	\$19,522.00	\$19,522.00
34	Lighting Fixtures	LS	1	\$3,500.00	\$3,500.00
35	Wire and Conduit	LS	1	\$3,500.00	\$3,500.00
36	Underground Power Distribution	LS	1	\$4,500.00	\$4,500.00
37	Demolition and/or Relocation	LS	1	\$15,000.00	\$15,000.00
Section 7 - Electrical Subtotal					\$287,070.00
Not-to-Exceed Amount - Grand Total					\$1,555,555.00

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006534

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
UNIT PRICE SCHEDULE
Contract No.: C006534

THERE IS NO UNIT PRICE SCHEDULE

End of Exhibit E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006534

June 2023 Edition

Table of Contents:

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

(i) 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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

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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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006534

June 2023 Edition

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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006534

June 2023 Edition

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 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.

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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 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.

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

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

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

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

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

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

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

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

VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

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

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an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

Slopes with an angle of measure from horizontal grade that exceed 40⁰ require the use of fall protection.

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

X. AERIAL WORK PLATFORMS (“AWP”)

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

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

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

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

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

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18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

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Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

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A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

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- 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).

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. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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

1.5. 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.

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 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 so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

Article 5 CONTRACTOR

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

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

5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written 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 so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or 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 so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.

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

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

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

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

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

5.7. TESTS.

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

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

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

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

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

Article 6 SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

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

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

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work

as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

6.3. SUBCONTRACTUAL RELATIONS.

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

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

6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

Article 7 SEPARATE CONTRACTS

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

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.

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

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so 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 so 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 Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

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

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor

(except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts).

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

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

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

Article 9 PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

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

thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall

cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so 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 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 so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

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

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

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

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 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 so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the 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 Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

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.

- A. 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.

- B. 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.
- C. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. 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.
- E. 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.
- F. INDEMNIFICATION. The Contractor shall indemnify the Owner 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 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 Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner 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 on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include

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

12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing. 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 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 so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.

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

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

Article 13 CLAIMS

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give

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

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

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

14.1. UNCOVERING OF WORK.

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

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

14.2. CORRECTION OF WORK.

14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

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

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

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

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

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

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

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

Article 15 TERMINATION OF CONTRACT

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

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

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

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 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 Reedy Creek Improvement 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 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 so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the 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 insure 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.

Article 17 EQUAL OPPORTUNITY

17.1. POLICIES OF EMPLOYMENT. The Contractor shall maintain policies of employment as follows:

17.1.1. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

17.1.2. The Contractor and its Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17.2. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law 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.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

PRIME CONSTRUCTION GROUP, INC.
1000 Jetstream Drive
Orlando, FL 32824 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: June 26, 2024
Contract No. C006534
Project: LIFT STATION 59 REHABILITATION

Legal Description or Street Address of Project: (Refer to Attachment A for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: One Million, Five Hundred Fifty-Five Thousand, Five Hundred Fifty-Five and Zero One-Hundredths Dollars (\$1,555,555.00) (hereinafter "Contract")

BOND:

Date: June 26, 2024
Amount: One Million, Five Hundred Fifty-Five Thousand, Five Hundred Fifty-Five and Zero One-Hundredths Dollars (\$1,555,555.00) (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 Oblige, 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:
PRIME CONSTRUCTION GROUP, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

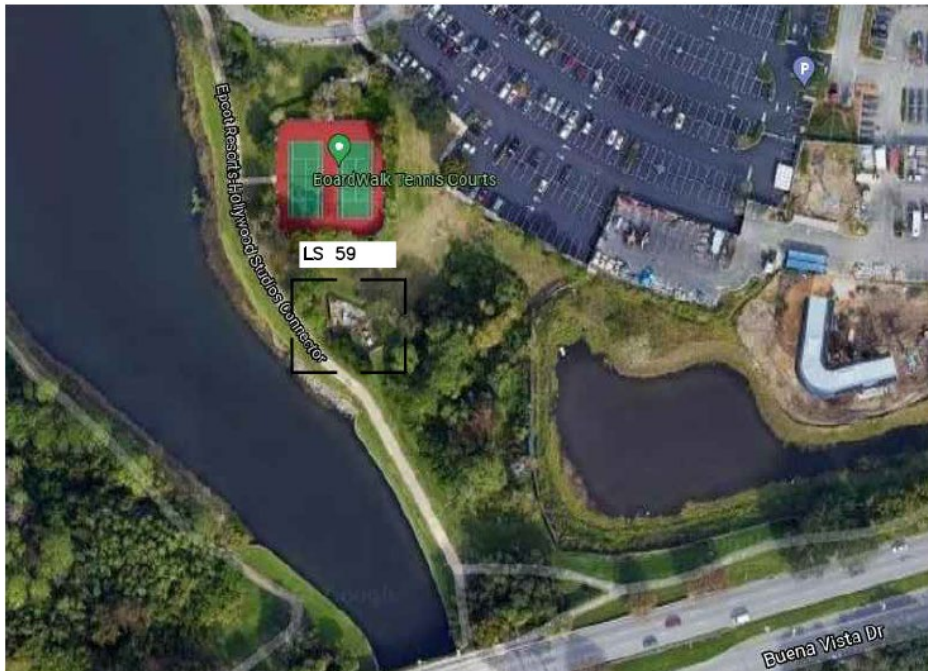
Print Name: _____

Title: _____

Title: _____

Attachment A

Lift Station 59 – Location Maps below



LATITUDE, LONGITUDE
28.363539, -81.555979

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

PRIME CONSTRUCTION GROUP, INC.
1000 Jetstream Drive
Orlando, FL 32824 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: June 26, 2024
Contract No. C006534
Project: LIFT STATION 59 REHABILITATION

Legal Description or Street Address of Project: (Refer to Attachment A for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: One Million, Five Hundred Fifty-Five Thousand, Five Hundred Fifty-Five and Zero One-Hundredths Dollars (\$1,555,555.00) (hereinafter "Contract")

BOND:

Date: June 26, 2024
Amount: One Million, Five Hundred Fifty-Five Thousand, Five Hundred Fifty-Five and Zero One-Hundredths Dollars (\$1,555,555.00) (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:
PRIME CONSTRUCTION GROUP, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

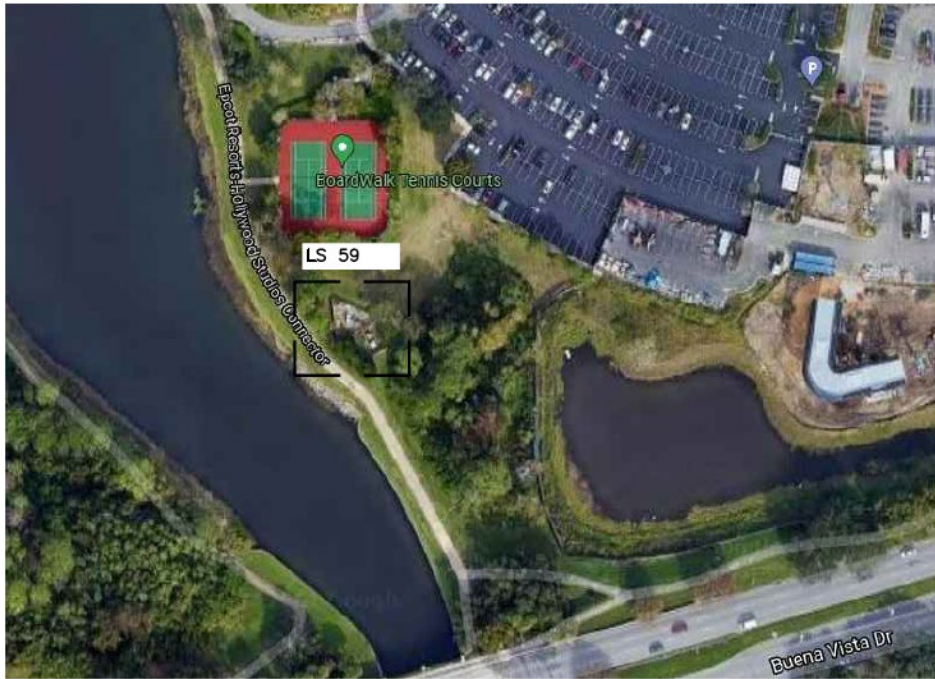
Print Name: _____

Title: _____

Title: _____

Attachment A

Lift Station 59 – Location Maps below



LATITUDE, LONGITUDE
28.363539, -81.555979

**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 # C006534
Payment Req. No.: _____

Dear Sir or Madam:

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

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

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

Sincerely,

Name

Title

Signature of Attorney-in-Fact

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

DUAL OBLIGEE RIDER

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

On behalf of _____ (Contractor)

In the amount of _____ Dollars (\$ _____)

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

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

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

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

Contractor: **Prime Construction Group, Inc.**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

From: PRIME CONSTRUCTION GROUP, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has 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.: C006534, dated June 26, 2024, for LIFT STATION 59 REHABILITATION.
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: Prime Construction Group, Inc.

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: PRIME CONSTRUCTION GROUP, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006534, dated June 26, 2024, between CENTRAL FLORIDA TOURISM DISTRICT and PRIME CONSTRUCTION GROUP, INC.

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

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

Sample

Please initial:

Owner

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: C006534

DATE: _____

PROJECT: **LIFT STATION 59 REHABILITATION**

SUB-PROJECT: _____

CONTRACTOR: Prime Construction Group, Inc.

ATTACHMENTS:

DESCRIPTION: _____

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect – (insert company name) Date

Accepted:

Contractor: Prime Construction Group, Inc. Date

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

PROJECT: LIFT STATION 59 REHABILITATION

CONTRACTOR: Prime Construction Group, Inc.
1000 Jetstream Drive
Orlando, FL 32824

CONTRACT NO. C006534

CHANGE ORDER NO.
DATE: «Change Order Date»

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CHANGE ORDER

The Owner and the Contractor hereby agree to this Change Order for all labor, services, materials, equipment and other items or things to be furnished, provided or performed, and all other obligations, terms and conditions, as described in Exhibit A hereto, all of which shall become part of the Work.

1. Original Contract Sum	<u>\$1,555,555.00</u>
2. Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3. Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4. Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5. Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6. Original Contract Time	<u>«Original Completion Date»</u>
7. Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8. Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9. Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other costs of construction, pursuant to law.

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

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

CONTRACTOR
PRIME CONSTRUCTION GROUP, INC.

Signature: _____

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: _____

Date: _____

EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Sample

Please initial:

Owner

Contractor

PROJECT: LIFT STATION 59 REHABILITATION

CONTRACT NUMBER: C006534

CHANGE ORDER NUMBER: (C.O. No.)

CLOSE-OUT CHANGE ORDER

THIS CLOSE-OUT CHANGE ORDER, is made effective as of (Insert Change Order Date), by and between the Owner and the Contractor.

WHEREAS, the parties desire to close-out the above referenced Contract based upon the Contract Documents as, and to the extent, modified below.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The current status of the Contract is as follows:

Original Contract Sum	<u>\$1,555,555.00</u>
Total net change by previous Change Orders	<u>\$(Insert Amount)</u>
Contract Sum prior to this Change Order	<u>\$(Insert Amount)</u>
Contract Sum will be increased/decreased with this Change Order	<u>\$(Insert Amount)</u>
Final Contract Sum including this Change Order	<u>\$(Insert Amount)</u>

2. The Contractor certifies that all Work covered by the Contract and Change Order No. _ through _ has been completed in accordance with the terms of the Contract, including all punch list items.

3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006534 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment A	General Release
Attachment B	Contractor's Affidavit
Attachment C	Contractor's Release and Waiver - Insurance
Attachment D	Waiver of Claim/Waiver of Lien/Litigation List
Attachment E	Contractor's Guarantee to Owner
Attachment F	Consent of Surety
Attachment G	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.

5. The Contractor represents to the Owner that:

a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial:

 Owner

 Contractor

its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
 - c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.
6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.
7. All other obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.
-

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Signature: _____
Print Name: S.C. Kopelousos
Title: District Administrator
Date: _____

CONTRACTOR:
PRIME CONSTRUCTION GROUP, INC.

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

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

GENERAL RELEASE

Attachment A

CONTRACT NO. C006534

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, PRIME CONSTRUCTION GROUP, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated June 26, 2024, Contract No. C006534, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and PRIME CONSTRUCTION GROUP, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date _____

Prime Construction Group, Inc.

(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S AFFIDAVIT

Attachment B
Page 1

From: PRIME CONSTRUCTION GROUP, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has 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. C006534, dated June 26, 2024, for the LIFT STATION 59 REHABILITATION 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.

Prime Construction Group, Inc.
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B
Page 2

Date: (Insert Date)

From: Prime Construction Group, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006534, dated June 26, 2024, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Prime Construction Group, Inc.

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Attachment C

Project: LIFT STATION 59 REHABILITATION

Contract No.: C006534

Contractor: Prime Construction Group, Inc.

Date of Contract: June 26, 2024

In consideration of the final payment under the Contract shown above between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, as Owner, and the undersigned, as Contractor, for Work on the above-captioned Project, the undersigned hereby represents that all claims which the undersigned may have against the Owner-furnished insurance (as and to the extent provided pursuant to the Contract Documents) for the Project have been reported in writing to the Owner and the Owner's insurance representative. The undersigned hereby waives and releases CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, its insurance carriers pursuant to any such Owner-furnished insurance, the Owner's Representative, their respective parent, subsidiary, related and affiliated companies and the officers, directors, agents and employees of each from any and all claims for property damage which have not been timely reported in writing to the Owner's insurance representative. CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and its insurance carriers reserve the right to deny any claim which has not been timely filed.

Company:

(Prime Construction Group, Inc.)

Signature: _____
(Signature of Corporate Officer)

Title: _____

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

Attachment D

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Prime Construction Group, Inc.

CONTRACT NO. C006534

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: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S GUARANTEE TO OWNER

Attachment E

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006534

Project: LIFT STATION 59 REHABILITATION

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.

Prime Construction Group, Inc.

(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: (Prime Construction Group, Inc.)

Name: _____

Address: _____

1000 Jetstream Drive

Orlando, FL 32824

Telephone No.: _____

CONSENT OF SURETY

Attachment F

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. C006534, dated June 26, 2024, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the LIFT STATION 59 REHABILITATION 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.

Very truly yours,

Name

Title

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

Closeout Change Order

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006534
CHANGE ORDER NO. (Insert C.O. Number)

Attachment G

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006534
PROJECT: LIFT STATION 59 REHABILITATION
CONTRACTOR: Prime Construction Group, Inc.
DATE: _____

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on _____ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.1.F of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

By: _____

Name: _____

Title: _____

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
{Project Name}

CONTRACT NO.: C006534

PROJECT: LIFT STATION 59 REHABILITATION

CONTRACTOR: Prime Construction Group, Inc.

DATE: _____

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (__ pages), dated _____

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.
 - (i) Application for Payment;
 - (ii) As-Built Drawings; and
 - (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before _____ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

Owner's Representative

List of Drawings & Specifications

Contract No.: C006534
Project: Lift Station 59 Rehabilitation

DRAWINGS & SPECIFICATIONS

DRAWINGS:

The following list of drawings is applicable to the foregoing.

DRAWING NO.	TITLE	DATE ISSUE
C-1	Cover	December 2023
C-2	General Notes	December 2023
C-2A	General Notes	December 2023
C-3	Lift Station 59 - Topographic Survey	December 2023
C-4	Lift Station 59 - Demolition Plan	December 2023
C-5*	Lift Station 59 - Site Plan	December 2023
C-6	Lift Station 59 - Site Grading Plan	December 2023
C-7*	Lift Station 59 - Pump Plan, Section and Details	December 2023
C-7A*	Lift Station 59 - Bypass Plan	December 2023
C-8	Construction Details	December 2023
C-9	Construction Details	December 2023
C-10	Construction Details	December 2023
E001	Electrical Symbols, Notes, and Abbreviation	December 2023
E002	Lift Station Site Plan	December 2023
E100*	Lift Station No. 59 - Demolition and Proposed SLD	December 2023
E101	Lift Station No. 59 - Demolition Plan	December 2023
E102*	Lift Station No. 59 - Proposed Grounding and Site Plan	December 2023
E200*	Electrical Details 1	December 2023
E201*	Electrical Details 2	December 2023
E202*	Electrical Details 3	December 2023
E203*	Electrical Details 4	December 2023
E204*	Bill of Materials	December 2023

**Drawing sheets revised with Addendum No. 1.*

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SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
DIVISION 00 – CONTRACT & BIDDING DOCUMENTS		
00850	List of Drawings & Specifications	December 20, 2023
DIVISION 01 – GENERAL REQUIREMENTS		
01025	Measurement and Payment	June 2022
01027	Applications for Payment	June 2022
01110	Summary of Work	June 2022
01111	General Instructions to Contractor	March 2004
01210	Allowances	March 2004
01230	Alternates	March 2004
01295	Schedule of Values	March 2004
01310	Project Coordination	January 2018
01314	Project Meetings	March 2004
01325	Scheduling of Work	June 2022
01330	Submittal Procedures	March 2004
01350	Permitting Procedures	March 2004
01380	Audio-Visual Documentation	June 2022
01410	Regulatory Requirements	March 2004
01420	References	March 2004
01440	Quality Assurance and Quality Control	March 2004
01455	Testing and Inspection Services	March 2004
01500	Temporary Facilities and Controls	March 2004
01516	Collection System Bypass	June 2022
01570	Maintenance of Traffic	June 2022
01571	Stormwater Pollution Prevention Plan	January 2007
01575	Erosion and Sedimentation Control	March 2004
01630	Substitutions and Products Options	March 2004
01640	Owner-Furnished Products	March 2004
01660	Product Storage & Handling Procedures	March 2004
01710	Soils Investigations	June 2022
01722	Field Engineering	March 2004
01730	Execution	March 2004
01732	Cutting and Patching	March 2004
01740	Cleaning	March 2004
01750	Starting and Adjusting	March 2004
01770	Closeout Procedures	March 2004
01788	Project Record Documents	March 2004
01790	Warranties and Bonds	June 2022

SECTION NO.	SECTION TITLE	ISSUE DATE
DIVISION 02 – SITE WORK		
02220	Site Demolition	July 2004
02230	Site Clearing	July 2004
02240	Dewatering	July 2004
02260	Excavation Support	July 2004
02310	Grading	July 2004
02320	Excavating & Backfilling for Utilities	January 2007
02321	Excavating & Backfilling for Structures	July 2004
02370	Erosion & Sedimentation Control	October 2007
02372	Erosion & Control Blankets & Mats	July 2004
02505	Underground Utilities Marking	January 2007
02532	Sanitary Sewerage Collection System	December 2013
02533	Sanitary Sewer Force Mains	December 2013
02535	Sanitary Lift Stations	December 2013
02705	Site Concrete Appurtenances	July 2004
02745	Asphalt Concrete Paving	July 2004
02750	Concrete Paving	January 2007
02821	Chain Link Fence & Gates	June 2022
02900	Plantings	July 2004
02924	Sodding	July 2004
DIVISION 03 – CONCRETE		
03050	Basic Concrete Materials and Methods	June 2009
03100	Concrete Forms & Accessories	November 2005
03200	Concrete Reinforcement	November 2005
03300	Cast-in-Place Concrete	November 2005
03350	Concrete Finishes	November 2005
03390	Concrete Curing	November 2005
03410	Precast Concrete Structures	June 2022
DIVISION 09 - FINISHES		
09900	Coatings and Linings	June 2022
09910	Prefabricated Fiberglass Liners	N/A
DIVISION 11 - EQUIPMENT		
11305*	Submersible & Diesel Pumps Schedule	December 2023
DIVISION 13 – SPECIAL CONSTRUCTION		
13100	Lighting Protection	August 20, 2013
13400	Measurement and Control Instrumentation	November 6, 2012
13410	General Scope	June 9, 2009
13420	Device Requirements	June 9, 2009
13430	Panel Requirements	December 20, 2023

*Specification 11305 revised with Addendum No. 1.

SECTION NO.	SECTION TITLE	ISSUE DATE
DIVISION 16 - ELECTRICAL		
16070	Hangers and Supports	June 10, 2009
16075	Electrical Identification	June 10, 2009
16080	Electrical Testing	June 10, 2009
16120	Conductors & Cable	June 10, 2009
16130	Raceway & Boxes	August 25, 2009
16150	Wiring Connections	June 10, 2009
16191	Miscellaneous Equipment	December 2023
16210	Electrical Utility Services	July 28, 2010
16220	Motors and Generators	June 10, 2009
16240	Battery Equipment	June 10, 2009
16290	Relaying, Measurement and Control	June 10, 2009
16440	Switchboards, Panelboards and Control Centers	June 10, 2009
16709	Surge Protection Devices (SPD)	December 2023

PERMITS:

- FDEP General Permit
- Notice of Acceptance of Use of a General Permit issued February 2, 2024*
*Added with Addendum No. 1.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 06/12/2024

Subject: Development Agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S., Inc.

Submitted By: Katherine Luetzow, Manager of Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 development agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S., Inc.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Published in Orlando Sentinel on June 5, 2024

BACKGROUND:

On March 27, 2024, the Central Florida Tourism Oversight District ("CFTOD") and Walt Disney Parks and Resorts, Inc. ("WDPR") entered into a settlement agreement. As part of this agreement, both parties committed to negotiating a new development agreement.

The proposed development agreement has a term of fifteen (15) years and includes conditions and terms that have been negotiated in good faith by both parties.

FINDINGS AND CONCLUSIONS:

The development agreement requires WDPR to make a significant capital investment over an extended period, which will benefit the Central Florida economy by creating new jobs and generating additional state and local revenues. Furthermore, WDPR is required to donate land for public infrastructure improvements necessary to support the new development.

Additionally, the development agreement stipulates that CFTOD will provide the public services and facilities needed to support WDPR's investment. CFTOD is also required to update the Comprehensive Plan by the third quarter of 2025.

FISCAL IMPACT:

WDPR intends to make significant capital investments over an extended period of years, including up to \$17 billion dollars over the next ten (10) to twenty (20) years. WDPR is dedicated to boosting Florida's economy by ensuring at least 50% of project spending is with Florida businesses, and they also committed to funding attainable housing projects, allocating a minimum of \$10 million over ten years. CFTOD has agreed to make capital improvements to public infrastructure throughout the duration of the development agreement to support WDPR's investment as well as the surrounding community and the many local commuters that travel across and through the District daily.

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Development Agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S., Inc.

Published Daily
ORANGE County, Florida

Sold To:

Central Florida Tourism District - CU00123330
PO Box 10170
Orlando, FL 32830-0170

Bill To:

Central Florida Tourism District - CU00123330
PO Box 10170
Orlando, FL 32830-0170

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jun 04, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Rose Williams

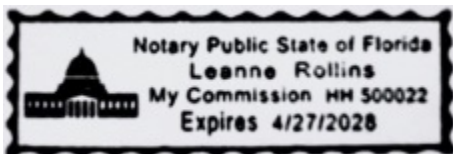
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 5 day of June, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF SPECIAL MEETING & PUBLIC HEARING

YOU WILL PLEASE TAKE NOTICE that on June 12, 2024 at 7:30 p.m., or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in the board room at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida to conduct the business on its published agenda posted at <https://www.oversightdistrict.org/> and to conduct a second reading and public hearing on a proposed development agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S., Inc. pursuant to the Florida Local Government Development Agreement Act (sections 163.3220-3241, Fla. Stat.).

The land subject to the proposed development agreement is a majority of the land located within the jurisdictional boundaries of the Central Florida Tourism Oversight District owned by Walt Disney Parks and Resorts U.S., Inc., encompassing approximately 17,370.17 acres. The development uses, include Hotel/Motel, Office, Retail/Restaurant, Major Theme Park, and Minor Theme Park, with Hotel/Resort densities at a maximum of 53,467 keys, Office Building at a maximum of 1,258,564 square feet; Retail/Restaurant building intensities at a maximum of 1,732,887 square feet; Minor Theme Parks at a maximum of 5; and Major Theme Parks at a maximum of 5.

The maximum height proposed for development on the properties subject to the development agreement shall be the lesser of the requirements of the EPCOT Code and the FAA regulations. A copy of the proposed development agreement can be obtained upon a request to Katherine Luetzow Email: kluetzow@oversightdistrict.org, Phone: 407-840-1246, or it can be inspected in person at Central Florida Tourism Oversight District's offices at 1920 East Buena Vista Drive, Suite A, Lake Buena Vista, Florida 32830.

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed development agreement. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based.

By: Alycia M Mills, District Clerk
Central Florida Tourism Oversight District
6/04/2024 7646179

7646179

Prepared by and return to:
John M. McGowan, Esquire
1375 East Buena Vista Drive
Lake Buena Vista, Florida 32830-8402

**DEVELOPMENT AGREEMENT BETWEEN
THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AND
WALT DISNEY PARKS AND RESORTS U.S. INC.**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of ___ 2024, by and between the Central Florida Tourism Oversight District, an independent special district and political subdivision of the State of Florida (“District”) and Walt Disney Parks and Resorts, U.S., Inc., a Florida Corporation (“Master Developer”).

RECITALS

- A. The property included within the jurisdictional boundaries of the District consists of approximately twenty-four thousand (24,000) acres, a map of which is attached to this Agreement as **Exhibit A** (the “District Jurisdictional Properties”).
- B. Master Developer, either directly or through one or more subsidiary entities, is the fee simple owner of a significant majority – approximately 65% – of all of the District Jurisdictional Properties, a legal description and map of which is attached to this Agreement as **Exhibit B** (the “Master Developer Property”), and Master Developer pays a significant majority of all of the taxes assessed and collected by the District, including taxes assessed for payment of District bond and other debt used for construction of District infrastructure and improvements.
- C. Master Developer has developed portions of the Master Developer Property and plans to continue to develop and expand portions of the Master Developer Property (the Master Developer Property, as further developed and expanded, is hereinafter referred to as the “Project”).
- D. On March 27, 2024, the Parties entered into a Settlement Agreement resolving certain state litigation and claims between them regarding a development agreement entered into on February 8, 2023 (the “Settlement Agreement”), pursuant to the Florida Local Government Development Agreement Act (Sections 163.3220 – 163.3243, Fla. Stat., “Development Agreement Act”).

- E. Pursuant to the Settlement, the District and Master Developer agreed, among other things, to negotiate a new development agreement under the Development Agreement Act.
- F. Master Developer intends to make significant capital investments into the Project over an extended period of years, including up to \$17 billion dollars over the next ten to twenty years.
- G. The District recognizes the Master Developer's commitment to make significant capital investments over an extended period of years will benefit the Central Florida economy through new jobs and additional state and local revenues.
- H. The District recognizes that Master Developer's past and present efforts in developing the Project and Master Developer's support of the District's construction of public infrastructure paid for, in large part, with Master Developer's tax payments to the District, has provided a benefit to the Central Florida community.
- I. In order to secure continued economic development benefits for Central Florida and to deliver on public infrastructure commitments, the District and Master Developer mutually desire to enter into this Agreement to facilitate further development of the Project.
- J. Consequently, this Agreement is intended to specify an orderly process for the approval of a development program and corresponding public infrastructure commitments to support the development of the Project as well as certain economic development terms to benefit the surrounding community as described in **Exhibit C** ("the Economic Development Terms") and the respective obligations of the District and the Master Developer with respect to implementation thereof.
- K. Section 163.3220, F.S. provides legislative intent that a development agreement entered into pursuant to the Development Agreement Act "strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development."
- L. The Parties understand and agree that a development agreement entered into between them pursuant to the Development Agreement Act is appropriate and necessary to best effectuate Master Developer's contemplated development within the District and to memorialize the Parties' respective obligations, rights, benefits, and entitlements.
- M. The Parties acknowledge that the Comprehensive Plan in effect must be updated to account for the Project's development program as set forth in this Agreement.
- N. The District has provided the Master Developer correspondence from the Florida Department of Commerce confirming in writing that the document titled Reedy Creek

Improvement District Comprehensive Plan 2020 is the operative and effective comprehensive plan pursuant to the Settlement Agreement and confirms that on the date of execution of this Agreement it will continue to be the operative and effective comprehensive plan until such time as it is subsequently amended (the “Comprehensive Plan”).

- O. Pursuant to the Development Agreement Act, the District has enacted procedures and requirements to consider and enter into a development agreement with persons having a legal or equitable interest in real property within the District’s jurisdiction (“Enabling Resolution”).
- P. Consistent with the Enabling Resolution, notices of intent to consider this Agreement were published and advertised before each of two public hearings held for consideration of this Agreement and mailed notice was provided to all affected property owners prior to the noticed public hearings.
- Q. The District has determined that entering into this Agreement meets the requirements of Florida Law.

I. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

II. Definitions. Any terms not defined in this Agreement shall have the definition as set forth in the Comprehensive Plan and Land Development Regulations as they exist on the Effective Date.

III. Permitted Development Uses and Intensities.

- A. Development Uses and Intensities. The District acknowledges and agrees that under the Comprehensive Plan and Land Development Regulations the Master Developer Property including the Project:
 - i. Are currently approved for development of the land use types and intensities of use depicted under Table A, Existing Comprehensive Plan Project Development Table, Column A. The land use types and intensities are hereby vested in Master Developer for use by Master Developer on Master Developer’s Property or assignment by Master Developer to others for use on other portions of the District Jurisdictional Properties subject to separate agreements between Master Developer and other assignee parties. Master Developer shall timely provide written notice to the District of such assignments.
 - ii. Are currently developed with the land use types and intensities of use depicted under Table A, Existing Comprehensive Plan Project Development Table, Column B.

- iii. May utilize a conversion matrix solely to convert hotel/motel land use entitlements to up to an additional 225,000 gross square feet of office uses within the District Jurisdictional Properties if Master Developer demonstrates that the conversion would not exceed the contemplated impacts under the Comprehensive Plan.

TABLE A EXISTING COMPREHENSIVE PLAN PROJECT DEVELOPMENT TABLE		
	A	B
Land Use	Comprehensive Plan Approved	Development to Date
Hotel/Motel (keys)	53,467	39,801
Office (gsf)	1,032,000	1,033,564
Retail/Restaurant (gsf)	1,732,887	1,463,222
Major Theme Park (each)	5	4
Minor Theme Park (each)	5	3

B. Building Height. Due to the unique nature of the buildings and attractions that constitute a theme park, building heights are to be controlled and approved by Master Developer in order to protect the immersive nature and aesthetic character of existing and future theme parks and buildings on the District Jurisdictional Properties. Absent specific Master Developer approval, the maximum building heights on the District Jurisdictional Properties are controlled by the EPCOT Building Code and Federal Aviation Administration (FAA) height standards and any waiver or variance from said standards as approved by the FAA.

IV. Provision of Public Services and Facilities. Public facilities defined as major capital improvements, including but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, and health systems and facilities for Master Developer’s Growth Plan shall be funded, designed, constructed or caused to be constructed by the District and may be funded, at the District’s discretion, by any funding mechanism available to the District. The obligations of the District under this Agreement are subject to the ability to secure sufficient financing and the availability of funds lawfully appropriated for its purpose. The public facilities necessary to serve Master Developer’s Growth Plan and the schedule to assure their availability concurrent with the impacts of development are specified in **Exhibit D**, (the “Capital Improvements Schedule”), and Master Developer’s donation commitments towards such public facilities are provided in **Exhibit C**, the Economic Development Terms. The District shall annually

review and update its Capital Improvements Schedule to ensure that all adopted level-of service standards are achieved and maintained.

V. Consistency Finding. Subject to the commitments contained in Section VI.D. below, which the Parties recognize to be a pending ordinance as of the effective date of this Agreement, the District finds that the Project is consistent with the effective Comprehensive Plan and Land Development Regulations.

VI. Immediate Effectiveness. This Agreement and the respective obligations of the District and Master Developer under this Agreement shall become fully effective immediately upon full execution of this Agreement by the parties and recordation of this agreement in the Public Records. Notwithstanding the foregoing, the following shall apply:

- A. Pursuant to the Settlement Agreement, the District shall update its Comprehensive Plan as required by Florida law and to account for the development program commitments in this Agreement (“Updated Comprehensive Plan”). The Parties intend that the Updated Comprehensive Plan will be developed and submitted in such time to become effective in the third quarter of calendar year 2025. As it relates to the Updated Comprehensive Plan “effective” shall mean issuance of a final determination by the Department of Commerce that the Updated Comprehensive Plan is in compliance as defined in Section 163.3184(1)(b).
- B. The District agrees to adopt the Updated Comprehensive Plan on terms and conditions that are consistent with this Agreement, and memorializing, at minimum:
 - i. The development program (types and intensities) reflected in Table B, Updated Comprehensive Plan Project Development Table, Column B.
 - ii. Consistent with Florida law, corresponding updates to the Public Infrastructure thresholds reflected in the Capital Improvements Schedule, Capital Improvements Element and, if necessary, other elements of the Comprehensive Plan committing to construct the public facilities necessary to serve the development program in Table B, Updated Comprehensive Plan Project Development Table, Column B, including, at minimum the updates specified in Exhibit D, hereto.

TABLE B UPDATED COMPREHENSIVE PLAN PROJECT DEVELOPMENT TABLE		
	A	B
Land Use	Comprehensive Plan Approved	Updated Comprehensive Plan Minimum Development
Hotel/Motel (keys)	53,467	53,467
Office (gsf)	1,032,000	1,258,564
Retail/Restaurant (gsf)	1,732,887	1,732,887
Major Theme Park (each)	5	5
Minor Theme Park (each)	5	5

- C. The District agrees to diligently and in good faith cooperate with respect to adopting conforming amendments to the Land Development Regulations that memorialize the development program and public facilities thresholds consistent with the Updated Comprehensive Plan.
- D. By September 30, 2024, the District agrees to amend the Land Development Regulations to implement a conversion matrix allowing approved hotel/motel, office and/or retail/restaurant square footage to be interchanged provided that such action causes no net increase in infrastructure impacts and concurrency is demonstrated.
- E. Master Developer agrees to diligently and in good faith cooperate with the District in updating and amending the Comprehensive Plan, Land Development Regulations, and developing and implementing a conversion matrix.

VII. Laws and Policies Governing Development. Except as otherwise provided hereafter, the laws and policies governing the development of land including land use types and intensities of use approved in the existing Comprehensive Plan are deemed vested until the date the Updated Comprehensive Plan becomes effective. After becoming effective, the laws and policies governing the development of land including land use types and intensities of use adopted by the Updated Comprehensive Plan shall be deemed vested for the remaining duration of this Agreement. Vesting for all other regulations adopted after the effective date of this Agreement will be governed by Section 163.3233, Fla. Stat. In addition, all additional entitlements adopted under the Updated Comprehensive Plan shall be deemed to be automatically vested in Master Developer and, at Master Developer’s election, the District will process an amendment to this Agreement to memorialize the vesting of such additional entitlements in Master Developer.

VIII. Reservation or Dedication of Land for Public Purposes. Pursuant to Section 163.3227(e), F.S., Master Developer agrees to the dedication of land for public purposes as set forth in the Economic Development Terms, and Master Developer makes no other contractual commitment for the dedication of land other than as set forth in the Economic Development Terms.

IX. Local Development Permits Required. Attached at **Exhibit E**, (the “List of Required Local Development Permits”) is a list of additional local development approvals that will be required, from time to time, in order for Master Developer to develop the Master Developer Property.

X. Necessity of Compliance with Local Regulations. The District and the Master Developer agree that the failure of this Agreement to address a particular permit, condition, term or restriction in effect on the Effective Date of this Agreement shall not relieve Master Developer of the necessity of complying with the regulation governing said permitting requirement, condition, term, or restriction.

XI. Effective Date. This Agreement shall take effect upon the date of recordation in the official records of the Orange County Comptroller and the official records of the Osceola County Comptroller consistent with Section 163.3239, Fla. Stat.

XII. Term. This Agreement shall run with the Master Developer Property and be binding on all parties and persons claiming under it for a term of fifteen (15) years from the Effective Date. The term of this Agreement may be extended, and the Agreement may be modified, only by written agreement of the Parties hereto, including the successors or assigns of Master Developer, after duly noticed public hearings, pursuant to Section 163.3225, Fla. Stat. and 163.3229, Fla. Stat. This Agreement may be terminated by mutual consent of the Parties.

XIII. No Lien or Encumbrance. Nothing herein shall be construed as creating a lien or other encumbrance on or with respect to title to the Master Developer Property (or any portion thereof).

XIV. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of each party.

XV. Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to this Agreement.

XVI. Severability. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court (or other

government body) of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

XVII. Modification or Cancellation. Any modification or cancellation of all or any portion of this Agreement requires the express written consent of the District and Master Developer.

XVIII. Exhibits. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIX. Captions for Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XX. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument.

XXI. Assignability. This Agreement may be wholly or partially assigned by Master Developer to one or more third parties.

XXII. No Third Party Consent Required. No one other than the Parties or their successors in interest may seek an amendment to this Agreement and no consent of any other parties shall be required.

XXIII. Effect on Existing Development. Nothing in this Agreement terminates, rescinds, cancels or modifies allowable uses or entitlements vested with any other property owners subject to the jurisdiction of the District.

XXIV. Further Assurances. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. The foregoing shall not limit the District's use of District Property as contemplated in the Comprehensive Plan, including the District's unilateral right to develop District Property as contemplated in Table 2-6 (Future Land Use) of the Comprehensive Plan for Support Facilities, Public Facilities/Roads, Resource Management/Recreation, Conservation, and Water. If either Master Developer or

District is required to defend any claim or cause of action related to any inconsistency between this Agreement and the Comprehensive Plan, both shall work cooperatively in defense of such claim, and each party hereby waives the right to assert a claim against the other party as a result of any third party claim or cause of action.

XXV. Annual Report. Consistent with Section 163.3235, Fla. Stat., the District shall conduct an annual review to determine the status of compliance with the terms of this Agreement. In order to conduct the review, the Master Developer agrees to provide timely information in response to requests made by the District. Based on the Annual Report, Master Developer may elect to amend the Agreement to vest its rights to entitlements reflected in the Updated Comprehensive Plan and the District shall immediately initiate the process to amend the Agreement consistent with Section 163.3225, Fla. Stat.

XXVI. Notices. Any notices or reports required by this Agreement shall be sent to the following:

i. For the District

Central Florida Tourism Oversight District
P.O. Box 690519
Orlando, Florida 32869-0519
Attention: Executive Director

ii. For Master Developer

Walt Disney Parks and Resorts U.S., Inc.
P.O. Box 10000
1375 Buena Vista Drive
4th Floor - North
Lake Buena Vista, Florida 32830-1000
Attention: Chief Counsel. Legal Department

XXVII. Public Hearings. This Agreement was approved by the District after properly noticed public hearings on _____, 2024 and _____ 2024.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

Witnesses:

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

Signature

By: _____
Charbel Barakat, Vice Chairman of the
Board of Supervisors

Print name

Post Office Address

Signature

Print name

Post Office Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of June, 2024 by Charbel Barakat as Vice Chairman of the Board of Supervisors of the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is [] is personally known to me or [] produced _____ as identification.

{SEAL}

Signature of Notary Public

Print Name

My Commission Expires: _____

Witnesses:

**WALT DISNEY PARKS AND RESORTS
U.S., INC.** a Florid corporation

Signature

By: _____

Print Name

Print Name: _____

Post Office Address

Title: _____

Signature

Print name

Post Office Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of June, 2024 by _____ as _____ of WALT DISNEY PARKS AND RESORTS U.S., INC. a Florida corporation, on behalf thereof, who is [] is personally known to me or [] produced _____ as identification.

{SEAL}

Signature of Notary Public

Print Name

My Commission Expires: _____

List of Exhibits

Exhibit A – District Jurisdictional Properties Map

Exhibit B – Master Developer Property Legal Description and Map

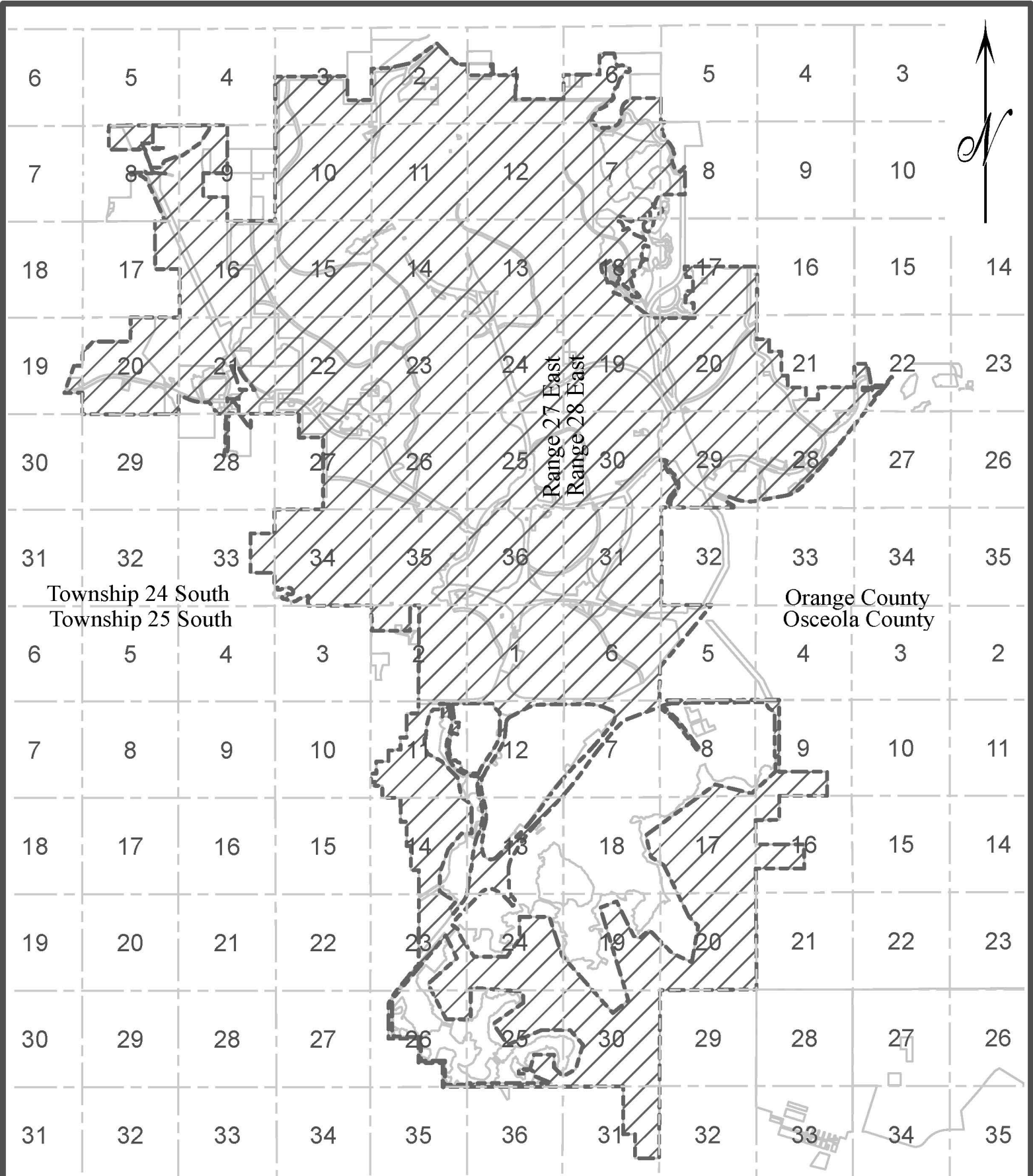
Exhibit C – Economic Development Terms

Exhibit D – Capital Improvements Schedule

Exhibit E – List of Required Local Development Permits

EXHIBIT A

District Jurisdictional Properties Map



Project Area: RESORT OVERALL	Date: MAY 28, 2024
Unit Name CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	Scale: As shown
Sheet Title GRAPHIC DEPICTION	Drawn By: JLG
Comments:	File Name:

EXHIBIT B

Master Developer

Property Legal

Description and Map

DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN ORANGE COUNTY, FLORIDA

A parcel of land lying in Sections 1 through 3, 8 through 17, 19 through 28, 33 through 36 Township 24 South, Range 27 East, and Sections 6 through 8, 17 through 22, 27 through 31, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 24 South, Range 28 East run N 00°00'22" E, 1327.43 feet along the West line of Section 6 to the Northwest corner of the Southwest 1/4 of said Section 6; thence N 89°27'45" E, 1997.50 feet along the North line of the South half of Section 6, to the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6, thence N 00°20'35" W, 1154.75 feet along the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°38'50" E, 663.64 feet along a line that is 165.00 feet South of and parallel to the North line of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°11'34" E, 148.62 feet +/- along a line parallel to and 165.00 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of Section 6 to a point on the Westerly shore line of Lake Mable; thence meander the shore line of Lake Mable in a Southerly direction, to a point on the South line of Section 6 and the North line of Section 7, Township 24 South, Range 28 East, said point being S 16°20'10" W, 3981.97 feet more or less from the previously described point, and also lying N 89°31'17" E, 1683.05 feet from the Southwest corner of Section 6; thence continue along the shore line of Lake Mable in a Southeasterly and Northeasterly direction across the North 1/4 of Section 7, to the North line of Section 7 and the South line of Section 6, Township 24 South, Range 28 East, said point being N 89°31'17" E, along the North section line of Section 7, 1381.64 feet from the previously described point and lying S 89°31'17" W, 2304.35 feet from the Northeast corner of Section 7; thence continue to meander the shore line of Lake Mable in a Northeasterly direction across the Southeast 1/4 of Section 6, Township 24 South, Range 28 East to a point on said shoreline which is intersected by the North line of the South half of the Southeast 1/4 of Section 6, said point being N 25°14'10" E, 1475.82 feet from the previously described point; thence N 89°29'30" E, along said North line of the South half of the Southeast 1/4 of Section 6, 1679.89 feet to the East section line thereof; thence S 00°12'20" W, 1330.62 feet along the East line of Section 6 to the Southeast corner of Section 6 and the Northwest corner of Section 8, Township 24 South, Range 28 East; thence N 89°21'03" E along the North line of Section 8, 191.58 feet more or less to a point on the West shore line of South Lake; thence meander the shore line of South Lake in a Southwesterly, Southeasterly and Northeasterly direction to a point where the shore line of South Lake intersects the East line of the West half of the West half of Section 8; said point being S 25°17'13" E, 2679.01 feet more or less from the previously described point; thence S 00°13'59" W, 221.07 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 00°06'21" E along the East line of the West half of the Southwest 1/4 of Section 8, 1334.85 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 88°48'04" W, 1111.09 feet to a point of curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 81°15'08"; thence run Southwesterly along the arc of said curve, 772.99 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'50"; thence run Westerly along the arc of said curve, 179.74 feet; thence S 43°40'59" E, 16.92 feet; thence S 34°38'41" E, 8.13 feet; thence S 25°16'40" E, 86.79 feet; thence S 28°57'56" E, 106.03 feet; thence S 58°01'53" E, 87.73 feet; thence N 85°59'29" E, 134.58 feet to a point of curvature of a curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; thence run Easterly along the arc of said curve, 174.31 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; thence run Southeasterly along the arc of said curve, 12.13 feet; to a point of compound curvature of a curve concave

Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; thence run Southerly along the arc of said curve, 122.87 feet; to a point of compound curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; thence run Southerly along the arc of said curve, 22.49 feet; thence S 43°56'36" W, 91.06 feet; thence S 64°40'37" W, 105.25 feet; thence S 40°45'32" W, 117.42 feet; thence S 13°26'04" W, 97.39 feet; thence S 42°14'20" W, 133.97 feet; thence S 68°59'11" W, 89.71 feet; thence S 28°50'44" W, 77.77 feet; thence S 14°52'47" W, 88.32 feet; thence S 01°59'29" E, 106.28 feet; thence S 24°42'46" W, 241.59 feet; thence S 36°55'50" W, 126.64 feet; thence S 24°03'44" W, 71.01 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; thence run Southwesterly along the arc of said curve, 17.86 feet; thence S 64°59'30" W, 91.68 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; thence run Westerly along the arc of said curve, 20.29 feet; thence N 68°30'58" W, 131.37 feet; thence N 34°57'28" W, 145.43 feet; thence N 10°44'04" W, 144.09 feet; thence N 10°34'18" E, 129.55 feet; thence N 44°03'35" E, 129.67 feet; thence N 86°35'32" E, 100.03 feet; thence N 62°48'18" E, 100.08 feet; thence N 58°16'14" E, 95.99 feet; thence N 15°01'47" E, 86.03 feet; thence N 14°30'32" W, 104.94 feet; thence N 03°06'23" W, 111.09 feet; thence N 07°32'42" E, 68.01 feet; thence N 15°14'13" W, 80.67 feet; thence N 87°12'48" W, 40.11 feet; thence S 77°42'57" W, 84.88 feet; thence S 74°44'47" W, 66.79 feet; thence S 35°20'27" W, 90.33 feet; thence S 22°58'13" W, 87.94 feet; thence S 20°05'22" W, 168.18 feet; thence S 65°39'23" W, 108.46 feet; thence N 79°02'16" W, 146.86 feet; thence S 44°41'24" W, 85.24 feet; thence S 66°58'59" W, 80.82 feet; thence N 89°03'00" W, 96.88 feet; thence S 84°18'13" W, 51.79 feet; thence S 77°56'53" W, 116.91 feet; thence S 70°14'00" W, 84.26 feet; thence N 63°52'48" W, 163.26 feet; thence N 71°49'57" W, 91.32 feet; thence N 56°38'48" W, 106.72 feet; thence N 37°38'37" W, 96.72 feet; thence N 69°48'38" W, 85.22 feet; thence N 85°15'14" W, 95.72 feet; thence N 76°56'11" W, 104.56 feet; thence S 28°55'14" W, 152.44 feet; thence S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; thence run Southerly along the arc of said curve, 39.41 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; thence run Southeasterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; thence run Southeasterly along the arc of said curve, 242.26 feet; thence S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; thence run Southerly along the arc of said curve, 130.21 feet; thence S 31°37'50" W, 165.37 feet; thence S 51°01'41" E, 83.54 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve, 350.89 feet; thence S 35°59'30" E, 246.14 feet; thence S 55°37'13" E, 316.45 feet; thence S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; thence from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; thence run Easterly along the arc of said curve, 34.50 feet; thence S 03°57'40" W, 60.74 feet to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; thence from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; thence run Easterly along the arc of said curve, 60.05 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; thence from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet; to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; thence run Southerly along the arc of said curve, 105.09 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; thence run Southerly along the arc of said curve,

142.06 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; thence run Southeasterly along the arc of said curve, 125.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; thence run Southeasterly along the arc of said curve, 37.82 feet; thence N 82°18'14" W, 71.09 feet; thence N 51°44'44" W, 65.78 feet; thence N 80°24'25" W, 90.39 feet; thence S 48°32'46" W, 80.93 feet; thence S 22°55'38" W, 113.12 feet; thence S 27°19'16" E, 55.45 feet; thence S 18°40'56" W, 159.75 feet; thence S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 59°02'33"; thence run Southerly along the arc of said curve, 230.47 feet; to a point on the Northerly and Easterly boundary of Tract R, Golden Oak Phase 1B according to the Plat thereof recorded in Plat Book 75, Pages 3 through 15 of the Public Records of Orange County, a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 64°33'48"; thence from a tangent bearing of S 49°58'05" E run Easterly along the arc of said curve, 28.17 feet; thence N 65°28'07" E, 122.36 feet; thence N 76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 25°14'16"; thence run Northeasterly along the arc of said curve, 11.01 feet; thence S 78°11'38" E, 85.68 feet to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 07°58'42"; thence from a tangent bearing of S 11°48'22" W run Southerly along the arc of said curve, 140.64 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence from a tangent bearing of N 03°49'41" E run Northwesterly along the arc of said curve, 38.06 feet; thence N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; thence run Westerly along the arc of said curve, 112.54 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; thence run Westerly along the arc of said curve, 111.85 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; thence from a tangent bearing of N 64°15'37" W run Northwesterly along the arc of said curve, 60.74 feet; thence S 24°23'32" E, 34.06 feet; thence S 18°04'39" E, 78.70 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; thence from a tangent bearing of S 17°50'29" E run Southwesterly along the arc of said curve, 50.48 feet; thence N 82°09'40" W, 26.47 feet; thence S 26°43'01" W, 107.99 feet; thence S 13°53'13" W, 84.71 feet; thence S 20°06'37" W, 86.21 feet; thence S 22°42'17" W, 90.27 feet; thence S 48°33'38" W, 93.96 feet; thence S 51°48'05" W, 58.47 feet; thence S 70°41'52" W, 98.39 feet; thence S 75°48'30" W, 82.70 feet; thence N 82°22'12" W, 18.57 feet; thence S 59°48'12" W, 61.99 feet; thence S 23°48'42" W, 31.41 feet; thence S 21°34'58" E, 112.96 feet; thence S 25°04'56" E, 80.36 feet; thence S 06°58'19" E, 51.79 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; thence run Southerly along the arc of said curve, 23.69 feet; thence S 47°18'54" W, 37.10 feet; thence S 03°48'45" E, 24.29 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; thence run Southwesterly along the arc of said curve, 34.59 feet; thence S 75°28'07" W, 70.19 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; thence run Westerly along the arc of said curve, 18.01 feet; thence N 63°15'30" W, 63.09 feet to a point on the Easterly right-of-way of CFTOD Canal L-105 as described in Official Records Book 1896, Page 232 of the Public Records of Orange County Florida, and a non-tangent curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; thence from a tangent bearing of S 03°51'20" E run Southerly along the arc of said curve and right-of-way, 976.05 feet; thence continue along said right-of-way S 41°00'06" E, 193.39 feet; thence S 48°59'54" W, 100.00 feet to a point on the westerly right-of-way of said Canal; thence departing said Canal run, N 87°15'41" W, 130.57 feet; thence N 63°21'34" W, 33.90 feet; thence N 81°08'52" W, 154.09 feet; thence N 39°33'00" W, 38.53 feet; thence N 28°54'14" W, 86.79 feet; thence N 28°30'43" W, 101.63 feet; thence N 32°36'46" W, 77.00 feet; thence N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave

Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; thence run Northerly along the arc of said curve, 16.25 feet; thence N 02°15'56" W, 56.50 feet; thence N 39°36'59" W, 135.27 feet; thence N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; thence run Northwesterly along the arc of said curve, 20.37 feet; thence N 38°23'30" W, 64.62 feet; thence N 64°16'04" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; thence run Northwesterly along the arc of said curve, 25.59 feet; thence N 05°37'20" W, 20.54 feet; thence N 44°31'28" W, 62.56 feet; thence S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; thence run Southwesterly along the arc of said curve, 36.99 feet; thence N 71°30'56" W, 65.59 feet; thence N 67°45'46" W, 71.42 feet; thence N 47°09'12" W, 129.61 feet; thence N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; thence run Northerly along the arc of said curve, 25.43 feet; thence N 30°07'52" E, 66.18 feet; thence N 41°27'39" E, 82.62 feet; thence N 28°03'16" E, 61.53 feet; thence N 21°03'09" W, 47.93 feet; thence N 17°13'11" W, 99.26 feet; thence N 00°32'57" E, 48.45 feet; thence N 12°21'10" E, 151.79 feet; thence N 23°46'35" E, 109.94 feet; thence N 39°26'51" E, 91.52 feet; thence N 17°00'45" E, 45.16 feet; thence N 34°56'26" W, 27.03 feet; thence N 26°29'23" W, 104.81 feet; thence S 48°40'54" W, 30.14 feet to a point on a non-tangent curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence from a tangent bearing of N 28°56'03" W run Westerly along the arc of said curve, 10.75 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Southwesterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; thence run Southerly along the arc of said curve, 5.13 feet; thence S 38°34'51" E, 13.88 feet; thence S 51°58'30" W, 145.54 feet; thence N 37°57'09" W, 16.70 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of N 48°06'54" W run Northwesterly along the arc of said curve, 383.82 feet; thence N 37°56'18" W, 17.87 feet; thence N 30°54'21" W, 193.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence from a tangent bearing of S 63°58'49" W run Southwesterly along the arc of said curve, 118.23 feet; thence S 55°05'55" W, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Southwesterly along the arc of said curve, 54.08 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Southwesterly along the arc of said curve, 100.82 feet; thence S 72°04'54" W, 26.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence run Southwesterly along the arc of said curve, 60.44 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence from a tangent bearing of S 75°27'00" W run Northwesterly along the arc of said curve, 96.41 feet; thence N 00°06'31" W, 54.31 feet; thence N 74°49'42" W, 43.41 feet; thence S 44°47'41" W, 145.43 feet; thence S 45°05'06" E, 18.68 feet; thence S 03°14'02" W, 84.66 feet; thence S 05°12'38" E, 58.35 feet to a point of curvature of a curve concave Easterly having a radius of 1125.00 feet, and a central angle of 27°57'29"; thence run Southerly along the arc of said curve, 548.95 feet; thence S 33°10'07" E, 163.59 feet to a point of curvature of a curve concave Westerly having a radius of 492.00 feet, and a central angle of 26°59'13"; thence run Southerly along the arc of said curve, 231.74 feet; thence N 86°26'26" E, 126.87 feet; thence N 76°15'46" E, 63.89 feet; thence S 64°36'17" E, 118.17 feet; thence S 52°36'40" E, 63.05 feet; thence S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Southeasterly along the arc of said curve, 15.37 feet; thence S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; thence run Southerly along the arc of said curve, 20.21 feet;

thence S 36°16'00" W, 28.53 feet; thence S 20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; thence S 55°12'27" W, 19.76 feet; thence S 18°42'59" W, 22.23 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; thence from a tangent bearing of S 75°17'36" E run Southeasterly along the arc of said curve, 736.00 feet; thence S 53°11'44" E, 1498.58 feet to a point of curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; thence run Southeasterly along the arc of said curve, 240.40 feet; to a point of compound curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; thence run Easterly along the arc of said curve, 118.53 feet; thence S 80°54'32" E, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; thence run Easterly along the arc of said curve, 141.09 feet; thence S 88°11'54" E, 77.05 feet; thence S 89°29'03" E, 140.11 feet; thence S 89°29'03" E, 433.68 feet; thence N 89°58'59" E, 1465.17 feet; thence N 00°00'00" E, 131.18 feet; thence N 45°00'00" W, 71.68 feet; thence N 00°00'00" E, 633.08 feet; thence N 89°59'00" W, 445.76 feet; thence N 00°27'46" E, 673.19 feet; thence S 89°58'17" E, 398.81 feet; thence N 00°00'00" E, 753.74 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve, 167.84 feet; thence N 00°16'47" E, 0.50 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 17 Township 24 South Range 28 East; thence S 89°56'53" E, 3992.90 feet along the North line of the South half of Section 17, to the East 1/4 corner of Section 17; thence S 00°24'52" W, 2682.68 feet along the East section line of Section 17 to the Southeast corner of Section 17 and the Northeast corner of Section 20, Township 24 South, Range 28 East; thence S 00°01'36" E, 1333.66 feet along the East section line of Section 20 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20 and the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 24 South, Range 28 East; thence N 89°57'37" E, 670.11 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°08'32" E, 668.06 feet to the Southwest corner thereof; thence S 89°55'30" E, 671.45 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°15'27" E, 669.41 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21; thence S 00°44'42" E, 656.38 feet to the Northwest corner of Lot 85, Munger and Company Subdivision of Section 21, according to the Plat recorded in Plat Book E Page 22 of the Public Records of Orange County Florida; thence S 89°51'01" E, 335.66 feet to the Northeast corner of said Lot 85; thence S 00°40'49" E, 656.31 feet to the Southeast corner of Lot 85; thence S 89°53'15" E, 1004.75 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner thereof; thence S 00°29'10" E, 655.63 feet along the West line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southwest corner thereof; thence N 89°20'56" E, 666.99 feet along the South line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southeast corner thereof; thence N 00°21'22" W, 652.39 feet along the West line of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Northwest corner thereof; thence N 89°37'38" E, 2005.42 feet along the North line of the South half of the Southeast 1/4 of Section 21 to the Northeast corner thereof, said point also being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 24 South, Range 28 East; thence N 00°02'32" E, 1285.39 feet along the West line of Section 22 to the West 1/4 corner of Section 22; thence N 89°50'49" E, 714.94 feet along the North line of the South half of Section 22 to the Easterly right of way line of State Road 535 as shown in map section 75280-2465 and

dated 2/22/1993; thence S 10°07'11" E, 1214.10 feet run along said right-of-way; thence run along a deed described in document number 20190036003 in the Public Records of Orange County Florida the following four courses; N 89°37'24" E, 749.86 feet; N 38°29'47" E, 22.59 feet; N 38°29'47" E, 576.34 feet; thence S 51°31'36" E, 50.00 feet to a point on the Westerly right-of-way of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993; thence run along said right-of-way, S 38°29'47" W, 6175.37 feet to a point on the Westerly right-of-way line of State Road 536 as shown in map section 75000-2520 and dated 3/05/1998; thence departing State Road 400 run along State Road 536 the following courses; S 43°35'47" W, 1571.44 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1809.88 feet, and a central angle of 37°23'38"; thence from a tangent bearing of S 42°29'48" W run Southwesterly along the arc of said curve, 1185.59 feet; thence S 79°52'51" W, 1492.49 feet to a point on the West line of Section 28, and on the East line of Section 29, Township 24 South, Range 28 East, said point lying N 00°00'07" W, 387.61 feet from the Southwest corner of Section 28; thence S 79°52'53" W, 95.47 feet to a point of curvature of a curve concave Northerly having a radius of 2191.83 feet and a central angle of 32°28'09"; thence run Westerly along the arc of said curve, 1242.10 feet; thence N 69°59'50" W, 311.61 feet; thence run S 23°29'47" W, 304.91 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 11402.16 feet and a central angle of 00°29'43"; thence from a tangent bearing of S 65°33'17" E, run Southeasterly along the arc of said curve, 98.56 feet; thence S 58°56'26" E, 509.41 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 900.00 feet and a central angle of 02°31'40"; thence run Southeasterly along the arc of said curve 39.70 feet to a point on the South line the Southeast 1/4 of Section 29, said point lying N 89°50'43" W, 1167.48 feet from the Southeast corner of Section 29; thence leaving said right-of-way, run N 89°50'43" W along the South line of the Southeast 1/4 of Section 29, 1496.10 feet, to the South Quarter corner thereof; thence N 89°50'42" W, 2152.59 feet along the South line of the Southwest 1/4 of Section 29 to a point on the right-of-way of Chelonia Parkway as shown on the Plat of Bonnet Creek Resort recorded in Plat Book 56, Page 41 of the Public Records of Orange County Florida; thence run along said right-of-way the following courses; due North 163.29 feet to the point of curvature of a curve concave Southeasterly, having a radius of 675.00 feet and a central angle of 45°40'47"; thence run Northeasterly along the arc of said curve 538.15 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 825.00 feet and a central angle of 98°34'08"; thence run Northeasterly and Northwesterly along the arc of said curve 1419.29 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 500.84 feet and a central angle of 22°53'21"; thence run Northwesterly and Northerly along the arc of said curve 200.08 feet; thence N 30°00'00" W, 326.45 feet to a point on a Deed recorded in Official Records Book 5208, Page 3884 of the Public Records of Orange County Florida; thence departing said Plat run along said Deed, N 30°00'00" W, 245.14 feet, to a point on a Deed described in document number 202000359979 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 74°50'28" E, 100.11 feet; N 87°20'49" W, 74.69 feet; N 27°09'24" W, 47.56 feet; S 63°22'25" W, 20.69 feet, to a point on a Deed described in document number 202000360380 of the Public Records of Orange County Florida; thence run along said Deed the following courses; S 00°00'00" E, 20.42 feet; N 90°00'00" W, 30.04 feet to a point on a non-tangent curve concave Easterly having a radius of 48.00 feet, and a central angle of 47°40'00"; from a tangent bearing of N 29°07'51" W run Northerly along the arc of said curve, 39.93 feet; S 79°56'22" W, 74.35 feet; N 30°03'16" W, 21.84 feet; S 59°56'44" W, 12.14 feet; S 30°03'16" E, 17.42 feet; S 79°56'22" W, 34.35 feet; N 69°28'35" W, 49.22 feet; S 74°41'50" W, 40.22 feet; thence departing said Deed run along aforesaid Deed recorded in Official Records Book 5208, Page 3884 the following five courses; S 57°06'40" E, 133.74 feet; S 57°06'40" E, 167.71 feet; S 30°00'00" E, 180.00 feet; S 06°15'02" E, 54.63 feet; S 30°00'00" E, 408.17 feet to a point of curvature of a curve concave Northeasterly, having a radius of 650.84 feet and a central angle of 22°53'21"; run Southeasterly along the arc of said curve 260.00 feet to a point on aforesaid Plat; and a point of reverse curvature of a curve concave Westerly, having a radius of 675.00 feet and a central angle of 98°34'08"; thence run

Southeasterly and Southwesterly along the arc of said curve and Plat, 1161.24 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 825.00 feet and a central angle of 45°40'47"; thence run Southwesterly along the arc of said curve and Plat, 657.74 feet; thence run along and Plat due South, 162.89 feet to the South line of the Southwest 1/4 of Section 29; thence departing said Plat and the right-of-way line of Chelonia Parkway run N 89°50'42" W along the South line of the Southwest 1/4 of Section 29, 360.99 feet to the Southwest corner of Section 29 and the Northeast corner of Section 31, Township 24 South, Range 28 East; thence S 00°40'50" E, 2749.41 feet along the East line of the Northeast 1/4 of Section 31 to the Southeast corner thereof; thence S 00°27'13" W, 2643.90 feet along the East line of the Southeast 1/4 of Section 31 to the Southeast corner of Section 31; thence N 89°36'01" W, 2646.94 feet along the South line of the Southeast 1/4 of Section 31 to the Southwest corner thereof; thence N 89°56'54" W, 2748.82 feet along the South line of the Southwest 1/4 of Section 31 to the Southwest corner thereof and the Southeast corner of Section 36, Township 24 South Range 27 East; thence S 89°50'04" W, 2658.48 feet along the South line of the Southeast 1/4 of Section 36 to the Southwest corner thereof; thence S 89°46'36" W, 2656.21 feet along the South line of the Southwest 1/4 of Section 36 to the Southwest corner thereof and the Southeast corner of Section 35, Township 24 South Range 27 East; thence S 89°48'35" W, 2652.59 feet along the South line of the Southeast 1/4 of Section 35 to the Southwest corner thereof; thence S 89°44'07" W, 2661.05 feet along the South line of the Southwest 1/4 of Section 35 to the Southwest corner of said Section and the Southeast corner of Section 34, Township 24 South Range 27 East; thence S 89°46'46" W, 3438.73 feet along the South line of Section 34 to a point on the boundary of Black Lake Village according to the Plat thereof recorded in Plat Book 75, Page 149 of the Public Records of Orange County Florida; thence leaving the South line of Section 34, run along the Easterly and Northerly boundary of said Plat following courses; N 00°13'59" W, 29.01 feet; N 14°42'28" W, 114.62 feet; N 06°53'49" W, 123.97 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 16°36'26"; run Northerly along the arc of said curve, 7.25 feet; N 09°42'37" E, 104.21 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 51°24'11"; run Northeasterly along the arc of said curve, 22.43 feet; N 61°06'48" E, 53.88 feet; N 71°34'02" E, 17.56 feet; N 18°25'51" W, 18.21 feet to a point on a non-tangent curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 106°48'50"; from a tangent bearing of N 80°45'36" W run Northwesterly along the arc of said curve, 93.21 feet; N 31°47'40" W, 44.69 feet to a point on a non-tangent curve concave Northwesterly having a radius of 436.00 feet, and a central angle of 15°56'47"; from a tangent bearing of S 58°12'21" W run Southwesterly along the arc of said curve, 121.35 feet; S 74°09'08" W, 308.68 feet to a point of curvature of a curve concave Southeasterly having a radius of 514.00 feet, and a central angle of 20°05'00"; run Southwesterly along the arc of said curve, 180.17 feet; S 54°04'10" W, 67.69 feet to a point of curvature of a curve concave Northerly having a radius of 315.00 feet, and a central angle of 35°55'53"; run Westerly along the arc of said curve, 197.54 feet; N 89°59'58" W, 83.84 feet to a point of curvature of a curve concave Northerly having a radius of 381.00 feet, and a central angle of 34°07'58"; run Westerly along the arc of said curve, 226.97 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 384.88 feet, and a central angle of 34°00'28"; run Westerly along the arc of said curve, 228.44 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 185.00 feet, and a central angle of 35°39'45"; run Westerly along the arc of said curve, 115.15 feet; to a point of compound curvature of a curve concave Easterly having a radius of 47.00 feet, and a central angle of 130°32'06"; run Northerly along the arc of said curve, 107.08 feet; N 76°19'21" E, 28.14 feet; S 89°22'47" E, 9.24 feet; N 75°08'23" E, 42.15 feet; N 66°44'45" E, 45.92 feet; N 58°10'56" E, 7.13 feet; N 40°00'00" E, 8.68 feet; N 28°21'12" E, 21.50 feet; N 19°11'06" E, 7.97 feet; N 05°44'49" E, 22.07 feet; N 09°37'03" E, 18.85 feet; N 28°18'59" E, 25.32 feet; N 39°33'24" E, 18.56 feet; N 51°48'12" E, 17.01 feet; N 53°20'03" E, 12.93 feet; N 67°23'56" E, 18.89 feet; N 61°31'34" E, 16.11 feet; N 85°31'20" E, 16.65 feet; S 84°27'04" E, 14.79 feet; S 66°07'30" E, 25.25 feet; S 70°01'08" E, 21.22 feet; S 76°11'40" E, 28.29 feet; S 81°04'45" E, 15.99 feet; S 63°15'14" E, 32.58 feet; S

71°35'23" E, 7.28 feet; S 83°45'15" E, 20.77 feet; N 86°06'18" E, 21.64 feet; S 75°49'09" E, 17.31 feet; S 87°55'16" E, 10.48 feet; N 72°43'50" E, 26.75 feet; N 60°42'21" E, 36.44 feet; N 77°16'53" E, 19.62 feet; N 68°37'24" E, 7.52 feet; N 57°06'15" E, 21.62 feet; N 48°30'29" E, 7.40 feet; N 29°59'26" E, 8.68 feet; N 13°42'55" E, 39.82 feet; N 10°06'24" E, 32.03 feet; N 01°43'31" W, 29.22 feet; N 05°37'39" W, 26.82 feet; N 12°01'53" W, 42.36 feet; N 21°06'43" W, 7.72 feet; N 36°50'10" W, 37.65 feet; N 47°37'33" W, 25.00 feet; N 56°19'26" W, 44.83 feet; N 49°30'53" W, 55.06 feet; N 59°47'57" W, 8.89 feet; N 72°21'36" W, 36.00 feet; N 82°08'10" W, 65.71 feet; S 89°42'01" W, 51.60 feet; N 80°08'53" W, 56.11 feet; N 89°26'00" W, 8.09 feet; S 81°14'14" W, 46.34 feet; S 78°42'25" W, 40.49 feet; S 77°43'02" W, 63.74 feet; S 79°09'43" W, 47.65 feet; S 72°48'44" W, 44.03 feet; S 63°14'34" W, 42.60 feet; S 57°48'39" W, 28.70 feet; S 64°21'00" W, 20.44 feet; S 67°06'48" W, 29.21 feet; S 83°28'20" W, 29.99 feet; S 83°04'31" W, 27.06 feet; S 84°19'19" W, 42.81 feet to a point of curvature of a curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 83°36'01"; run Northwesterly along the arc of said curve, 72.95 feet; to a point of compound curvature of a curve concave Easterly having a radius of 188.00 feet, and a central angle of 27°45'45"; run Northerly along the arc of said curve, 91.10 feet; S 89°52'10" W, 174.16 feet; thence departing said Plat run along the West line of the Southwest 1/4 of Section 34, N 00°00'19" E, 313.89 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34 and the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 27 East; thence continue N 00°00'19" E 498.35 feet to the Southeast corner of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33; thence run along the South line of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33, N 89°47'57" W, 1326.58 feet to the Southwest corner thereof; thence run along the West line of the North 5/8 of the Northeast 1/4, of the Southeast 1/4 of Section 33, N 00°00'31" E, 835.26 feet to the Northwest corner thereof; thence run along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 33, N 00°00'25" E, 1321.43 feet to the Northwest corner thereof; thence run along the North line of the Southeast 1/4 of the Northeast 1/4 of Section 33, S 89°55'44" E, 1326.40 feet; to the Northeast corner thereof; thence run along the West line of the Northwest 1/4 of Section 34 Township 24 South Range 27 East, N 00°00'06" E, 1329.09 feet to the Northwest corner thereof; thence N 89°53'53" E, 2679.47 feet along the North line of the Northwest 1/4 of Section 34 to the Northeast corner thereof and the Southwest corner of the Southeast 1/4 of Section 27, Township 24 South, Range 27 East; thence N 00°01'11" W, 3964.69 feet along the West line of the East 1/2 of Section 27 to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 27; thence S 89°37'54" W, 1332.15 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Southwest corner thereof; thence N 00°08'12" E, 1330.97 feet along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Northwest corner thereof; thence S 89°46'29" W, 1328.51 feet along the North line of the Northwest 1/4 of Section 27 to the Northwest corner of Section 27 and the Northeast corner of Section 28, Township 24 South, Range 27 East; thence S 89°48'06" W, 1331.20 feet along the North line of the Northeast 1/4 of the Northeast 1/4 of Section 28, to the Northeast corner of the West 1/2 of the Northeast 1/4 of Section 28; thence S 00°12'18" W, 882.69 feet along the East line of the West 1/2 and the Northeast 1/4 of Section 28, Township 24 South, Range 27 East to a point on the Westerly right of way line of State Road 429 as described in Official Records Book 7070, Page 2553 and Book 7106, Page 2802 of the Public Records of Orange County Florida also being a point on Flamingo Crossings East according to the Plat thereof and recorded in Plat Book 97, Page 95 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Southwesterly having a radius of 2204.09 feet, and a central angle of 07°27'37"; thence from a tangent bearing of N 29°38'58" W run Northwesterly along the arc of said curve, right of way line and Plat, 286.99 feet; thence continue along said right of way line and Plat the following two courses; N 37°06'36" W, 690.17 feet to a point on a non-tangent curve concave Northeasterly having a radius of 808.57 feet, and a central angle of 09°35'40"; from a tangent bearing of N 38°37'50" W run Northwesterly along the arc of said curve, 135.40 feet; thence departing said right of way line continue along said Plat; N 88°48'31" W, 555.60 feet to a point on the right of way line of Hartzog

Road as described in Official Records Book 9782, page 7172, Book 10170, Page 4303, Book 10173, page 8868 and Book 10815, Page 4619 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 02°00'23"; from a tangent bearing of S 05°42'00" E run Southerly along the arc of said curve, Plat and right of way line, 35.37 feet; thence run along said Plat and right of way line the following courses; S 00°27'57" W, 105.56 feet to a point of curvature of a curve concave Westerly having a radius of 899.35 feet, and a central angle of 05°39'43"; run Southerly along the arc of said curve, 88.87 feet; S 06°07'41" W, 311.81 feet to a point of curvature of a curve concave Easterly having a radius of 2004.50 feet, and a central angle of 06°19'57"; run Southerly along the arc of said curve, 221.54 feet; S 00°12'16" E, 702.26 feet; S 23°02'00" E, 19.33 feet; S 00°12'16" E, 198.27 feet; S 14°29'10" W, 29.80 feet to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 07°53'08"; from a tangent bearing of S 00°12'49" W run Southerly along the arc of said curve, 297.62 feet; S 08°05'57" W, 46.90 feet; N 81°54'04" W, 10.00 feet; S 08°05'57" W, 154.78 feet; S 81°54'04" E, 5.50 feet to a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'25"; from a tangent bearing of S 08°05'57" W run Southerly along the arc of said curve, 143.70 feet; S 00°07'03" W, 13.59 feet; thence departing said Plat continue along said right of way line, the following courses; N 89°54'54" W, 160.89 feet to a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°07'39"; from a tangent bearing of N 18°13'36" E run Northerly along the arc of said curve, 181.18 feet; S 81°54'03" E, 5.50 feet; N 08°05'57" E, 201.68 feet to a point of curvature of a curve concave Westerly having a radius of 2013.49 feet, and a central angle of 08°18'12"; run Northerly along the arc of said curve, 291.80 feet; N 00°12'16" W, 931.40 feet to a point of curvature of a curve concave Easterly having a radius of 2153.50 feet, and a central angle of 06°19'57"; run Northerly along the arc of said curve, 238.01 feet; N 06°07'41" E, 291.80 feet; N 00°07'03" E, 196.68 feet to a point on the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence departing said right of way line, S 89°49'36" W, 453.70 feet along the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East to a point on Flamingo Crossings West according to the Plat thereof and recorded in Plat Book 100, Page 37 of the Public Records of Orange County Florida; thence run along said Plat the following three courses; N 40°17'32" W, 323.52 feet; N 32°21'38" W, 271.63 feet; N 34°30'31" W, 120.76 feet; thence N 46°26'37" W, 108.80 feet along said Plat and its Northwesterly extension; thence S 89°49'14" W, 28.71 feet to a point of curvature of a curve concave Southerly having a radius of 934.00 feet, and a central angle of 01°05'30"; thence run Westerly along the arc of said curve, 17.79 feet; thence S 00°10'31" E, 11.26 feet; thence S 89°49'29" W, 28.35 feet; thence S 04°02'58" E, 4.66 feet; thence S 86°05'06" W, 22.85 feet; thence N 03°54'54" W, 6.14 feet; thence S 89°49'29" W, 173.97 feet to a point of curvature of a curve concave Northerly having a radius of 2158.53 feet, and a central angle of 24°05'38"; thence run Westerly along the arc of said curve, 907.70 feet; thence N 66°04'53" W, 548.81 feet to a point on the West line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence run along said line, S 00°35'44" W, 1052.90 feet to the Southwest corner thereof; thence entering Section 20, Township 24 South, Range 27 East run S 89°18'37" W, 2676.09 feet along the South line of the Southeast 1/4 of said Section 20, to the Southwest corner thereof; thence N 89°32'00" W, 2636.90 feet run along the South line of the Southwest 1/4 of said Section 20, to the Southwest corner thereof; thence N 00°12'29" E, 1187.50 feet along the West line of the Southwest 1/4 of said Section 20; thence entering Section 19, Township 24 South, Range 27 East run, S 89°00'18" W, 988.08 feet along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 312, Deed Book 402, Page 353 and Deed Book 357 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 19°17'43" E, 1348.72 feet to a point on a non-tangent curve concave Easterly having a radius of 2832.01 feet, and a central angle of 04°49'44"; from a tangent bearing of N 19°16'05" E run Northerly along the arc of said curve, 238.69 feet to a point on the North line of the Northeast 1/4 of the Northeast 1/4 of the

Southeast 1/4 of said Section 19; thence N 88°44'55" E, 459.61 feet along said line to the Northeast corner of the Southeast 1/4 of said Section 19; thence entering Section 20, Township 24 South, Range 27 East run N 00°13'41" E, 708.14 feet along the West line of the Northwest 1/4 of said Section 20 to a point on the aforesaid Avalon Road right of way line and a point on a non-tangent curve concave Southeasterly having a radius of 2829.41 feet, and a central angle of 01°55'19"; thence from a tangent bearing of N 41°26'37" E run Northeasterly along the arc of said curve and right of way line, 94.91 feet; thence N 43°21'56" E, 753.57 feet along said right of way line to a point on the North line of the South 1/2 of the Northwest 1/4 of said Section 20; thence N 89°50'32" E, 2068.41 feet along said line to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence N 00°21'49" E, 1334.18 feet along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 20 to the Northwest corner of the Northeast 1/4; thence S 89°45'19" E, 2697.33 feet along the North line of the Northeast 1/4 of said Section 20 to the Northeast corner of said Section 20 and the Southeast corner of Section 17, Township 24 South, Range 27 East; thence entering said Section 17, N 00°02'13" E, 2669.40 feet along the East line of the Southeast 1/4 of Section 17 to the Northeast corner thereof; thence S 89°43'49" W, 1347.90 feet along the South line of the East 1/2 of the Northeast 1/4 of Section 17, to the Southwest corner thereof; thence N 00°18'18" W, 2652.68 feet along the West line of the East 1/2 of the Northeast 1/4 of Section 17 to the Northwest corner thereof; thence entering Section 8, Township 24 South, Range 27 East run N 89°39'31" E, 559.27 feet along the South line of said Section 8 to a point on the Westerly and Southerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 of the Public Records of Orange County, Florida; thence run along said right of way line the following four courses; N 23°48'17" W, 1807.61 feet; N 24°57'02" W, 499.49 feet; to a point of curvature of a curve concave Southwesterly having a radius of 802.00 feet, and a central angle of 65°19'49"; thence run Northwesterly along the arc of said curve, 914.46 feet; S 89°43'25" W, 207.15 feet to a point on the West line of the East 1/2 of said Section 8; thence departing said right of way line run along the West line of the East 1/2 of said Section 8, N 00°14'57" E, 100.00 feet to a point on the Northerly right of way line of aforesaid Hartzog Road; thence run along said right-of-way line the following three courses; N 89°43'25" E, 671.30 feet; N 23°57'49" E, 158.82 feet to a point on a non-tangent curve concave Southwesterly having a radius of 2750.09 feet, and a central angle of 04°43'07"; from a tangent bearing of S 33°16'29" E run Southeasterly along the arc of said curve, 226.49 feet; thence N 89°43'24" E, 1038.21 feet along the North line of the Southeast 1/4 of Section 8; to a point on Deed recorded in Official Records Book 7121, Page 2952 of the Public Records of Orange County Florida; and a point on a non-tangent curve concave Southerly having a radius of 2894.93 feet, and a central angle of 08°15'21"; thence Entering Section 9, Township 24 South, Range 27 East, from a tangent bearing of N 82°01'15" W run Westerly along the arc of said curve and Deed, 417.14 feet; thence S 89°43'24" W, 258.73 feet along said Deed to a point on the Easterly right of way line of State Road 429 as recorded in Official Records Book 7106, Page 7802 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 21°29'36" W, 110.97 feet; N 20°48'24" W, 1048.03 feet; thence N 00°08'24" E, 211.55 feet along the West line of the East 530.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 89°41'25" W, 797.83 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section 8; thence S 89°34'56" W, 1230.74 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 8 to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 355 of the Public Records of Orange County Florida; thence run along said right of way line the following three courses; N 00°39'25" W, 853.44 feet to a point on a non-tangent curve concave Easterly having a radius of 3241.05 feet, and a central angle of 05°37'30"; from a tangent bearing of N 00°36'59" W run Northerly along the arc of said curve, 318.19 feet; N 05°00'31" E, 152.48 feet; thence N 89°26'29" E, 1220.84 feet along the North line of the Northwest 1/4 of said Section 8 to the Northeast corner thereof; thence N 89°39'25" E, 2650.62 feet along the North line of the Northeast 1/4 of said Section 8 to the Northeast corner thereof; thence entering Section 9, Township 24 South, Range 27 East run, N 89°46'07" E, 1608.33 feet along the

North line of the Northwest 1/4 of said Section 9; to a point on Southerly right of way line of Seidel Road as described in Deed Book 789, Page 243 and Deed Book 892, Page 552 of the Public Records of Orange County Florida and a non-tangent curve concave Northerly having a radius of 357.62 feet, and a central angle of 23°38'08"; thence from a tangent bearing of S 66°08'04" W run Westerly along the arc of said curve and right of way line, 147.53 feet; thence run along said right of way line the following three courses; S 89°46'01" W, 139.26 feet; S 89°46'07" W, 1325.83 feet; S 89°39'24" W, 554.03 feet; thence run along a right of way line described in Official Records Book 7070, Page 2553 of the Public Records of Orange County Florida the following twelve courses; S 00°20'32" E, 20.00 feet; S 89°39'28" W, 363.61 feet; S 84°38'15" W, 372.03 feet; S 00°20'32" E, 14.94 feet; S 89°40'22" W, 138.87 feet; S 42°20'36" W, 55.11 feet; S 00°03'00" W, 857.17 feet to a point of curvature of a curve concave Northeasterly having a radius of 250.01 feet, and a central angle of 90°21'35"; run Southeasterly along the arc of said curve, 394.28 feet; N 89°41'19" E, 364.69 feet; S 00°18'35" E, 80.00 feet; S 89°41'25" W, 481.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 350.02 feet, and a central angle of 72°08'18"; from a tangent bearing of N 70°50'15" W run Northwesterly along the arc of said curve, 440.69 feet; thence S 89°41'15" W, 483.83 feet along a right of way line described in Official Records Book 7106, Page 2802 of the Public Records of Orange County Florida to a point that is 10.00 feet Easterly of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; and a point on a non-tangent curve concave Easterly having a radius of 3721.85 feet, and a central angle of 03°53'37"; thence from a tangent bearing of S 16°54'47" E run Southerly along the arc of said curve and a line that is 10.00 feet Easterly of and parallel with said right of way line, 252.93 feet; thence S 20°48'24" E, 96.16 feet along said parallel to its intersection with a line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8; thence N 89°41'25" E, 83.88 feet along said line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°08'24" W, 219.78 feet along the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with a line that is 10.00 feet East of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; thence S 20°48'24" E, 836.45 feet along said parallel line to a point on a Deed described in Official Records Book 9324, Page 367 of the Public Records of Orange County Florida; thence run along said Deed the following six courses; S 87°25'27" E, 291.32 feet; thence N 88°48'53" E, 166.97 feet; N 86°44'00" E, 142.45 feet; N 06°27'19" W, 91.16 feet; N 28°52'42" E, 302.51 feet; N 69°30'43" E, 659.82 feet to a point on a deed described in Official Records Book 10810, Page 147 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 84°17'43" E, 306.52 feet; N 55°03'52" E, 1274.60 feet; N 33°11'17" E, 877.94 feet; N 08°37'23" E, 258.89 feet; thence N 89°46'07" E, 980.18 feet along the North line of the Northwest 1/4 of said Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 2653.53 feet along the East line of the Northwest 1/4 of said Section 9 to the Southeast corner thereof; thence S 89°44'05" W, 1325.36 feet along the South line of the Southeast 1/4 of the Northwest 1/4 of Section 9 to the Southwest corner thereof; thence S 00°08'51" W, 1314.23 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner thereof; thence N 89°45'10" E, 1327.55 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 1314.64 feet along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner of the Southwest 1/4 of Section 9; thence N 89°53'46" E, 2633.36 feet along the South line of the Southeast 1/4 of Section 9 to the Southeast corner thereof and the Southwest corner of Section 10, Township 24 South, Range 27 East; thence N 00°15'35" E, 5286.81 feet along the West section line of Section 10 to the Northwest corner thereof and the Southwest corner of Section 3, Township 24 South, Range 27 East; thence N 00°11'50" W, 2661.64 feet along the West line of the Southwest 1/4, Section 3 to the Northwest corner thereof; thence N 89°39'50" E, 3976.31 feet along the North line of the South half of Section 3 to the Northeast corner of the Northwest 1/4 of the Southeast

1/4 of Section 3; thence S 00°04'39" E, 1326.78 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of Section 3 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 3; thence N 89°37'16" E, 1328.99 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of Section 3 to the Northeast corner thereof and the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 27 East; thence N 00°07'50" W, 1325.78 feet along the West line of Northwest 1/4, of the Southwest 1/4, of Section 2 to the Northwest corner thereof; thence N 00°07'43" W, 400.13 feet along the West line of the Northwest 1/4, of Section 2; thence run along the Northerly boundary of a deed recorded in Official Records Book 1457, Page 934 of the Public Records of Orange County Florida the following three courses; N 86°46'13" E, 1024.87 feet; N 77°37'23" E, 1103.42 feet; N 53°18'38" E, 1872.82 feet to a point on the Southerly right-of-way line of Reams Road as shown on Plat book 3, Page 85 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; S 43°40'10" E, 1382.92 feet to the beginning of a curve concave to the Northeast, having a radius of 546.86 feet and a central angle of 46°21'00"; thence run Southeasterly along the arc of said curve 442.39 feet; thence N 89°58'50" E, 341.61 feet; thence leaving said right-of-way, run S 00°19'24" E, 603.75 feet along the East line of the Northeast 1/4 of Section 2, to the Southeast corner thereof, and the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 1, Township 24 South, Range 27 East; thence N 89°43'47" E, along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 1, 1297.19 feet to a point 25 feet West of the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 1; thence N 00°12'21" W, 598.76 feet along a line that is 25.00 feet West of and parallel to the West line of the Southeast 1/4 of the Northwest 1/4 of Section 1 to the Southerly right-of-way line of aforesaid Reams Road; thence N 89°56'46" E, 100.00 feet along said Southerly right-of-way of Reams Road; thence run along the Easterly and Northerly boundary of a deed recorded in Official Records Book 1465, Page 307 of the Public Records of Orange County Florida the following five courses; S 02°04'12" E, 523.43 feet; N 89°43'40" E, 52.00 feet; S 00°12'21" E, 49.00 feet; N 89°43'41" E, 229.00 feet; S 00°12'25" E, 26.23 feet; thence N 89°43'47" E, 1039.16 feet along the North line of the South half of Section 1 to a point 90.00 feet East of the Northeast corner of the Southwest 1/4 of Section 1; thence S 05°34'33" W, 911.86 feet; thence S 00°05'18" E, 420.00 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of Section 1 to the Southeast corner thereof; thence N 89°44'10" E, 2649.93 feet along the North line of the South half of the Southeast 1/4 of Section 1 to the Point of Beginning.

Less and except any and all lands currently owned by Central Florida Tourism Oversight District, Orange County, the State of Florida and the following parcels recorded in the Public Records of Orange County Florida:

Book 9745, Page 8716

Instrument 20160316310

Book 10275, Page 7457

Instrument 20160344785

Book 10304, Page 8949

Instrument 20210271782

Book 10681, Page 7447

Instrument 20220542316

Book 10681, Page 7453

Book 10681, Page 7458

Book 10778, Page 5071

Book 10987, Page 8396

Book 10995, Page 2377

Instrument 20050679647

Instrument 20050766353

Instrument 20160316309

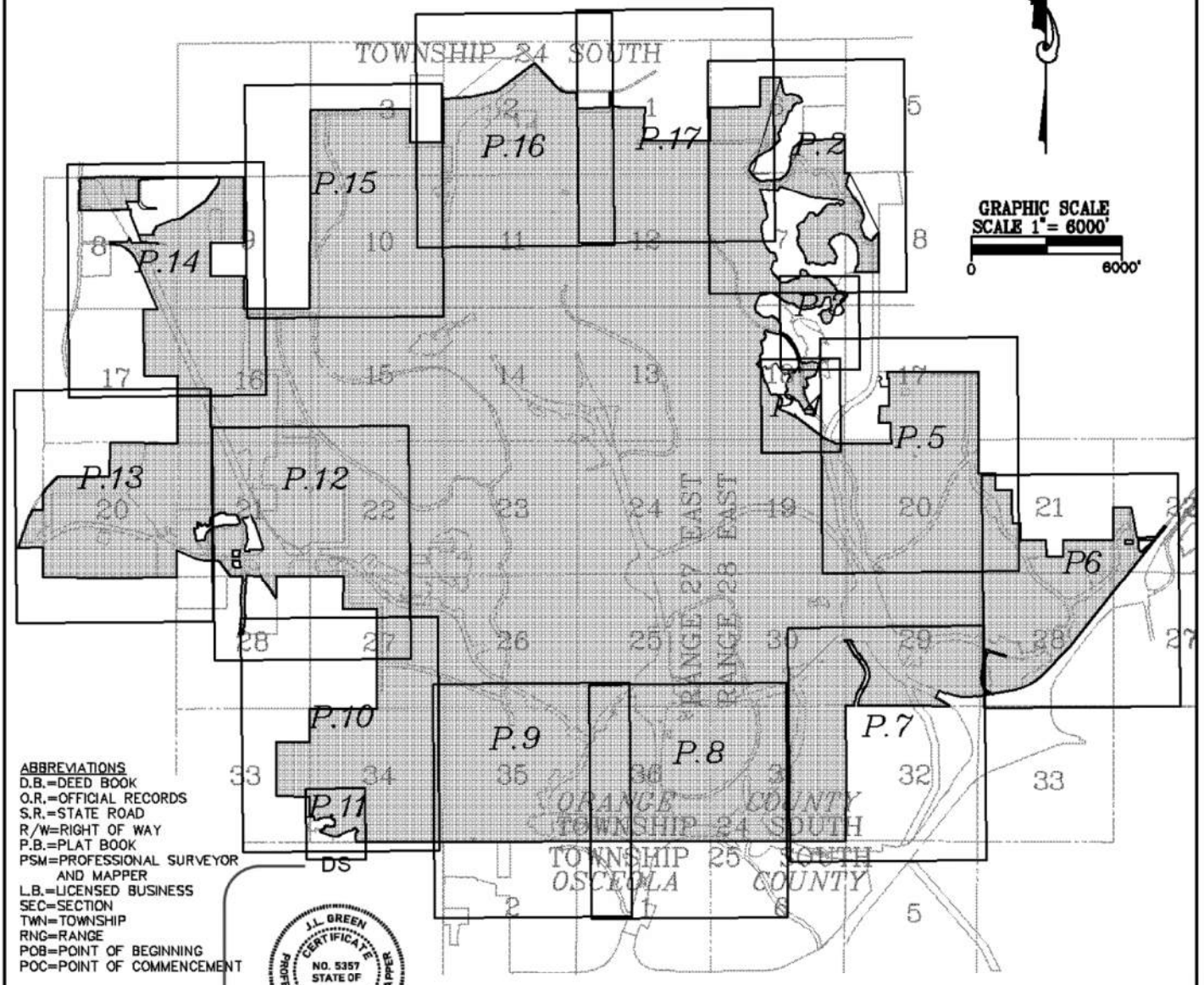
DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN OSCEOLA COUNTY, FLORIDA

A parcel of land lying in Sections 1 and 2, Township 25 South, Range 27 East and Sections 5 and 6, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 6, run along the North line of the Northwest 1/4 of said Section 6, S 89°56'54" E, 2748.82 feet to the Northeast corner thereof; thence S 89°36'01" E, 2646.94 feet along the North line of the Northeast 1/4 of said Section 6 to the Northeast corner thereof; thence entering Section 5, Township 25 South, Range 28 East run N 89°42'15" E, 2559.31 feet along the North line of the Northwest 1/4 of said Section 5 to a point on the State Road 400 right of way line shown on Map Section 92130-2401 and dated April 26, 2002 and State Road 535 right of way line shown on Map Section 92090-2502 and dated June 29, 2021; thence run along said right of way line the following courses; thence S 62°05'19" W, 468.81 feet; thence S 70°23'47" W, 98.39 feet; thence N 81°47'43" W, 625.98 feet; thence S 00°02'43" E, 239.96 feet; thence S 58°35'21" W, 67.98 feet; thence S 77°17'07" W, 43.72 feet; thence S 86°50'58" W, 76.61 feet; thence N 59°44'26" W, 62.58 feet to a point on a non-tangent curve concave Northerly having a radius of 5612.03 feet, and a central angle of 02°56'08"; thence from a tangent bearing of S 87°46'51" W run Westerly along the arc of said curve, 287.53 feet; thence N 89°17'35" W, 850.53 feet; thence S 88°24'30" W, 258.73 feet; thence S 86°07'19" W, 497.40 feet; thence S 08°13'36" W, 250.03 feet to a point on a non-tangent curve concave Northerly having a radius of 7586.88 feet, and a central angle of 04°38'22"; thence from a tangent bearing of S 82°33'14" E run Easterly along the arc of said curve, 614.33 feet; to a point on a non-tangent curve concave Southerly having a radius of 7666.44 feet, and a central angle of 01°54'58"; thence from a tangent bearing of S 89°07'11" E run Easterly along the arc of said curve, 256.38 feet; thence S 81°55'50" E, 407.64 feet to a point on a non-tangent curve concave Southerly having a radius of 665.97 feet, and a central angle of 23°00'10"; thence from a tangent bearing of S 83°01'50" E run Easterly along the arc of said curve, 267.37 feet; thence S 11°47'55" E, 1056.42 feet; thence S 40°00'55" W, 2476.83 feet; thence N 49°59'05" W, 20.00 feet; thence S 40°00'55" W, 264.32 feet; thence S 45°34'27" W, 302.53 feet to a point on a non-tangent curve concave Easterly having a radius of 324.96 feet, and a central angle of 03°20'34"; thence from a tangent bearing of S 17°05'51" E run Southerly along the arc of said curve, 18.96 feet; to a point on a non-tangent curve concave Northwesterly having a radius of 1835.82 feet, and a central angle of 01°32'29"; thence from a tangent bearing of S 62°37'18" W run Southwesterly along the arc of said curve, 49.38 feet; thence S 62°56'53" W, 101.27 feet; thence S 62°56'49" W, 1171.32 feet to a point of curvature of a curve concave Northerly having a radius of 2774.79 feet, and a central angle of 22°55'22"; thence run Westerly along the arc of said curve, 1110.13 feet; thence S 88°56'41" W, 1147.78 feet; thence S 89°37'59" W, 1018.23 feet to a point on the West line of said Section 6; thence entering said Section 1 run, S 89°50'53" W, 1278.22 feet; thence N 84°26'30" W, 502.53 feet; thence S 89°50'53" W, 344.87 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1135.00 feet, and a central angle of 47°01'19"; thence from a tangent bearing of N 85°20'07" W run Northwesterly along the arc of said curve, 931.48 feet; to a point of compound curvature of a curve concave Easterly having a radius of 645.69 feet, and a central angle of 36°36'23"; thence run Northerly along the arc of said curve, 412.53 feet; thence N 01°42'25" W, 132.33 feet to a point of curvature of a curve concave Easterly having a radius of 785.48 feet, and a central angle of 21°26'52"; thence run Northerly along the arc of said curve, 294.03 feet; thence N 19°44'27" E, 121.10 feet; thence N 68°56'02" W, 586.26 feet; thence S 16°38'03" W, 417.94 feet; thence S 20°44'32" W, 476.40 feet to a point of curvature of a curve concave Northwesterly having a radius of 1183.24 feet, and a central angle of 66°03'02"; thence run

Southwesterly along the arc of said curve, 1364.04 feet; thence S 86°47'33" W, 1031.78 feet; thence N 89°49'07" W, 1990.89 feet; thence S 00°06'02" E, 10.00 feet; thence S 89°53'43" W, 141.45 feet; thence departing said right of way line run, N 00°22'03" E, 5224.38 feet along the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 495.03 feet along a line 10.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2; thence S 00°22'03" W, 1390.09 feet along a line 495.00 feet West of and parallel with the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 2110.14 feet along a line 1400.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2 to a point on the Easterly boundary of de-annexation Resolution No. 442 on record at Central Florida Tourism Oversight District; thence run along said boundary the following courses; thence N 02°17'23" E, 40.72 feet; thence N 18°56'28" E, 11.18 feet; thence N 00°08'32" E, 14.20 feet; thence N 45°08'32" E, 35.36 feet; thence S 89°51'28" E, 4.49 feet; thence N 00°08'32" E, 60.00 feet; thence N 44°51'28" W, 35.36 feet; thence N 00°08'32" E, 10.44 feet; thence N 44°51'28" W, 4.24 feet; thence N 00°17'43" W, 522.80 feet; thence N 44°51'28" W, 39.61 feet; thence N 00°08'32" E, 660.14 feet to a point on the North line of the Northwest 1/4 of said Section 2 and being 25.00 feet East of the Northwest corner of said Section 2; thence N 89°44'07" E, 2636.05 feet along the North line of the Northwest 1/4 of said Section 2 to the Northeast corner thereof; thence N 89°48'35" E, 2652.59 feet along the North line of the Northeast 1/4 of said Section 2 to the Northeast corner thereof; thence entering Section 1, Township 25 South, Range 27 East run N 89°46'36" E, 2656.21 feet along the North line of the Northwest 1/4 of said Section 1 to the Northeast corner thereof; thence N 89°50'04" E, 2658.48 feet along the North line of the Northeast 1/4 of said Section 1 to the Northeast corner thereof and the Point of Beginning.

Less and except any and all lands currently owned by Central Florida Tourism Oversight District.



- ABBREVIATIONS**
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT



DocuSigned by:
Jeff Green
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5/29/2024

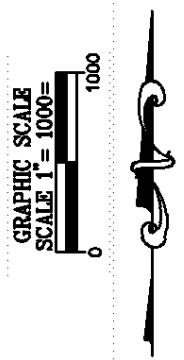
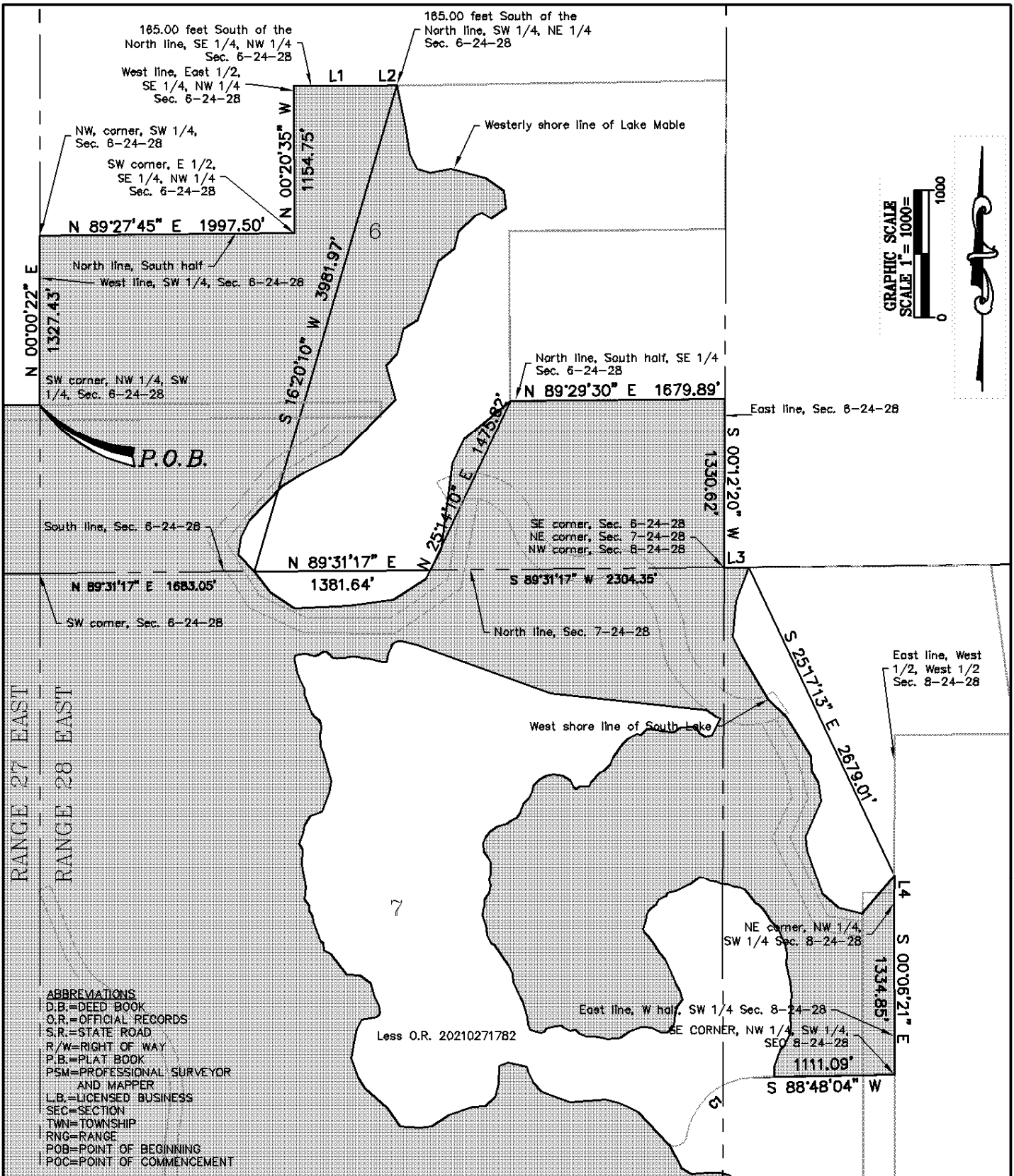
LEGEND
 NET AREA OF LEGAL DESCRIPTION

This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.
 Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.
 "THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4, OF SEC. 8, TWN 24 S, RNG 28 E AS BEING N 00°00'22" E

 REEDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA OVERALL	DATE: 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 1 OF 20 SHEETS	FILENAME: 10JG22053

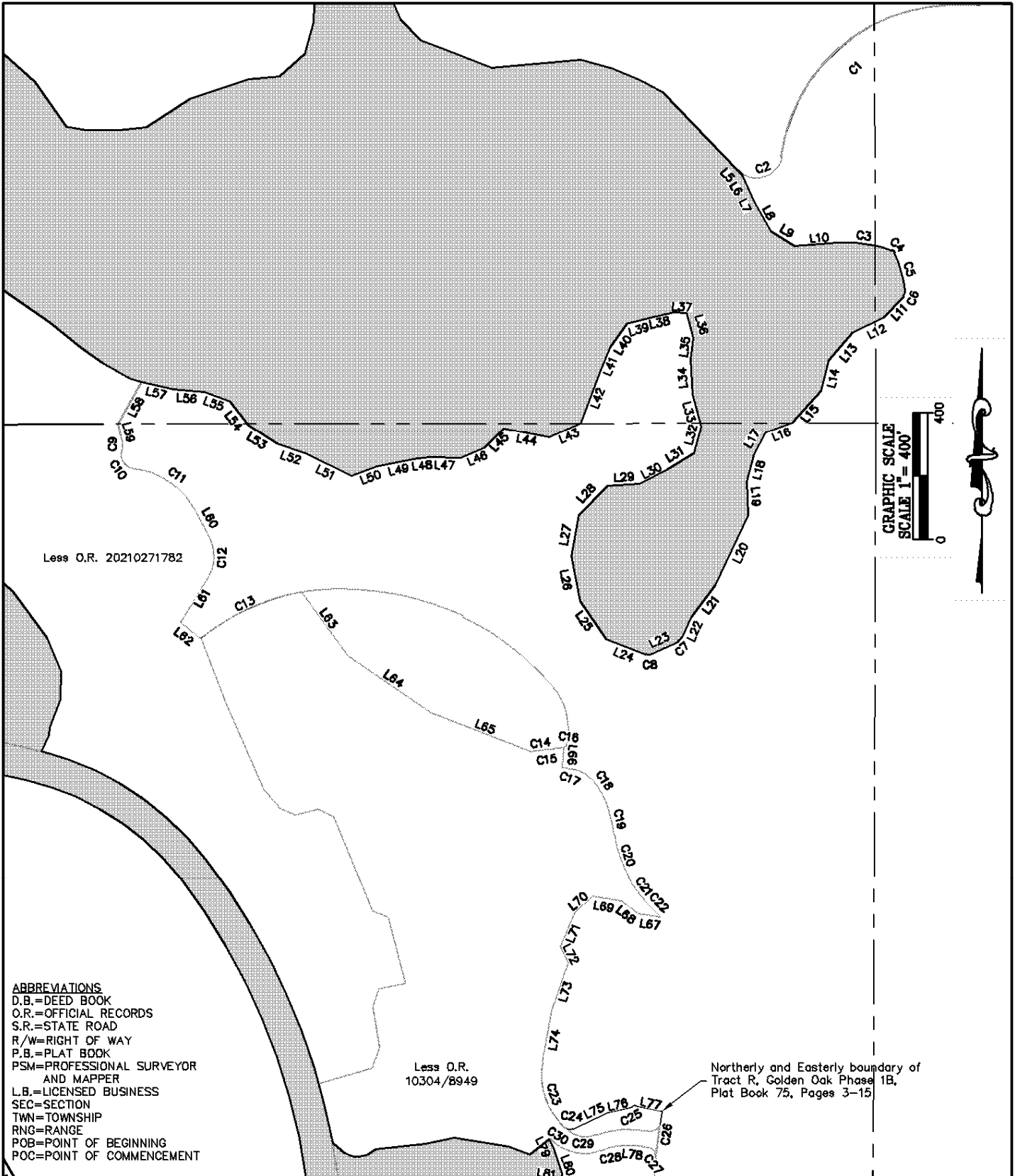


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 POC=POINT OF COMMENCEMENT

RCES
 NEEDY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILING AREA OVERALL	DATE: 5/28/24
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 2 OF 20 SHEETS	FILENAME: 10JG22053

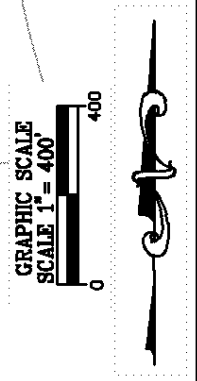
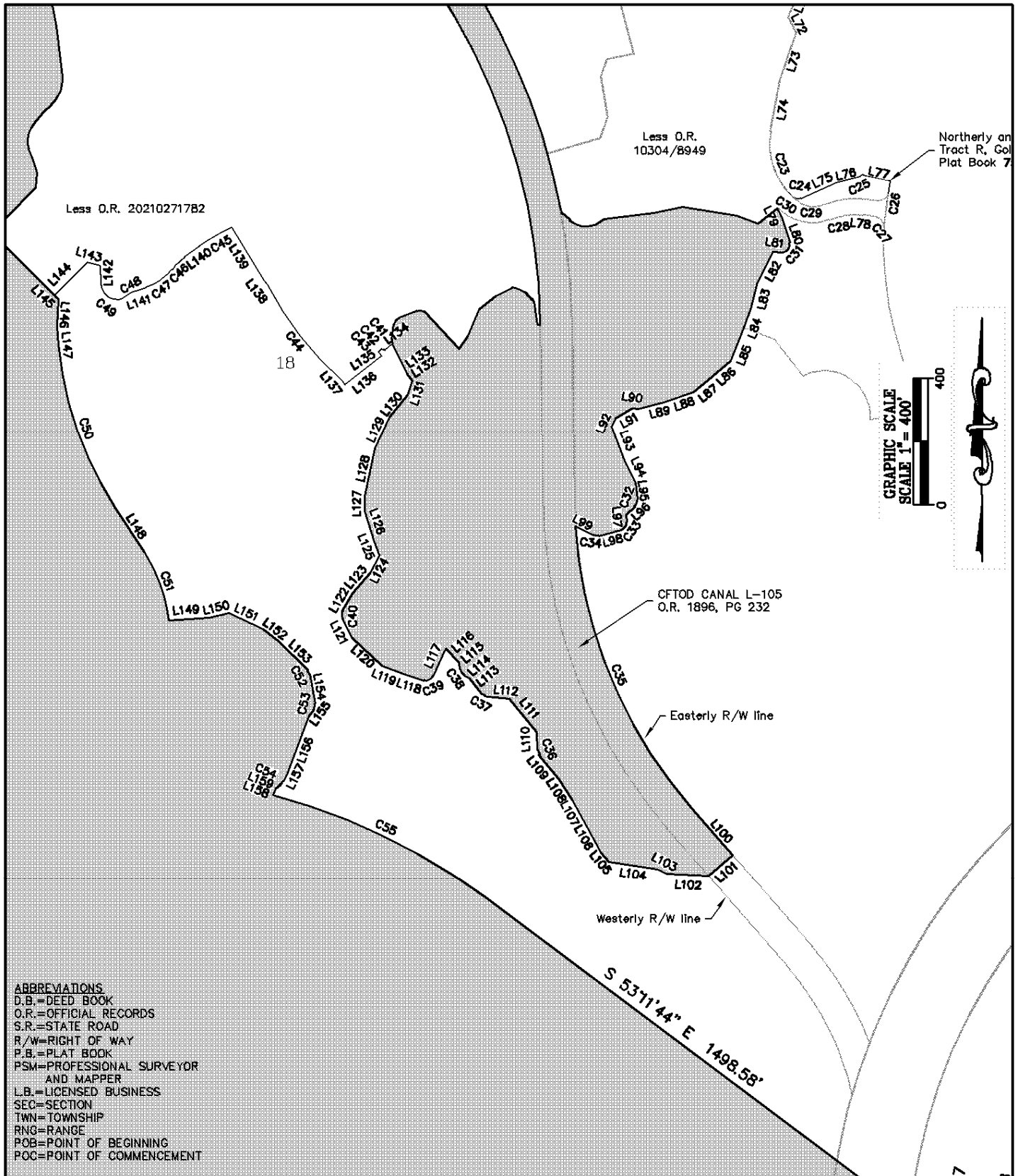


ABBREVIATIONS
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 R/W=RIGHT OF WAY
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
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 L.B.=LICENSED BUSINESS
 SEC=SECTION
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RCES
 NEEDY CREEK ENERGY SERVICES

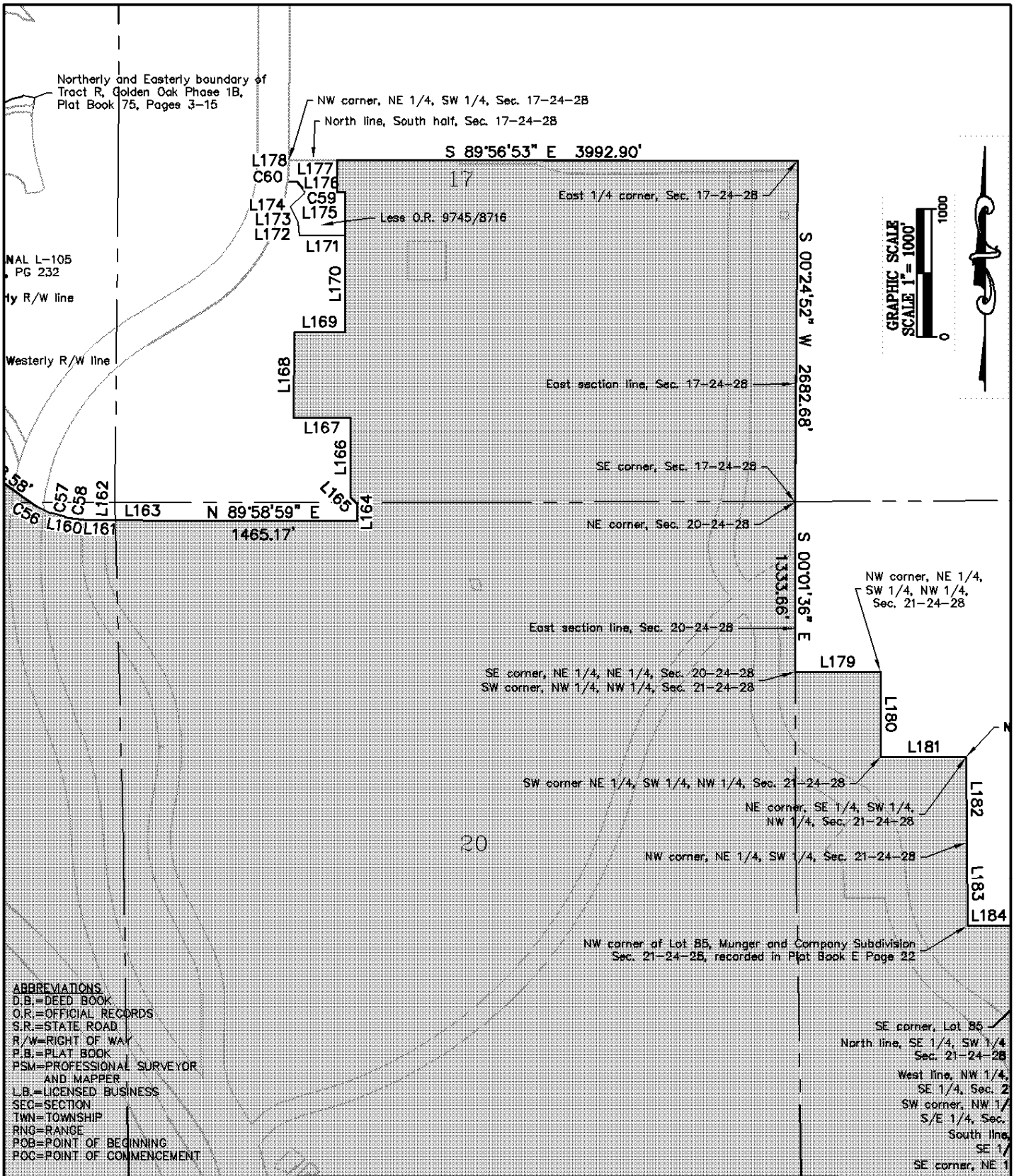
P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855


FILING AREA OVERALL	DATE: 5/28/24
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 400'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 3 OF 20 SHEETS	FILENAME: 10JG22053

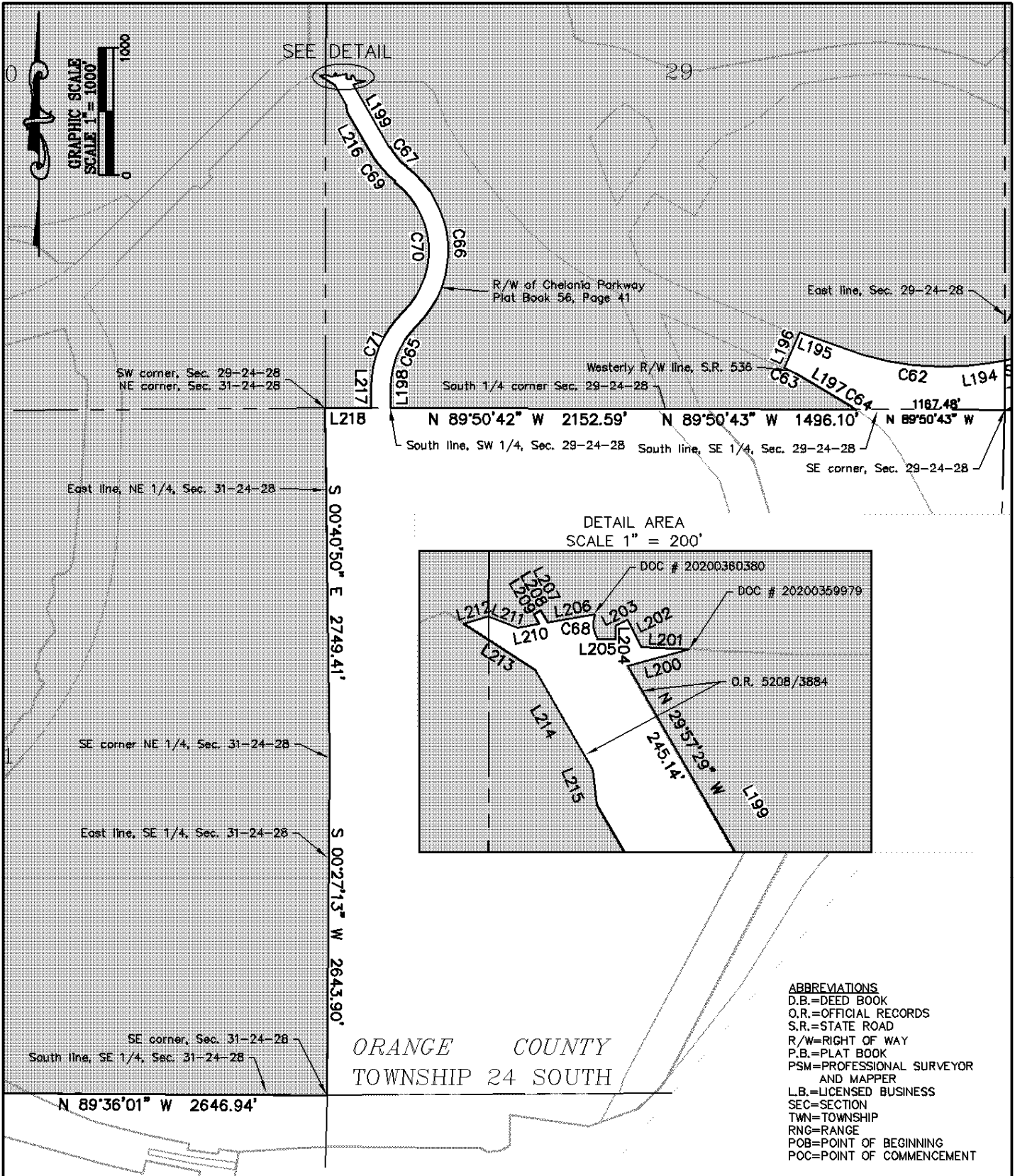


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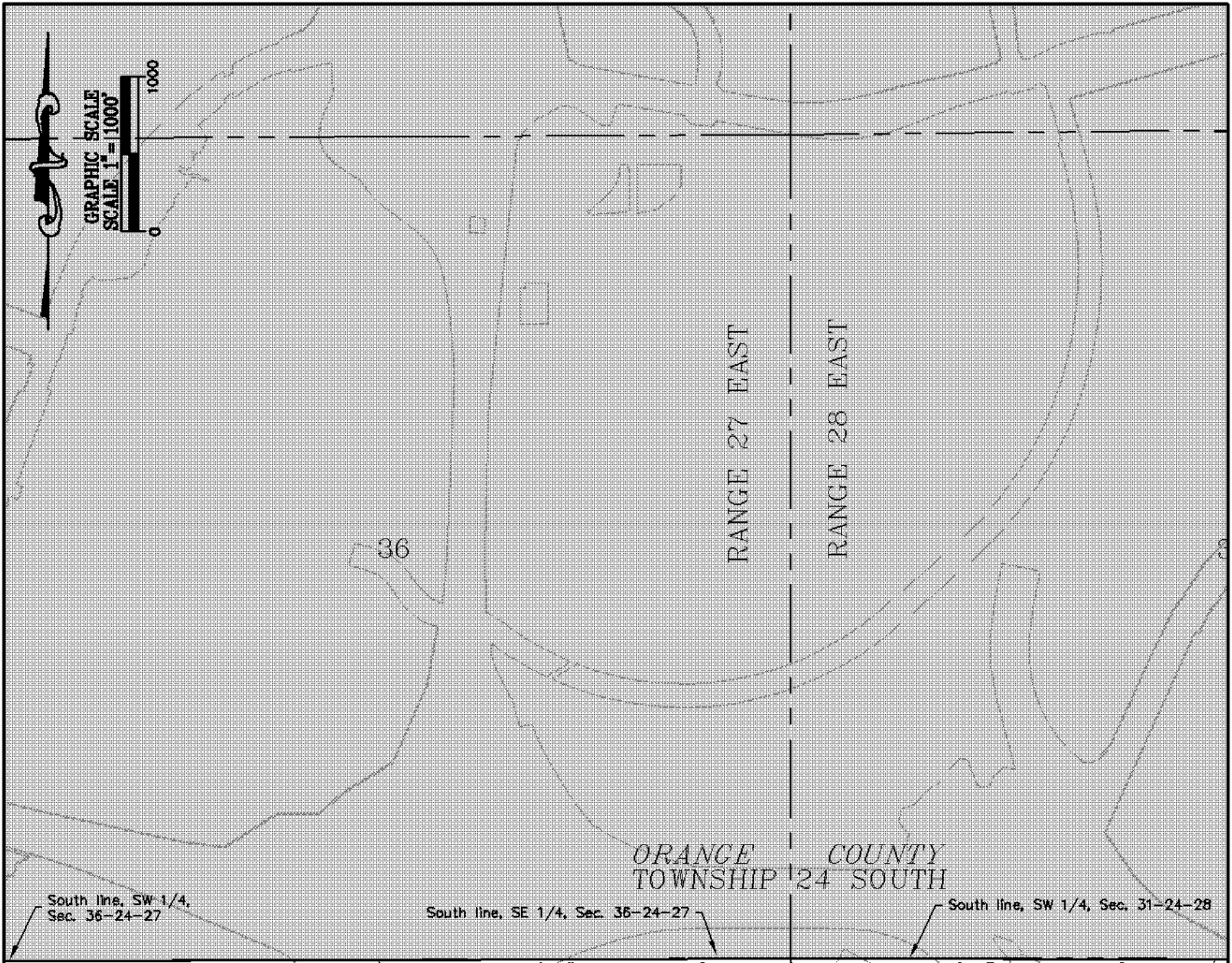
 RCES REEBY CREEK ENERGY SERVICES	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA OVERALL	DATE 5/28/24
		PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 400'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 4 OF 20 SHEETS	FILENAME: 10JG22053



 <p>RCES REEBY CREEK ENERGY SERVICES</p>	<p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	<p>FILING AREA OVERALL</p>	<p>DATE 5/28/24</p>
		<p>PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY</p>	<p>SCALE 1" = 1000'</p>
		<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
		<p>COMMENTS SHEET 5 OF 20 SHEETS</p>	<p>FILENAME: 10JG22053</p>



<p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 7 OF 20 SHEETS	FILENAME: 10JG22053



South line, SW 1/4, Sec. 36-24-27

South line, SE 1/4, Sec. 36-24-27

South line, SW 1/4, Sec. 31-24-28

S 89°46'36" W 2656.21'

S 89°50'04" W 2658.48'

N 89°56'54" W 2748.82'

SW corner, SE 1/4, Sec. 36-24-27

SW corner, Sec. 31-24-28
SE corner, Sec. 36-24-27

SW corner, SE 1/4, Sec. 31-24-28

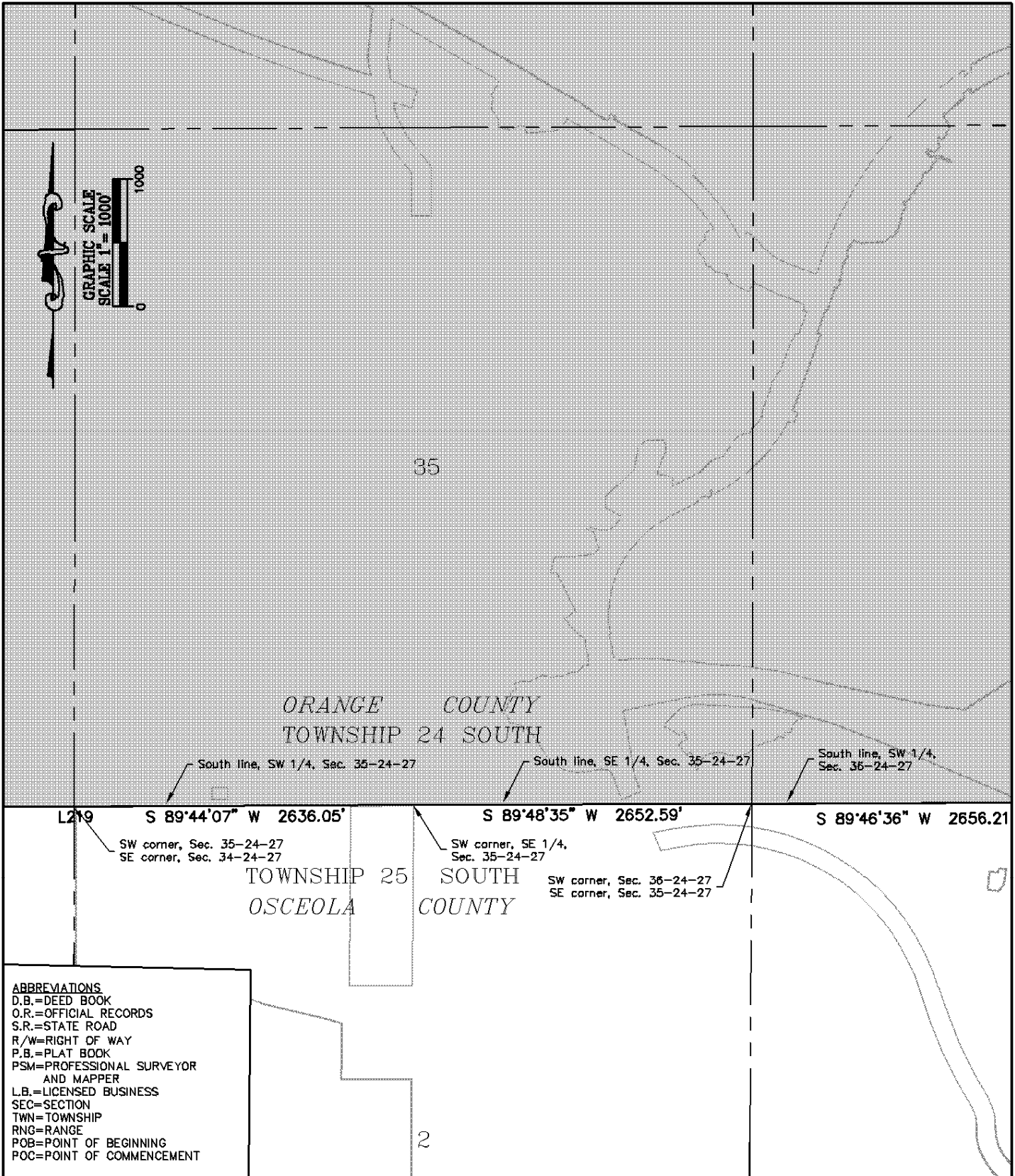
TOWNSHIP 25 SOUTH
OSCEOLA COUNTY

ABBREVIATIONS
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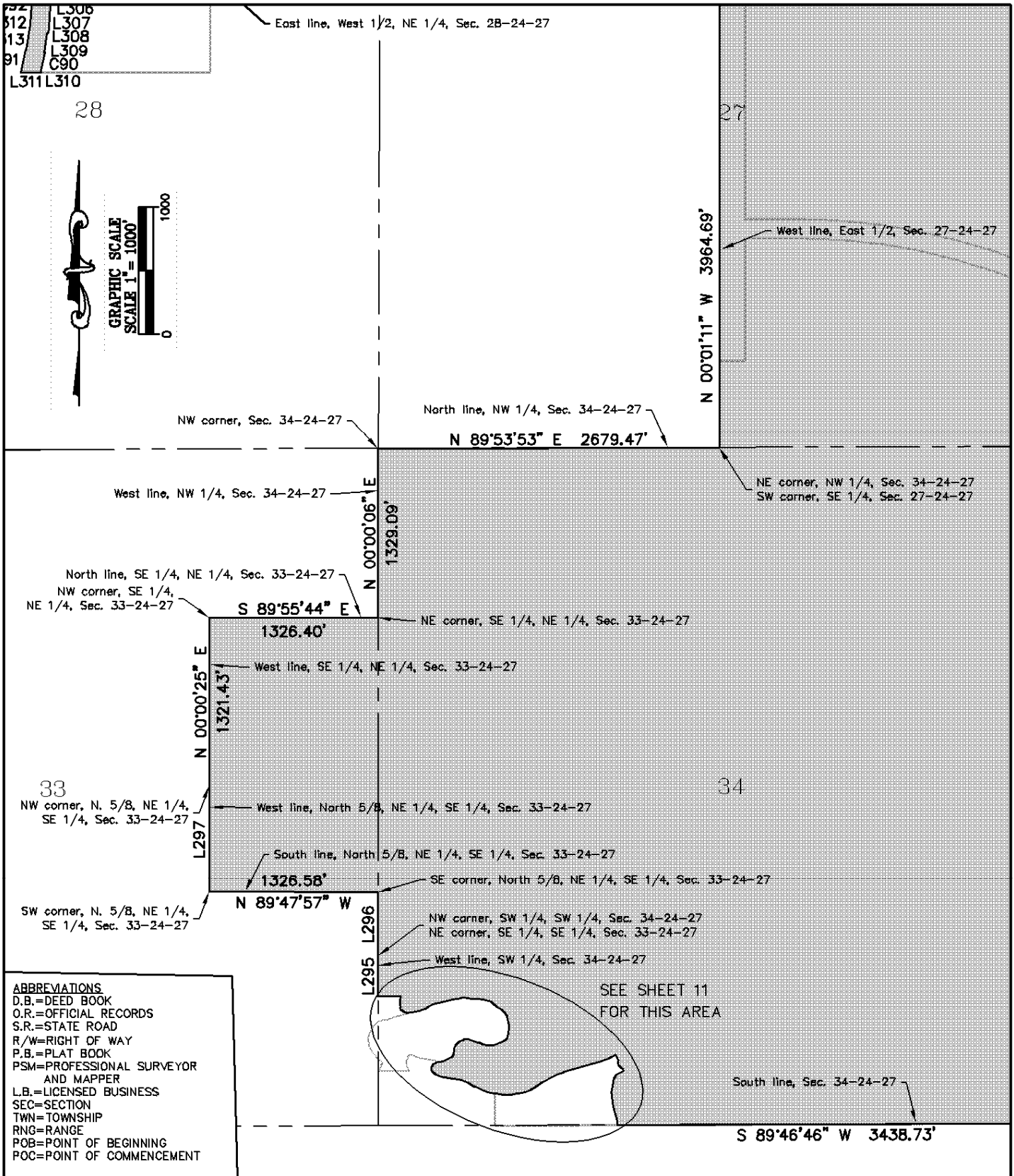
P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855


FILING AREA OVERALL	DATE 5/28/24
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 8 OF 20 SHEETS	FILENAME: 10JG22053

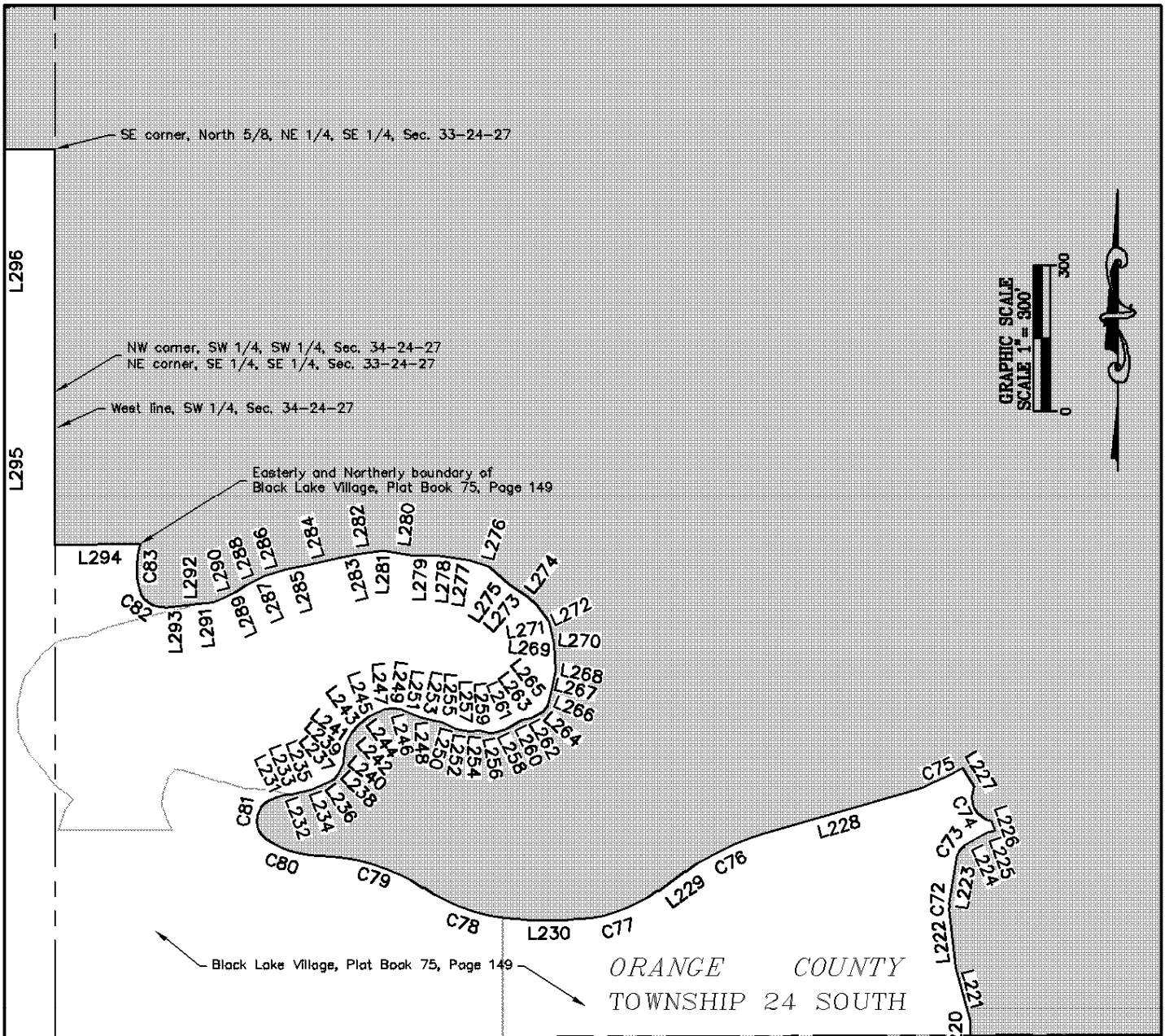


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 <p>ACES NEEDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 9 OF 20 SHEETS	FILENAME: 10JG22053




 <p>RCES REEDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 10 OF 20 SHEETS	FILENAME: 10JG22053



ORANGE COUNTY
TOWNSHIP 24 SOUTH

TOWNSHIP 25 SOUTH
OSCEOLA COUNTY

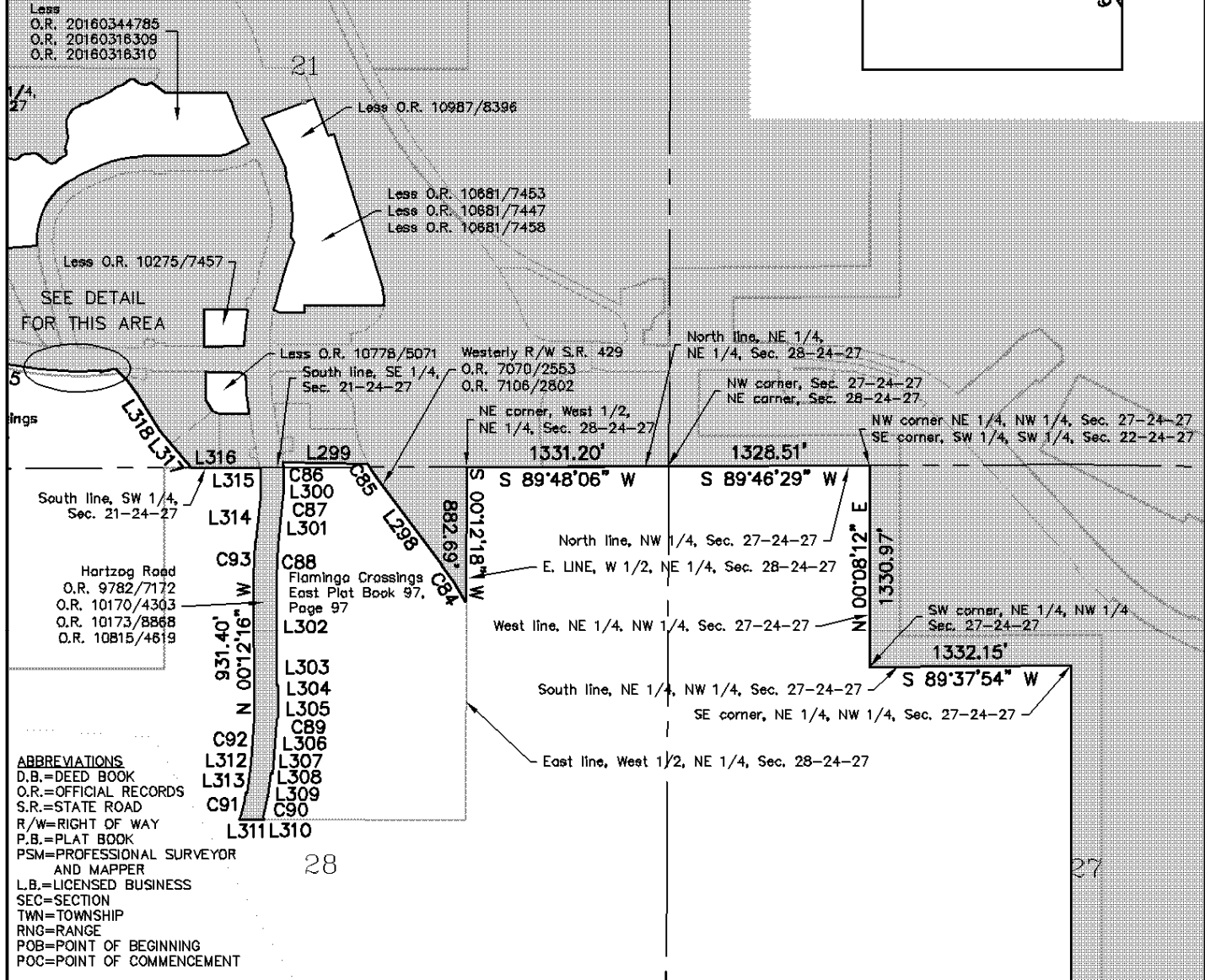
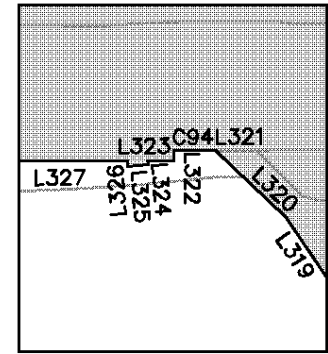
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 <p>ACES NEEDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 300'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 11 OF 20 SHEETS	FILENAME: 10JG22053




GRAPHIC SCALE
SCALE 1" = 1000'

DETAIL AREA
SCALE 1" = 200'

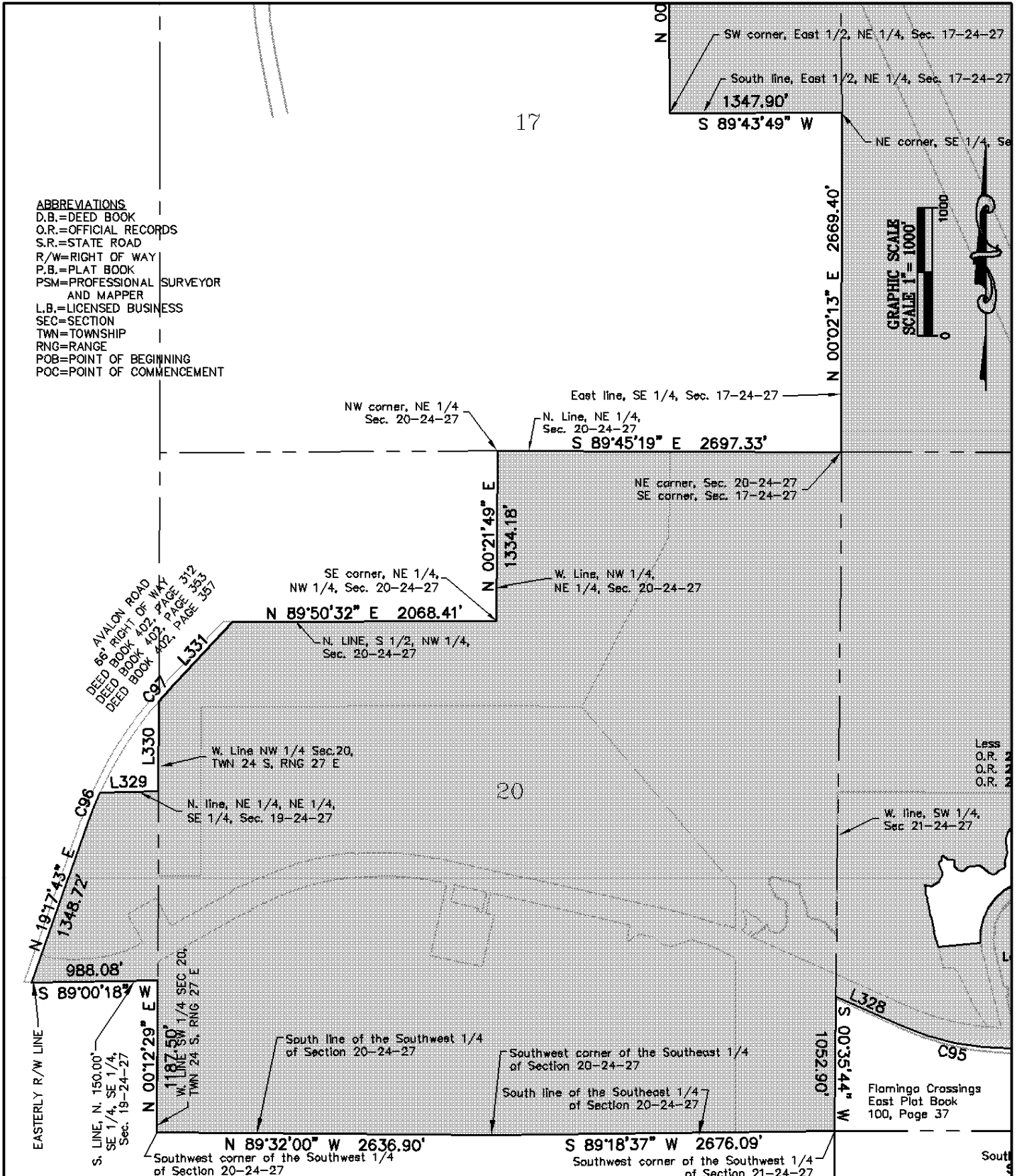


SEE DETAIL FOR THIS AREA

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	FILING AREA OVERALL	DATE 5/28/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 12 OF 20 SHEETS	FILENAME: 10JG22053

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855



ABBREVIATIONS
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 RNG=RANGE
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GRAPHIC SCALE
 SCALE 1" = 1000'

RCES
 DEEDY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

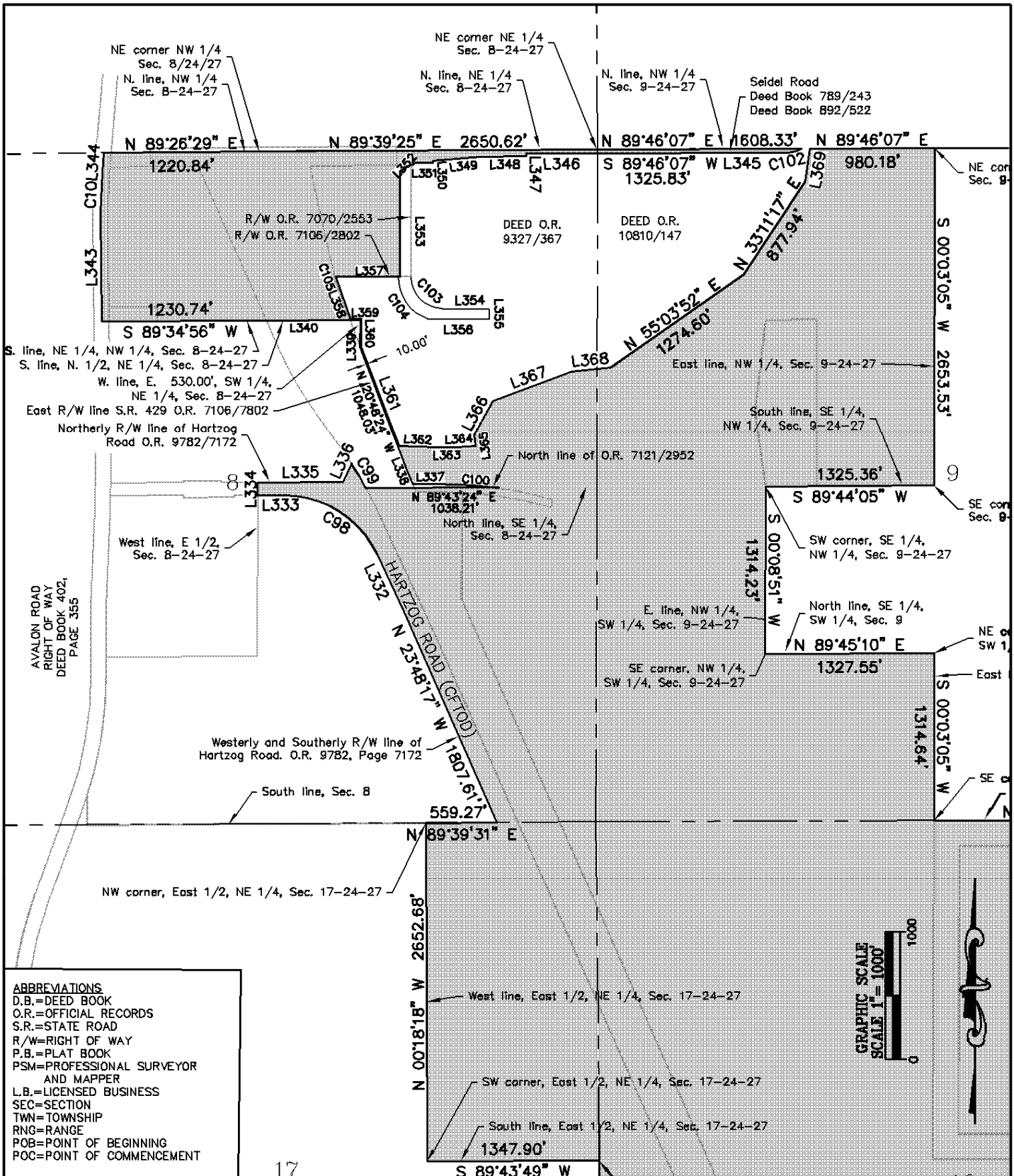
COMMENTS
SHEET 13 OF 20 SHEETS

DATE
5/28/24

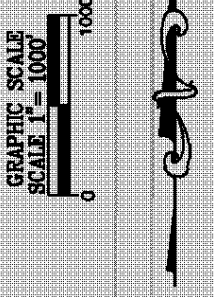
SCALE
1" = 1000'

DRAWN BY:
JLG

FILENAME:
10JG22053



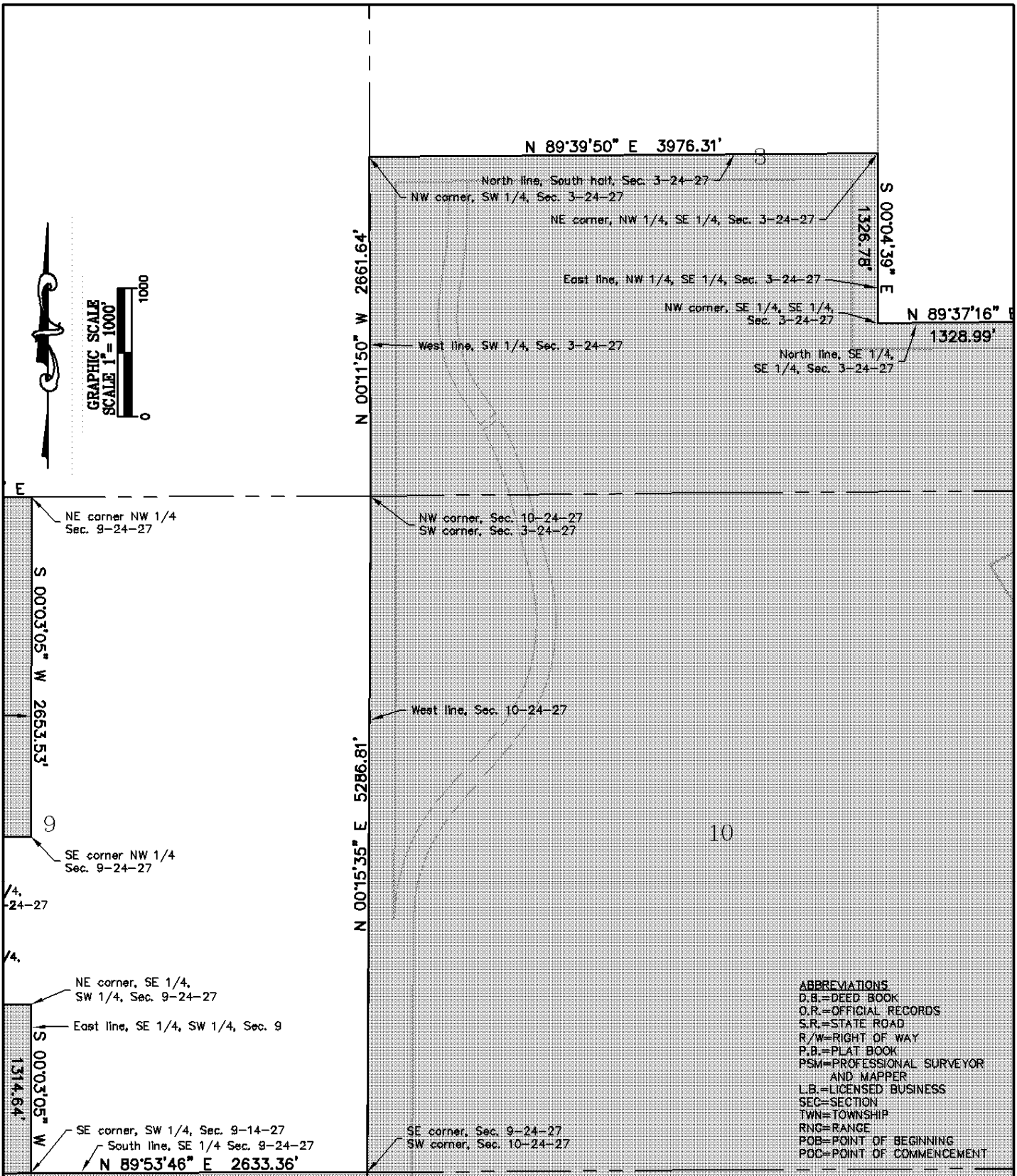
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RCS
 REEBY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
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 PHONE 407-824-5855

FILING AREA OVERALL	DATE 5/28/24
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 14 OF 20 SHEETS	FILENAME: 10JG22053



RCES
 REEDY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILING AREA OVERALL	DATE 5/28/24
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 15 OF 20 SHEETS	FILENAME: 10JG22053



GRAPHIC SCALE
SCALE 1" = 1000'
0 1000

TOWNSHIP 24 SOUTH

Southerly R/W line of Reams Road

REAMS ROAD R/W P.B. 3/85
S 43°40'10" E 1382.92'

N 53°18'38" E 1872.82'

Northerly boundary
O.R. Book 1457, Page 934

N 86°46'13" E 1024.87'
N 77°37'23" E 1103.42'

L370
N 00°07'50" W 1325.78'

West line, NW 1/4, Sec. 2-24-27

NW corner, NW 1/4, SW 1/4, Sec. 2-24-27

West line, NW 1/4, SW 1/4, Sec. 2-24-27

N 89°37'16" E 1328.99'

NE corner, SE 1/4, SE 1/4, Sec. 3-24-27
NW corner, SW 1/4, SW 1/4, Sec. 2-24-27

East line, NE 1/4 Sec. 2-24-27

SE corner, NE 1/4, Sec. 2-24-27

NW corner, NW 1/4, SW 1/4, Sec. 1-24-27

North line, NW 1/4, SW 1/4, Sec. 1

L372

N 89°43'47" E 1297.19'


25.00' West,
SW 1/4, Sec.

East line, NE 1/4, SW 1/4

SE corner, NE 1/4, SW

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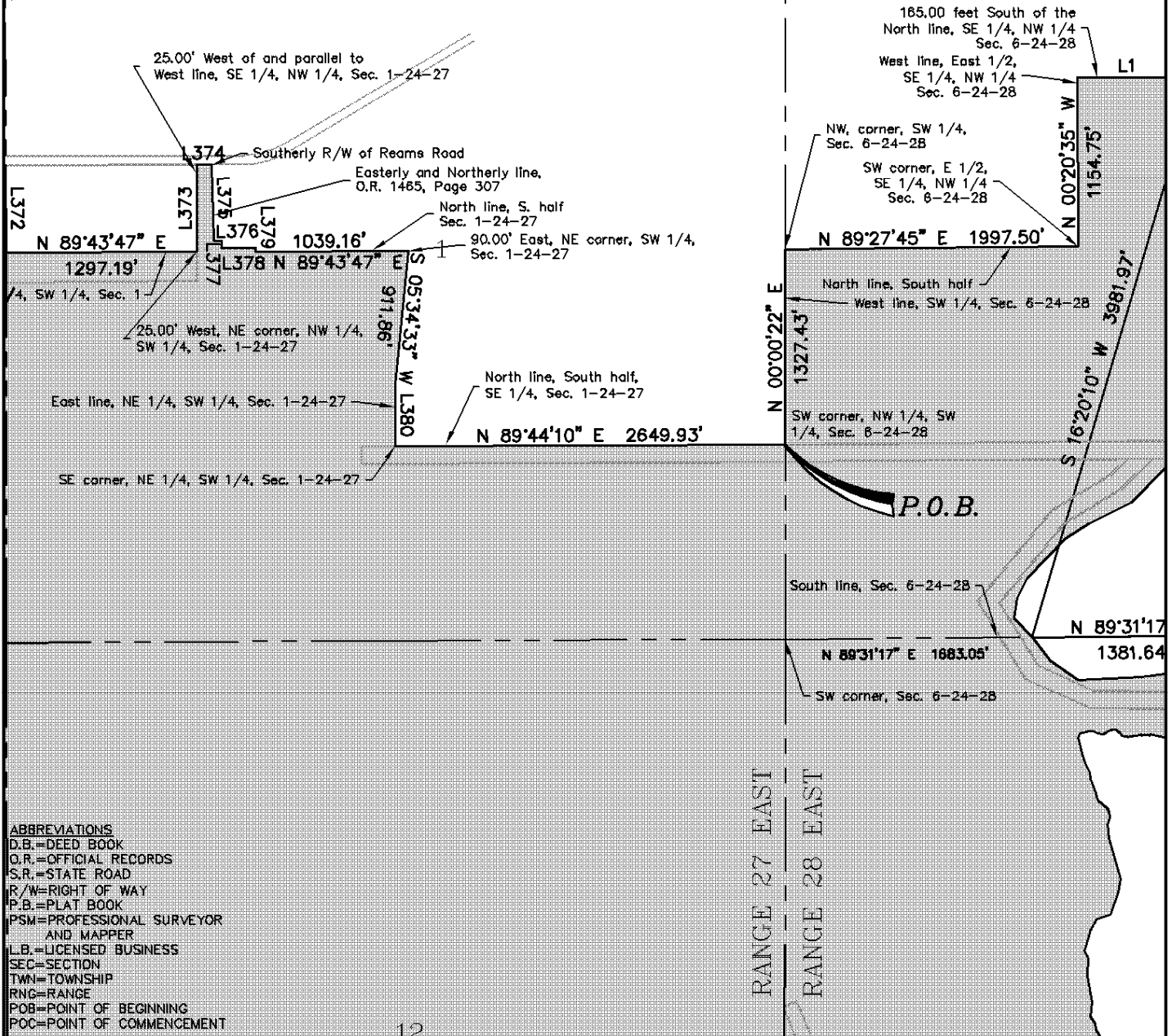
11

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	<p>FILING AREA OVERALL</p>	<p>DATE 5/28/24</p>
	<p>PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY</p>	<p>SCALE 1" = 1000'</p>
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
	<p>COMMENTS SHEET 16 OF 20 SHEETS</p>	<p>FILENAME: 10JG22053</p>



GRAPHIC SCALE
SCALE 1" = 1000'
0 1000

TOWNSHIP 24 SOUTH



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RCES
 REEBY CREEK ENERGY SERVICES
 P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

12	FILING AREA OVERALL	DATE 12/07/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 17 OF 20 SHEETS	FILENAME: 10JG22053

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 38' 50" E	663.64
L2	N 89° 11' 34" E	148.62
L3	N 89° 21' 03" E	191.58
L4	S 00° 13' 59" W	221.07
L5	S 43° 40' 59" E	16.92
L6	S 34° 38' 41" E	8.13
L7	S 25° 16' 40" E	86.79
L8	S 28° 57' 56" E	106.03
L9	S 58° 01' 53" E	87.73
L10	N 85° 59' 29" E	134.58
L11	S 43° 56' 36" W	91.06
L12	S 64° 40' 37" W	105.25
L13	S 40° 45' 32" W	117.42
L14	S 13° 26' 04" W	97.39
L15	S 42° 14' 20" W	133.97
L16	S 68° 59' 11" W	89.71
L17	S 28° 50' 44" W	77.77
L18	S 14° 52' 47" W	88.32
L19	S 01° 59' 29" E	106.28
L20	S 24° 42' 46" W	241.59
L21	S 36° 55' 50" W	126.64
L22	S 24° 03' 44" W	71.01
L23	S 64° 59' 30" W	91.68
L24	N 68° 30' 58" W	131.37
L25	N 34° 57' 28" W	145.43
L26	N 10° 44' 04" W	144.09
L27	N 10° 34' 18" E	129.55
L28	N 44° 03' 35" E	129.67
L29	N 86° 35' 32" E	100.03
L30	N 62° 48' 18" E	100.08
L31	N 58° 16' 14" E	95.99
L32	N 15° 01' 47" E	86.03
L33	N 14° 30' 32" W	104.94
L34	N 03° 06' 23" W	111.09
L35	N 07° 32' 42" E	68.01
L36	N 15° 14' 13" W	80.67
L37	N 87° 12' 48" W	40.11
L38	S 77° 42' 57" W	84.88
L39	S 74° 44' 47" W	66.79
L40	S 35° 20' 27" W	90.33
L41	S 22° 58' 13" W	87.94
L42	S 20° 05' 22" W	168.18
L43	S 65° 39' 23" W	108.46
L44	N 79° 02' 16" W	146.86
L45	S 44° 41' 24" W	85.24
L46	S 66° 58' 59" W	80.82
L47	N 89° 03' 00" W	96.88
L48	S 84° 18' 13" W	51.79
L49	S 77° 56' 53" W	116.91
L50	S 70° 14' 00" W	84.26
L51	N 63° 52' 48" W	163.26
L52	N 71° 49' 57" W	91.32
L53	N 56° 38' 48" W	106.72
L54	N 37° 38' 37" W	96.72
L55	N 69° 48' 38" W	85.22
L56	N 85° 15' 14" W	95.72
L57	N 76° 56' 11" W	104.56
L58	S 28° 55' 14" W	152.44
L59	S 13° 45' 44" E	47.73
L60	S 28° 03' 11" E	95.35
L61	S 31° 37' 50" W	165.37
L62	S 51° 01' 41" E	83.54
L63	S 35° 59' 30" E	246.14
L64	S 55° 37' 13" E	316.45
L65	S 68° 44' 46" E	336.44
L66	S 03° 57' 40" W	60.74

LINE#	BEARING	DIST.
L67	N 82° 18' 14" W	71.09
L68	N 51° 44' 44" W	65.78
L69	N 80° 24' 25" W	90.39
L70	S 48° 32' 46" W	80.93
L71	S 22° 55' 38" W	113.12
L72	S 27° 19' 16" E	55.45
L73	S 18° 40' 56" W	159.75
L74	S 10° 48' 30" W	160.42
L75	N 65° 28' 07" E	122.36
L76	N 76° 27' 23" E	76.59
L77	S 78° 11' 38" E	85.68
L78	N 83° 24' 11" W	42.54
L79	S 24° 23' 32" E	34.06
L80	S 18° 04' 39" E	78.70
L81	N 82° 09' 40" W	26.47
L82	S 26° 43' 01" W	107.99
L83	S 13° 53' 13" W	84.71
L84	S 20° 06' 37" W	86.21
L85	S 22° 42' 17" W	90.27
L86	S 48° 33' 38" W	93.96
L87	S 51° 48' 05" W	58.47
L88	S 70° 41' 52" W	98.39
L89	S 75° 48' 30" W	82.70
L90	N 82° 22' 12" W	18.57
L91	S 59° 48' 12" W	61.99
L92	S 23° 48' 42" W	31.41
L93	S 21° 34' 58" E	112.96
L94	S 25° 04' 56" E	80.36
L95	S 06° 58' 19" E	51.79
L96	S 47° 18' 54" W	37.10
L97	S 03° 48' 45" E	24.29
L98	S 75° 28' 07" W	70.19
L99	N 63° 15' 30" W	63.09
L100	S 41° 00' 06" E	193.39
L101	S 48° 59' 54" W	100.00
L102	N 87° 15' 41" W	130.57
L103	N 63° 21' 34" W	33.90
L104	N 81° 08' 52" W	154.09
L105	N 39° 33' 00" W	38.53
L106	N 28° 54' 14" W	86.79
L107	N 28° 30' 43" W	101.63
L108	N 32° 36' 46" W	77.00
L109	N 39° 30' 36" W	98.30
L110	N 02° 15' 56" W	56.50
L111	N 39° 36' 59" W	135.27
L112	N 85° 04' 00" W	67.65
L113	N 38° 23' 30" W	64.62
L114	N 64° 16' 04" W	16.33
L115	N 05° 37' 20" W	20.54
L116	N 44° 31' 28" W	62.56
L117	S 23° 42' 54" W	95.95
L118	N 71° 30' 56" W	65.59
L119	N 67° 45' 46" W	71.42
L120	N 47° 09' 12" W	129.61
L121	N 28° 09' 10" W	67.04
L122	N 30° 07' 52" E	66.18
L123	N 41° 27' 39" E	82.62
L124	N 28° 03' 16" E	61.53
L125	N 21° 03' 09" W	47.93
L126	N 17° 13' 11" W	99.26
L127	N 00° 32' 57" E	48.45
L128	N 12° 21' 10" E	151.79
L129	N 23° 46' 35" E	109.94
L130	N 39° 26' 51" E	91.52
L131	N 17° 00' 45" E	45.16
L132	N 34° 56' 26" W	27.03

LINE#	BEARING	DIST.
L133	N 26° 29' 23" W	104.81
L134	S 48° 40' 54" W	30.14
L135	S 38° 34' 51" E	13.88
L136	S 51° 58' 30" W	145.54
L137	N 37° 57' 09" W	16.70
L138	N 37° 56' 18" W	17.87
L139	N 30° 54' 21" W	193.79
L140	S 55° 05' 55" W	58.77
L141	S 72° 04' 54" W	26.78
L142	N 00° 06' 31" W	54.31
L143	N 74° 49' 42" W	43.41
L144	S 44° 47' 41" W	145.43
L145	S 45° 05' 06" E	18.68
L146	S 03° 14' 02" W	84.66
L147	S 05° 12' 38" E	58.35
L148	S 33° 10' 07" E	163.59
L149	N 86° 26' 26" E	126.87
L150	N 76° 15' 46" E	63.89
L151	S 64° 49' 17" E	118.17
L152	S 52° 36' 40" E	63.05
L153	S 45° 16' 16" E	127.88
L154	S 10° 02' 35" E	93.01
L155	S 36° 16' 00" W	28.53
L156	S 20° 23' 46" W	184.90
L157	S 25° 05' 40" W	31.33
L158	S 55° 12' 27" W	19.76
L159	S 18° 42' 59" W	22.23
L160	S 80° 54' 32" E	34.76
L161	S 88° 11' 54" E	77.05
L162	S 89° 29' 03" E	140.11
L163	S 89° 29' 03" E	433.68
L164	N 00° 00' 00" E	131.18
L165	N 45° 00' 00" W	71.68
L166	N 00° 00' 00" E	633.08
L167	N 89° 59' 00" W	445.76
L168	N 00° 27' 46" E	673.19
L169	S 89° 58' 17" E	398.81
L170	N 00° 00' 00" E	753.74
L171	N 90° 00' 00" W	362.43
L172	N 05° 16' 59" W	106.23
L173	N 26° 33' 54" W	135.35
L174	N 47° 32' 44" E	146.69
L175	N 11° 28' 34" E	24.04
L176	N 40° 40' 48" W	82.81
L177	N 90° 00' 00" W	73.87
L178	N 00° 16' 44" E	0.50
L179	N 89° 57' 37" E	670.11
L180	S 00° 08' 32" E	668.06
L181	S 89° 55' 30" E	671.45
L182	S 00° 15' 27" E	669.41
L183	S 00° 44' 42" E	656.38
L184	S 89° 51' 01" E	335.66
L185	S 00° 40' 49" E	656.31
L186	S 00° 29' 10" E	655.63
L187	N 89° 20' 56" E	666.99
L188	N 00° 21' 22" W	652.39
L189	N 89° 50' 49" E	714.94
L190	N 89° 37' 24" E	749.86
L191	N 38° 29' 47" E	22.59
L192	N 38° 29' 47" E	576.34
L193	S 51° 31' 36" E	50.00
L194	S 79° 52' 53" W	95.47
L195	N 69° 59' 50" W	311.61
L196	S 23° 29' 47" W	304.91
L197	S 58° 56' 26" E	509.41
L198	N 00° 00' 00" E	163.29



ACES
NEEDY CREEK ENERGY SERVICES

P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-5855

FLING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

COMMENTS
SHEET 18 OF 20 SHEETS

DATE:
5/28/24

SCALE

DRAWN BY:
JLG

FILENAME:
10JG22053

TANGENT TABLE

LINE#	BEARING	DIST.
L199	N 30°00'00"	W 326.45
L200	N 74°50'28"	E 100.11
L201	N 87°20'49"	W 74.69
L202	N 27°09'24"	W 47.56
L203	S 63°22'25"	W 20.69
L204	S 00°00'00"	E 20.42
L205	N 90°00'00"	W 30.04
L206	S 79°56'22"	W 74.35
L207	N 30°03'16"	W 21.84
L208	S 59°56'44"	W 12.14
L209	S 30°03'16"	E 17.42
L210	S 79°56'22"	W 34.35
L211	N 69°28'35"	W 49.22
L212	S 74°41'50"	W 40.22
L213	S 57°06'40"	E 133.74
L214	S 30°00'00"	E 180.00
L215	S 06°15'02"	E 54.63
L216	S 30°00'00"	E 408.17
L217	S 00°00'00"	E 162.89
L218	N 89°50'42"	W 360.99
L219	S 89°44'07"	W 25.00
L220	N 00°13'59"	W 29.01
L221	N 14°42'28"	W 114.62
L222	N 06°53'49"	W 123.97
L223	N 09°42'37"	E 104.21
L224	N 61°06'48"	E 53.88
L225	N 71°34'02"	E 17.56
L226	N 18°25'51"	W 18.21
L227	N 31°47'40"	W 44.69
L228	S 74°09'08"	W 308.68
L229	S 54°04'10"	W 67.69
L230	N 89°59'58"	W 83.84
L231	N 76°19'21"	E 28.14
L232	S 89°22'47"	E 9.24
L233	N 75°08'23"	E 42.15
L234	N 66°44'45"	E 45.92
L235	N 58°10'56"	E 7.13
L236	N 40°00'00"	E 8.68
L237	N 28°21'12"	E 21.50
L238	N 19°11'06"	E 7.97
L239	N 05°44'49"	E 22.07
L240	N 09°37'03"	E 18.85
L241	N 28°18'59"	E 25.32
L242	N 39°33'24"	E 18.56
L243	N 51°48'12"	E 17.01
L244	N 53°20'03"	E 12.93
L245	N 67°23'56"	E 18.89
L246	N 61°31'34"	E 16.11
L247	N 85°31'20"	E 16.65
L248	S 84°27'04"	E 14.79
L249	S 66°07'30"	E 25.25
L250	S 70°01'08"	E 21.22
L251	S 76°11'40"	E 28.29
L252	S 81°04'45"	E 15.99
L253	S 63°15'14"	E 32.58
L254	S 71°35'23"	E 7.28
L255	S 83°45'15"	E 20.77
L256	N 86°06'18"	E 21.64
L257	S 75°49'09"	E 17.31
L258	S 87°55'16"	E 10.48
L259	N 72°43'50"	E 26.75
L260	N 60°42'21"	E 36.44
L261	N 77°16'53"	E 19.62
L262	N 68°37'24"	E 7.52
L263	N 57°06'15"	E 21.62

LINE#	BEARING	DIST.
L264	N 48°30'29"	E 7.40
L265	N 29°59'26"	E 8.68
L266	N 13°42'55"	E 39.82
L267	N 10°06'24"	E 32.03
L268	N 01°43'31"	W 29.22
L269	N 05°37'39"	W 26.82
L270	N 12°01'53"	W 42.36
L271	N 21°06'43"	W 7.72
L272	N 36°50'10"	W 37.65
L273	N 47°37'33"	W 25.00
L274	N 56°19'26"	W 44.83
L275	N 49°30'53"	W 55.06
L276	N 59°47'57"	W 8.89
L277	N 72°21'36"	W 36.00
L278	N 82°08'10"	W 65.71
L279	S 89°42'01"	W 51.60
L280	N 80°08'53"	W 56.11
L281	N 89°26'00"	W 8.09
L282	S 81°14'14"	W 46.34
L283	S 78°42'25"	W 40.49
L284	S 77°43'02"	W 63.74
L285	S 79°09'43"	W 47.65
L286	S 72°48'44"	W 44.03
L287	S 63°14'34"	W 42.60
L288	S 57°48'39"	W 28.70
L289	S 64°21'00"	W 20.44
L290	S 67°06'48"	W 29.21
L291	S 83°28'20"	W 29.99
L292	S 83°04'31"	W 27.06
L293	S 84°19'19"	W 42.81
L294	S 89°52'10"	W 174.16
L295	N 00°00'19"	E 313.89
L296	N 00°00'19"	E 498.35
L297	N 00°00'31"	E 835.26
L298	N 37°06'36"	W 690.17
L299	N 88°48'31"	W 555.60
L300	S 00°27'57"	W 105.56
L301	S 06°07'41"	W 311.81
L302	S 00°12'16"	E 702.26
L303	S 23°02'00"	E 19.33
L304	S 00°12'16"	E 198.27
L305	S 14°29'10"	W 29.80
L306	S 08°05'57"	W 46.90
L307	N 81°54'04"	W 10.00
L308	S 08°05'57"	W 154.78
L309	S 81°54'04"	E 5.50
L310	S 00°07'03"	W 13.59
L311	N 89°54'54"	W 160.89
L312	S 81°54'03"	E 5.50
L313	N 08°05'57"	E 201.68
L314	N 06°07'41"	E 291.80
L315	N 00°07'03"	E 196.68
L316	S 89°49'36"	W 453.70
L317	N 40°17'32"	W 323.52
L318	N 32°21'38"	W 271.63
L319	N 34°30'31"	W 120.76
L320	N 46°26'37"	W 108.80
L321	S 89°49'14"	W 28.71
L322	S 00°10'31"	E 11.26
L323	S 89°49'29"	W 28.35
L324	S 04°02'58"	E 4.66
L325	S 86°05'06"	W 22.85
L326	N 03°54'54"	W 6.14
L327	S 89°49'29"	W 173.97
L328	N 66°04'53"	W 548.81

LINE#	BEARING	DIST.
L329	N 88°44'55"	E 459.61
L330	N 00°13'41"	E 708.14
L331	N 43°21'56"	E 753.57
L332	N 24°57'02"	W 499.49
L333	S 89°43'25"	W 207.15
L334	N 00°14'57"	E 100.00
L335	N 89°43'25"	E 671.30
L336	N 23°57'49"	E 158.82
L337	S 89°43'24"	W 258.73
L338	N 21°29'36"	W 110.97
L339	N 00°08'24"	E 211.55
L340	S 89°41'25"	W 797.83
L343	N 00°39'25"	W 853.44
L344	N 05°00'31"	E 152.48
L345	S 89°46'01"	W 139.26
L346	S 89°39'24"	W 554.03
L347	S 00°20'32"	E 20.00
L348	S 89°39'28"	W 363.61
L349	S 84°38'15"	W 372.03
L350	S 00°20'32"	E 14.94
L351	S 89°40'22"	W 138.87
L352	S 42°20'36"	W 55.11
L353	S 00°03'00"	W 857.17
L354	N 89°41'19"	E 364.69
L355	S 00°18'35"	E 80.00
L356	S 89°41'25"	W 481.37
L357	S 89°41'15"	W 483.83
L358	S 20°48'24"	E 96.16
L359	N 89°41'25"	E 83.88
L360	S 00°08'24"	W 219.78
L361	S 20°48'24"	E 836.45
L362	S 87°25'27"	E 291.32
L363	N 88°48'53"	E 166.97
L364	N 86°44'00"	E 142.45
L365	N 06°27'19"	W 91.16
L366	N 28°52'42"	E 302.51
L367	N 69°30'43"	E 659.82
L368	N 84°17'43"	E 306.52
L369	N 08°37'23"	E 258.89
L370	N 00°07'43"	W 400.13
L371	N 89°58'50"	E 341.61
L372	S 00°19'24"	E 603.75
L373	N 00°12'21"	W 598.76
L374	N 89°56'46"	E 100.00
L375	S 02°04'12"	E 523.43
L376	N 89°43'40"	E 52.00
L377	S 00°12'21"	E 49.00
L378	N 89°43'41"	E 229.00
L379	S 00°12'25"	E 26.23
L380	S 00°05'18"	E 420.00



P.O.B. 10000
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FILING AREA
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SKETCH OF DESCRIPTION

COMMENTS
SHEET 19 OF 20 SHEETS

DATE:
5/28/24


SCALE

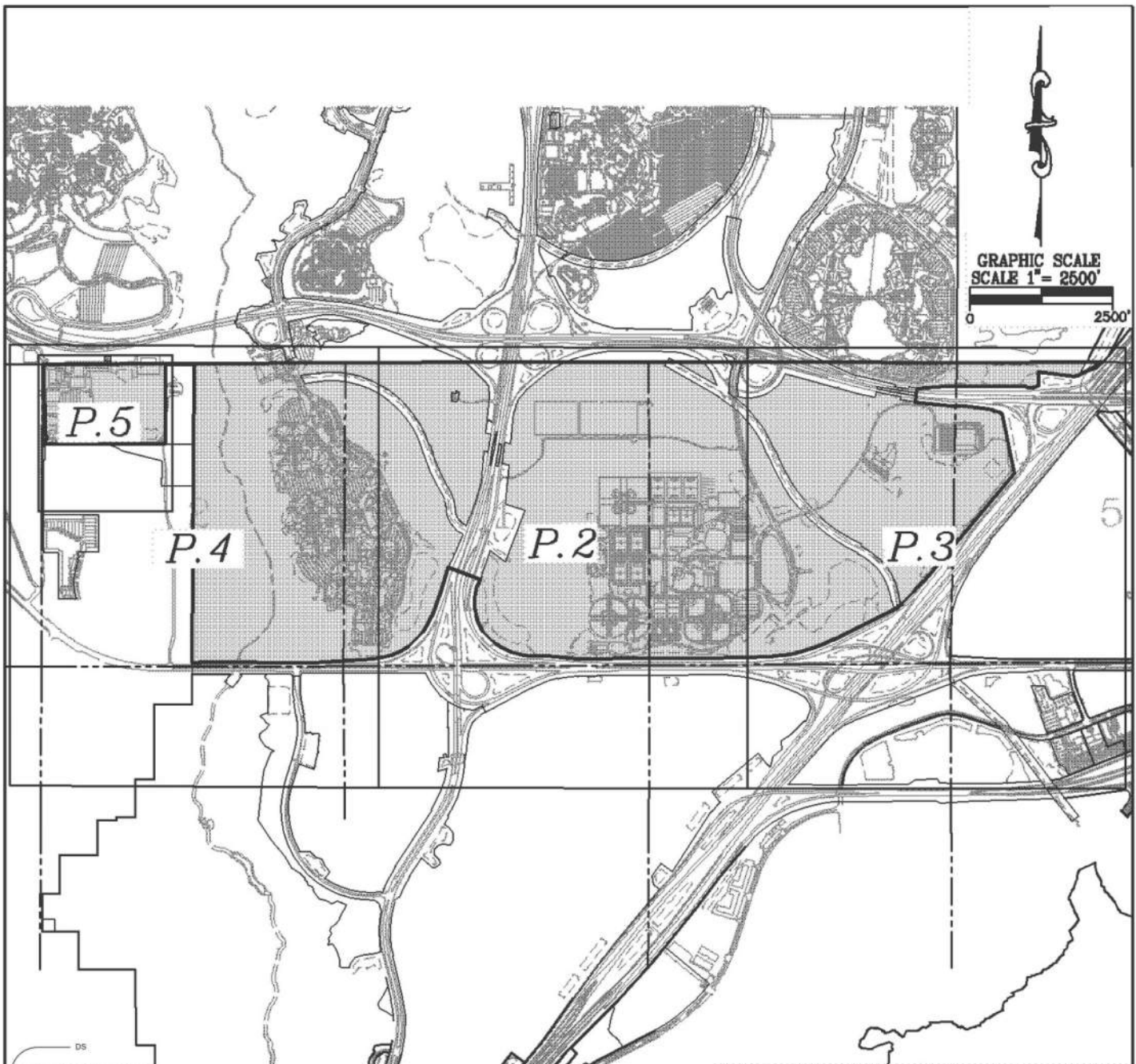
DRAWN BY:
JLG

FILENAME:
10JG22053

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.	CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	545.08	81° 15' 08"	772.99		C57	513.39	13° 13' 42"	118.53	
C2	80.00	128° 43' 50"	179.74		C58	1109.03	07° 17' 21"	141.09	
C3	425.00	23° 29' 59"	174.31		C59	15.00	52° 09' 22"	13.65	
C4	15.00	46° 20' 48"	12.13		C60	1396.50	06° 53' 10"	167.84	N 07° 09' 56"
C5	425.00	16° 33' 54"	122.87		C61	1809.88	37° 37' 38"	1188.59	S 42° 29' 48"
C6	25.00	51° 32' 25"	22.49		C62	2191.83	32° 28' 09"	1242.10	
C7	25.00	40° 55' 45"	17.86		C63	11402.16	00° 29' 43"	98.56	S 65° 33' 17"
C8	25.00	46° 29' 32"	20.29		C64	900.00	02° 31' 40"	39.70	
C9	75.00	30° 06' 13"	39.41		C65	675.00	45° 40' 47"	538.15	
C10	45.00	99° 54' 55"	78.47		C66	825.00	98° 34' 08"	1419.29	
C11	250.00	55° 31' 16"	242.26		C67	500.84	22° 53' 21"	200.08	
C12	125.00	59° 41' 01"	130.21		C68	48.00	47° 40' 00"	39.93	N 29° 07' 51"
C13	676.49	29° 43' 07"	350.89	N 50° 17' 44"	C69	650.84	22° 53' 21"	260.00	
C14	399.38	09° 53' 41"	68.97	N 79° 13' 56"	C70	675.00	98° 34' 08"	1161.24	
C15	137.63	14° 21' 49"	34.50		C71	825.00	45° 40' 47"	657.74	
C16	344.38	04° 15' 11"	25.56	S 86° 02' 20"	C72	25.00	16° 36' 26"	7.25	
C17	132.00	26° 04' 01"	60.05		C73	25.00	51° 24' 11"	22.43	
C18	184.37	31° 44' 00"	102.11	S 49° 44' 21"	C74	50.00	106° 48' 50"	93.21	N 80° 45' 36"
C19	679.36	08° 51' 48"	105.09		C75	436.00	15° 56' 47"	121.35	S 58° 12' 21"
C20	437.18	18° 37' 07"	142.06		C76	514.00	20° 05' 00"	180.17	
C21	395.25	18° 13' 39"	125.74		C77	315.00	35° 55' 53"	197.54	
C22	645.09	03° 21' 33"	37.82		C78	381.00	34° 07' 58"	226.97	
C23	223.65	59° 02' 33"	230.47		C79	384.88	34° 00' 28"	228.44	
C24	25.00	64° 33' 48"	28.17	S 49° 58' 05"	C80	185.00	35° 39' 45"	115.15	
C25	25.00	25° 14' 16"	11.01		C81	47.00	130° 32' 06"	107.08	
C26	1010.00	07° 58' 42"	140.64	S 11° 48' 22"	C82	50.00	83° 36' 01"	72.95	
C27	25.00	87° 13' 52"	38.06	N 03° 49' 41"	C83	188.00	27° 45' 45"	91.10	
C28	221.37	29° 07' 38"	112.54		C84	2204.09	07° 27' 37"	286.99	N 29° 38' 58"
C29	132.76	48° 16' 12"	111.85		C85	808.57	09° 35' 40"	135.40	N 38° 37' 50"
C30	234.18	14° 51' 36"	60.74	N 64° 15' 37"	C86	1010.00	02° 00' 23"	35.37	S 05° 42' 00"
C31	25.00	115° 40' 49"	50.48	S 17° 50' 29"	C87	899.35	05° 39' 43"	88.87	
C32	25.00	54° 17' 13"	23.69		C88	2004.50	06° 19' 57"	221.54	
C33	25.00	79° 16' 52"	34.59		C89	2162.49	07° 53' 08"	297.62	S 00° 12' 49"
C34	25.00	41° 16' 24"	18.01		C90	1175.00	07° 00' 25"	143.70	S 08° 05' 57"
C35	1505.50	37° 08' 46"	976.05	S 03° 51' 20"	C91	1025.00	10° 07' 39"	181.18	N 18° 13' 36"
C36	25.00	37° 14' 40"	16.25		C92	2013.49	08° 18' 12"	291.80	
C37	25.00	46° 40' 29"	20.37		C93	2153.50	06° 19' 57"	238.01	
C38	25.00	58° 38' 45"	25.59		C94	934.00	01° 05' 30"	17.79	
C39	25.00	84° 46' 10"	36.99		C95	2158.53	24° 05' 38"	907.70	
C40	25.00	58° 17' 03"	25.43		C96	2832.01	04° 49' 44"	238.69	N 19° 16' 05"
C41	7.86	78° 20' 37"	10.75	N 28° 56' 03"	C97	2829.41	01° 55' 19"	94.91	N 41° 26' 37"
C42	19.64	36° 52' 37"	12.64		C98	802.00	65° 19' 49"	914.46	
C43	3.95	74° 25' 35"	5.13		C99	2750.09	04° 43' 07"	226.49	S 33° 16' 29"
C44	1080.42	20° 21' 16"	383.82	N 48° 06' 54"	C100	2894.93	08° 15' 21"	417.14	N 82° 01' 15"
C45	762.70	08° 52' 54"	118.23	S 63° 58' 49"	C101	3241.05	05° 37' 30"	318.19	N 00° 36' 59"
C46	160.82	19° 16' 01"	54.08		C102	357.62	23° 38' 08"	147.53	S 66° 08' 04"
C47	159.35	36° 15' 00"	100.82		C103	250.01	90° 21' 35"	394.28	
C48	158.03	21° 54' 44"	60.44		C104	350.02	72° 08' 18"	440.69	N 70° 50' 15"
C49	52.89	104° 26' 29"	96.41	S 75° 27' 00"	C105	3721.85	03° 53' 37"	252.93	S 16° 54' 47"
C50	1125.00	27° 57' 29"	548.95		C106	546.86	46° 21' 00"	442.39	
C51	492.00	26° 59' 13"	231.74						
C52	25.00	35° 13' 41"	15.37						
C53	25.00	46° 18' 35"	20.21						
C54	25.00	33° 58' 13"	14.82	S 21° 14' 14"					
C55	1908.34	22° 05' 51"	736.00	S 75° 17' 36"					
C56	950.92	14° 29' 06"	240.40						

 <p>ACES BERRY CREEK ENERGY SERVICES</p>	<p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	<p>FILING AREA OVERALL</p>	<p>DATE: 5/28/24</p>
		<p>PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY</p>	<p>SCALE</p>
		<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
		<p>COMMENTS SHEET 20 OF 20 SHEETS</p>	<p>FILENAME: 10JG22053</p>



GRAPHIC SCALE
SCALE 1" = 2500'

5




Digitally signed by:
Jeff Green
5/30/2024

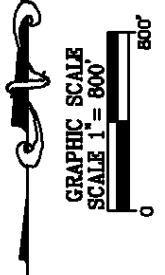
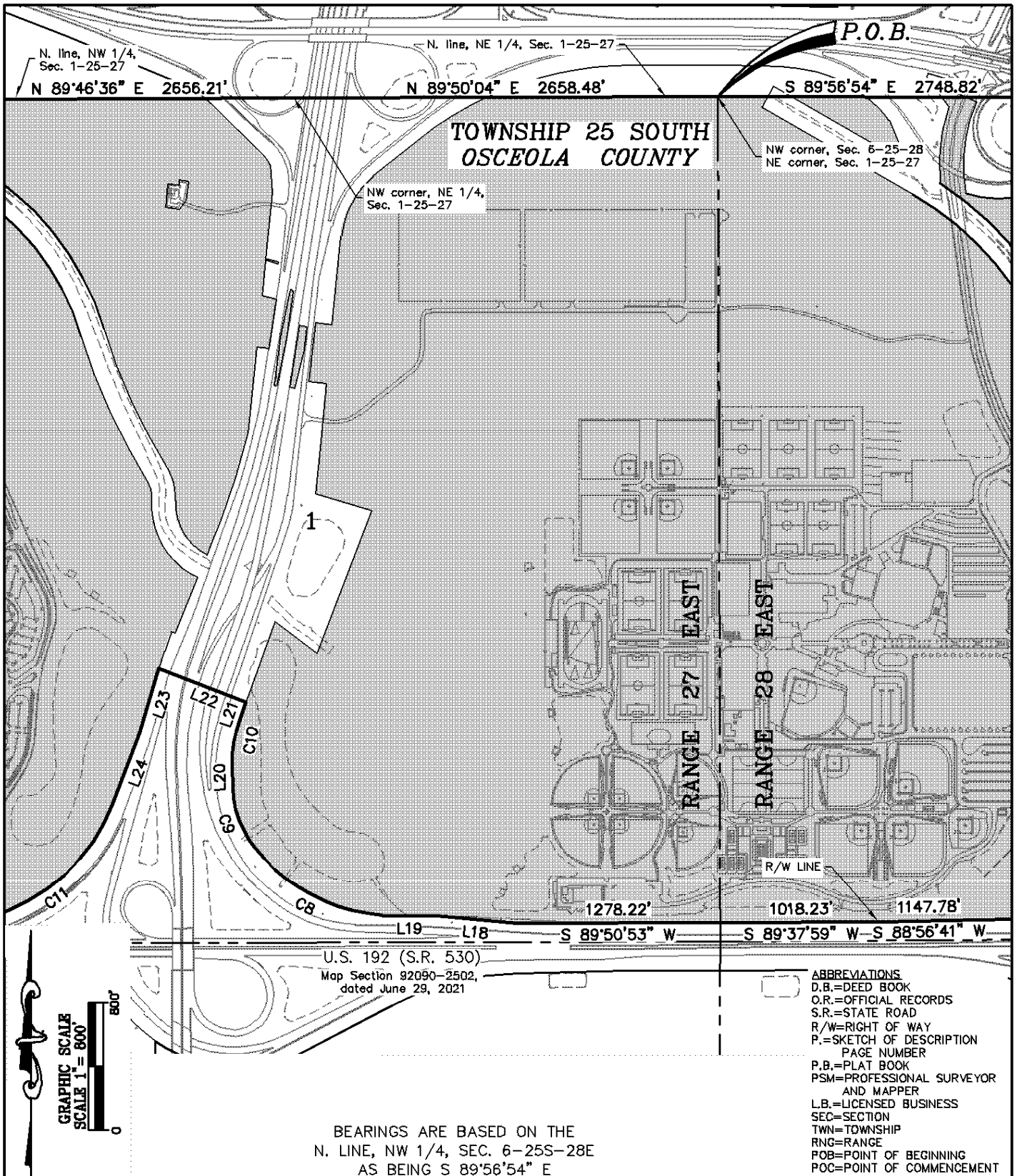
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Reedy Creek Energy Services, LB 7714
5300 Center Drive, Bay Lake, Florida 32830-1000

- ABBREVIATIONS**
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.=SKETCH OF DESCRIPTION
 PAGE NUMBER
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 "THIS IS NOT A BOUNDARY SURVEY"

 <p>RCES REEDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	<p>FILING AREA OVERALL</p>	<p>DATE: 5/30/24</p>
	<p>PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY</p>	<p>SCALE</p>
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLGC</p>
	<p>COMMENTS SHEET 1 OF 6 SHEETS</p>	<p>FILENAME: 10JG24017</p>



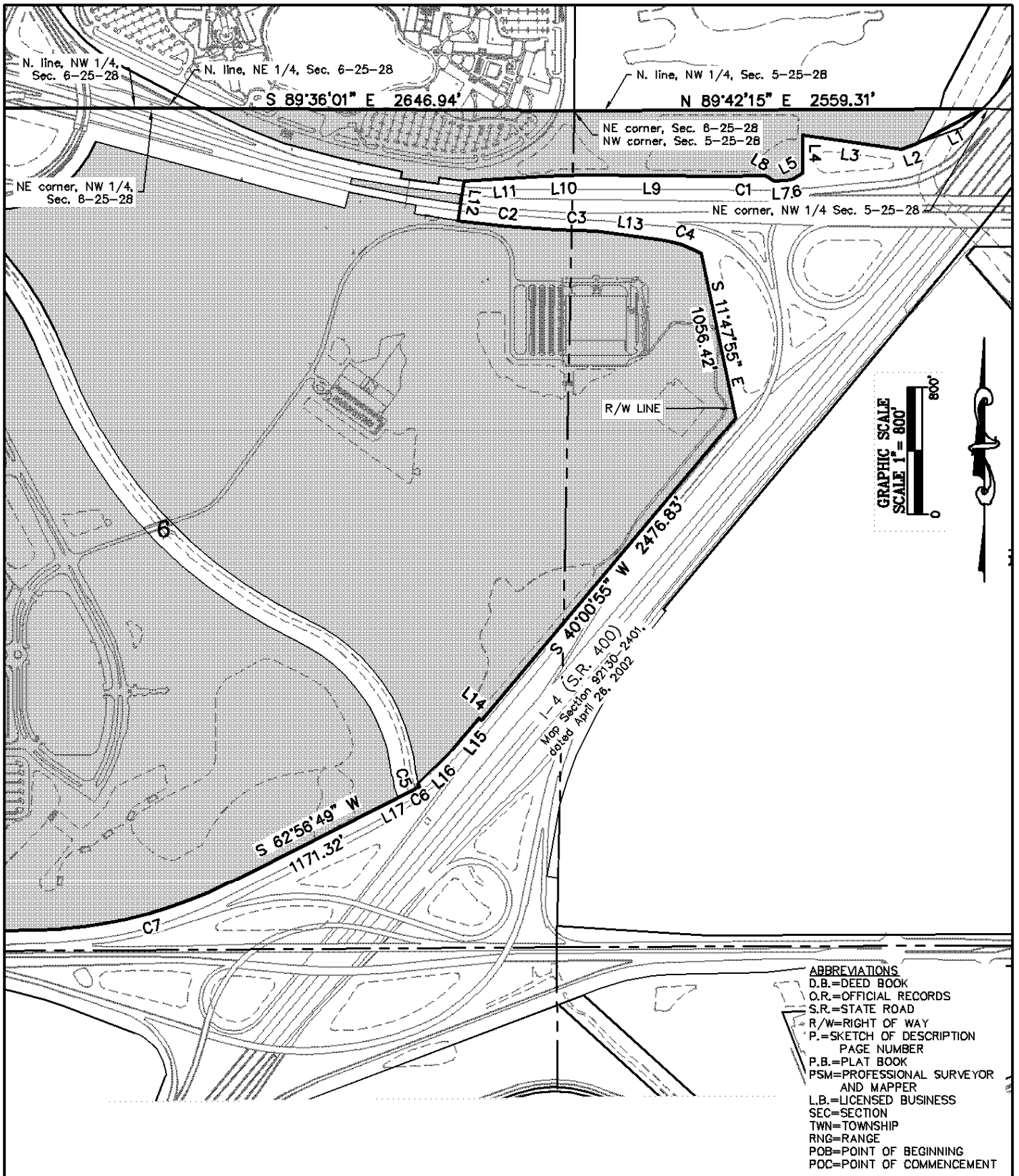
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BEARINGS ARE BASED ON THE
 N. LINE, NW 1/4, SEC. 6-25S-28E
 AS BEING S 89°56'54" E



P.O.B. 10000
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FILING AREA OVERALL	DATE 5/30/24
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 800'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 2 OF 6 SHEETS	FILENAME: 10JG24017

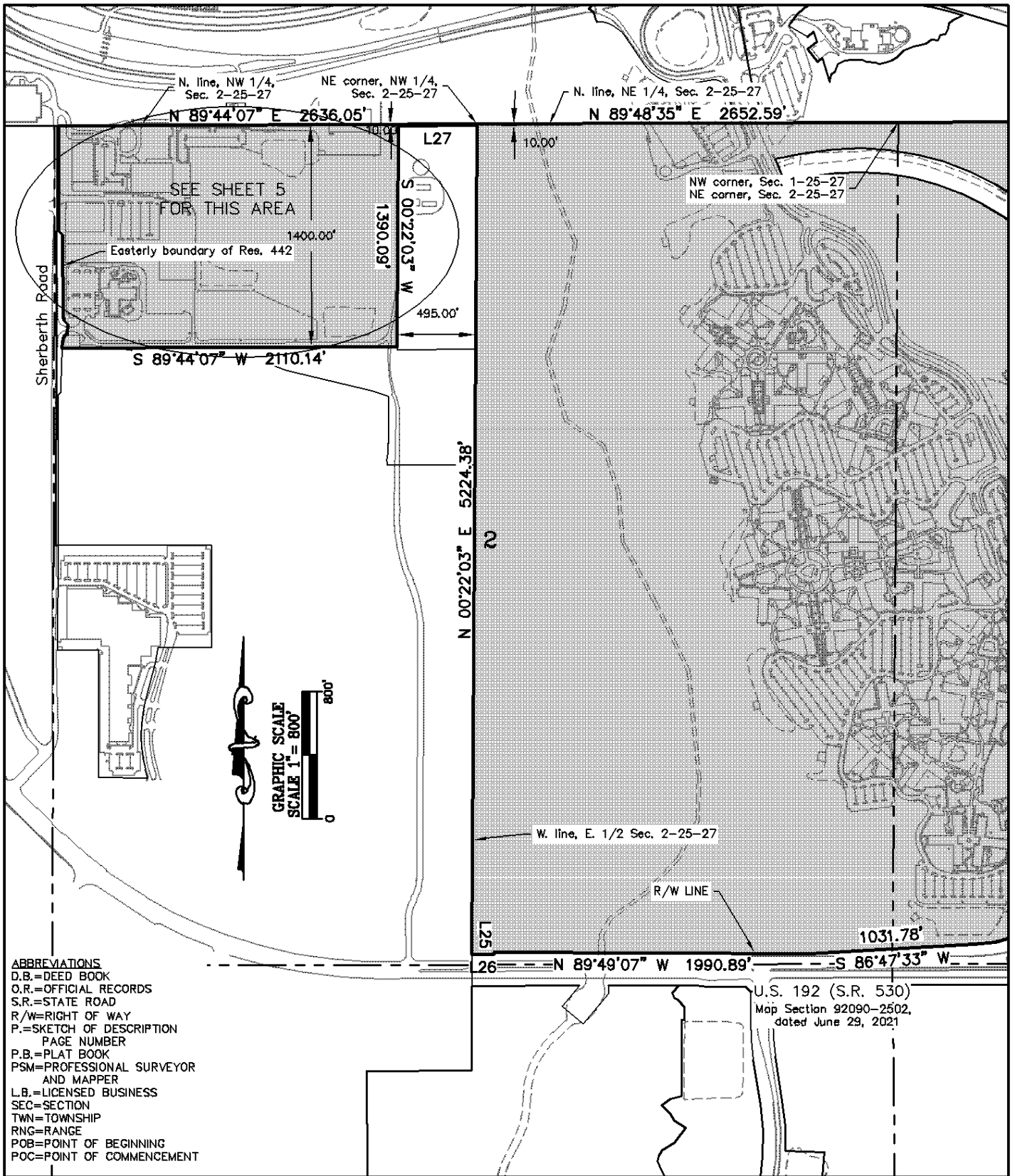


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FILING AREA OVERALL	DATE 5/30/24
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 800'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 3 OF 6 SHEETS	FILENAME: 10JG24017



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FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

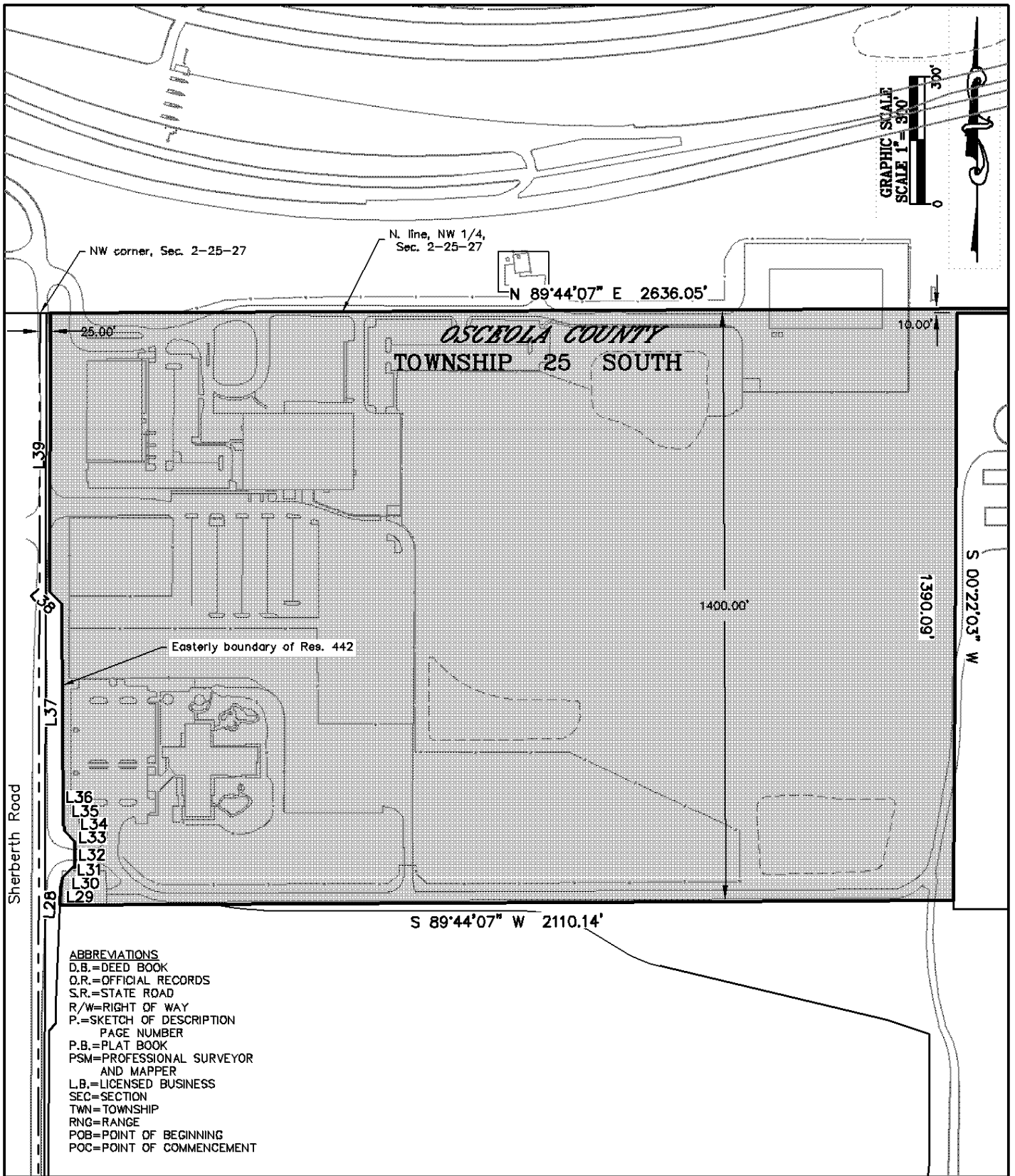
COMMENTS
SHEET 4 OF 6 SHEETS

DATE:
5/30/24

SCALE
1" = 800'

DRAWN BY:
JLG

FILENAME:
10JG24017



- ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.=SKETCH OF DESCRIPTION
 PAGE NUMBER
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

RCES
 RENEWABLE ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855


FILING AREA OVERALL	DATE: 5/30/24
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 300'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 5 OF 6 SHEETS	FILENAME: 10JG24017

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 62° 05' 19" W	468.81
L2	S 70° 23' 47" W	98.39
L3	N 81° 47' 43" W	625.98
L4	S 00° 02' 43" E	239.96
L5	S 58° 35' 21" W	67.98
L6	S 77° 17' 07" W	43.72
L7	S 86° 50' 58" W	76.61
L8	N 59° 44' 26" W	62.58
L9	N 89° 17' 35" W	850.53
L10	S 88° 24' 30" W	258.73
L11	S 86° 07' 19" W	497.40
L12	S 08° 13' 36" W	250.03
L13	S 81° 55' 50" E	407.64
L14	N 49° 59' 05" W	20.00
L15	S 40° 00' 55" W	264.32
L16	S 45° 34' 27" W	302.53
L17	S 62° 56' 53" W	101.27
L18	N 84° 26' 30" W	502.53
L19	S 89° 50' 53" W	344.87
L20	N 01° 42' 25" W	132.33
L21	N 19° 44' 27" E	121.10
L22	N 68° 56' 02" W	586.26
L23	S 16° 38' 03" W	417.94
L24	S 20° 44' 32" W	476.40
L25	S 00° 06' 02" E	10.00
L26	S 89° 53' 43" W	141.45
L27	S 89° 44' 07" W	495.03
L28	N 02° 17' 23" E	40.72
L29	N 18° 56' 28" E	11.18
L30	N 00° 08' 32" E	14.20
L31	N 45° 08' 32" E	35.36
L32	S 89° 51' 28" E	4.49
L33	N 00° 08' 32" E	60.00
L34	N 44° 51' 28" W	35.36
L35	N 00° 08' 32" E	10.44
L36	N 44° 51' 28" W	4.24
L37	N 00° 17' 43" W	522.80
L38	N 44° 51' 28" W	39.61
L39	N 00° 08' 32" E	660.14

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	5612.03	02° 56' 08"	287.53	S 87° 46' 51" W
C2	7586.88	04° 38' 22"	614.33	S 82° 33' 14" E
C3	7666.44	01° 54' 58"	256.38	S 89° 07' 11" E
C4	665.97	23° 00' 10"	267.37	S 83° 01' 50" E
C5	324.96	03° 20' 34"	18.96	S 17° 05' 51" E
C6	1835.82	01° 32' 29"	49.38	S 62° 37' 18" W
C7	2774.79	22° 55' 22"	1110.13	
C8	1135.00	47° 01' 19"	931.48	N 85° 20' 07" W
C9	645.69	36° 36' 23"	412.53	
C10	785.48	21° 26' 52"	294.03	
C11	1183.24	66° 03' 02"	1364.04	

 <p>RCES HEENTY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 5/30/24
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLC
	COMMENTS SHEET 6 OF 6 SHEETS	FILENAME: 10JG24017

**Central Florida Tourism Oversight District
Board of Supervisors
Closed-Door Meeting**

On Wednesday, June 12, 2024 at 7:30 p.m. or soon thereafter as the progression of the Board's regular meeting permits, pursuant to Section 286.011(8), Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District will commence a public meeting and then meet in an Attorney/Client Executive Closed Session to discuss strategy and settlement negotiations related to litigation expenditures in the following cases:

- *Walt Disney Parks and Resorts U.S., Inc. v. DeSantis, et. al.*, N.D. Fla. Case No. 4:23-cv-00163-MW-MJF (On appeal to the Eleventh Circuit of the United States Court of Appeals)

The persons in attendance at the closed-door meeting will be Board of Supervisor members, Vice-Chair - Charbel Barakat, Brian Aungst, Jr., Ron Peri, Bridget Ziegler and Craig Mateer; District Administrator – Stephanie Kopelousos; District Counsel Rich Komando, Acting General Counsel Daniel Langley and A. Kurt Ardaman; litigation counsel Paul Huck, Jason Gonzalez and David Thompson. The closed-door meeting will be held at 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830.