



AGENDA

December 18, 2024
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
December 18, 2024
10:30 a.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SAFETY MINUTE**
- 5. PUBLIC COMMENT PERIOD**
- 6. CONSENT AGENDA**
 - 6.1** November 20, 2024 Meeting Minutes
 - 6.2** Non-Exclusive temporary easement with subsequent permanent easement with Walt Disney Parks & Resorts U.S., Inc. for underground communication lines and associated underground facilities
 - 6.3** Non-Exclusive temporary easement with subsequent permanent easement with Peoples Gas System, Inc. for underground gas utility lines and associated underground facilities
- 7. REPORTS**
 - 7.1 Management Report**
- 8. GENERAL BUSINESS**
 - 8.1** Approve re-award of Bid #C006399 for tank wagon fueling services to Palmdale Oil Company LLC. with an estimated expenditure of \$3,596,487
 - 8.2** Approve award of three-year contract for ongoing maintenance and repair of solid waste trucks and equipment to Fleet Management Holdings, LLC with an approximate expenditure of \$1,900,000
 - 8.3** Approve award of three-year continuing service contracts to Gulfcoast Utility Constructors Inc., Prime Construction Group Inc., and Southland Construction Inc., for underground utilities construction services

- 8.4 Approve award of three-year continuing service agreements to the six (6) top-ranked and selected firms for construction engineering and inspection/materials testing services

9. OTHER BUSINESS

- 9.1 Presentation on the Comprehensive Plan
- 9.2 Discussion of Board Meeting dates for 2025

10. ADJOURN

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.2**

Board Meeting Date: 12/18/2024

Subject: Non-exclusive Temporary Easement w/Permanent Easement – Walt Disney Parks & Resorts
U.S., Incorporated

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #6.2 Non-exclusive temporary easement with permanent easement with Walt Disney Parks & Resorts U.S., Inc.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Walt Disney Parks & Resorts U.S., Inc. is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connecting to existing infrastructure of Walt Disney Parks & Resorts U.S., Inc. that currently is present in the district's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Walt Disney Parks & Resorts U.S., Inc. sole cost and expense.

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **October 31, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) after completion of any repair or replacement work with respect to the permitted use of the

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

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

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

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

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

date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or

conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

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

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

If to Grantor:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: District Administrator
With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
If to Grantee:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive, Post Office Box 10000 Lake Buena Vista, Florida 32839 Attn: Chief Counsel – Legal Department

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

S. C. Kopelousos, District Administrator

_____ (Signature)

Dated: _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

WALT DISNEY PARKS AND RESORTS U.S., INC.
a Florida corporation

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Temporary Easement Area

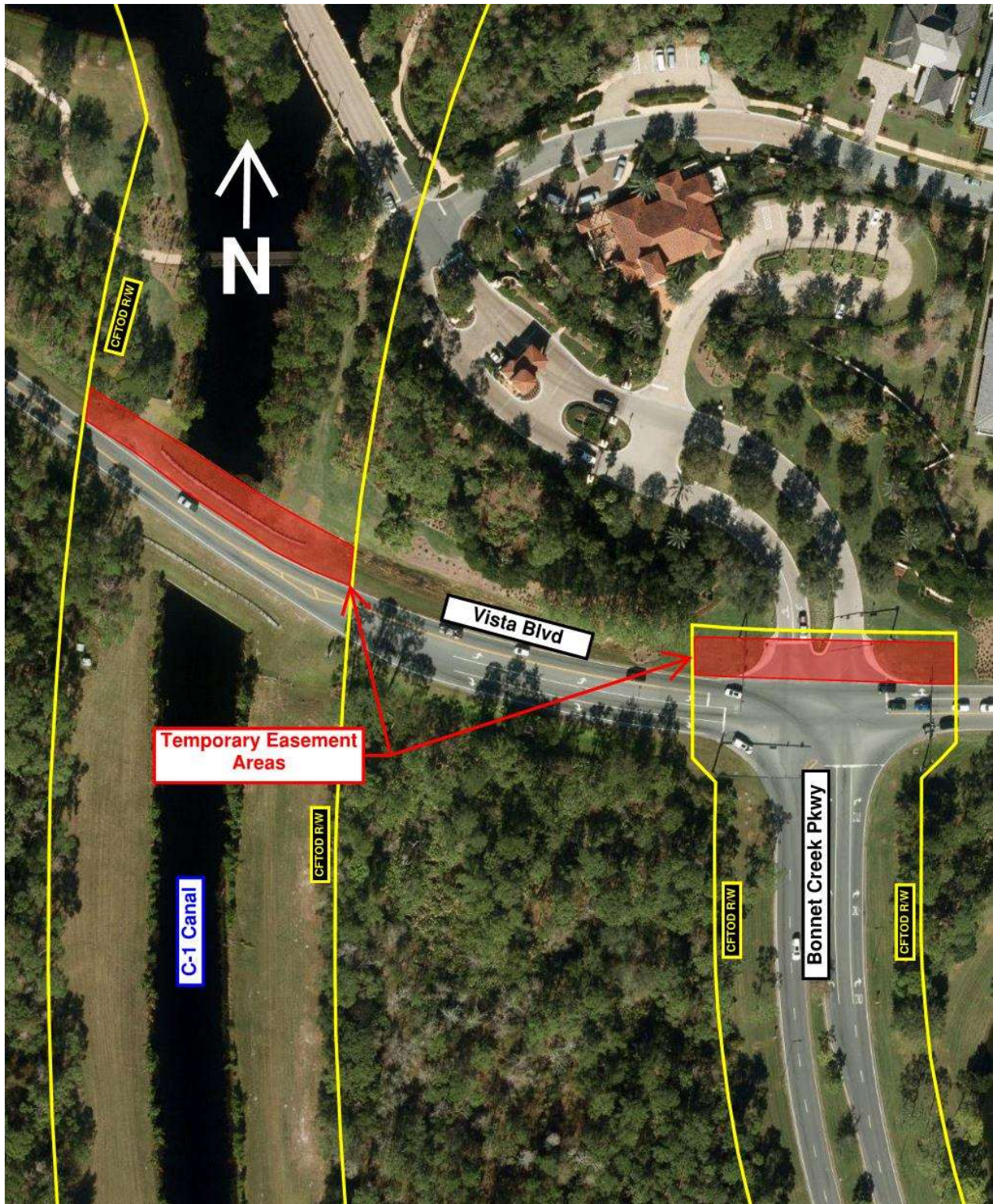


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or

contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee Date

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

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Grantee**").

WITNESSETH:

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

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

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

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

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

Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

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

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

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

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

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

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

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as

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

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

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

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Walt Disney Parks And Resorts U. S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32839
Attn: Chief Counsel – Legal Department

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S. C. Kopelousos, District Administrator

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

WALT DISNEY PARKS AND RESORTS U.S., INC.
a Florida corporation

_____ (Signature)

_____ (Print Name)

_____ (Address)

_____ (Signature)

_____ (Print Name)

_____ (Address)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.3**

Board Meeting Date: 12/18/2024

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

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #6.3 Non-exclusive temporary easement with permanent easement with Peoples Gas System, Inc.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Peoples Gas System, Inc. is requesting permission to construct and install underground gas utility lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connected to the existing infrastructure of Peoples Gas System, Inc., that currently is present on District's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant third party use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Peoples Gas System, Inc. sole cost and expense.

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Facilities in accordance with Section 3 hereof, or (ii) **September 30, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Peoples Gas System, Inc.
702 N. Franklin Street
Tampa, Florida 33602
Facsimile: (813) 228-1527

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

S. C. Kopelousos, District Administrator

_____ (Signature)

Dated: _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

PEOPLES GAS SYSTEM, INC.,
a Florida corporation

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Area



EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

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

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

15. Special Instructions:

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

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

PRINT NAME
Contact number (____)_____

Submitted By: _____
 Printed Name of Permittee Date

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

 Signature of Permittee

Approved by: _____
 CFTOD Engineer or Authorized Representative Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantee: _____

Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)
S. C. Kopelousos, District Administrator

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 8.1**

Board Meeting Date: 12/18/2024

Subject: Re-award of contract for Tank Wagon Fueling Services

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 re-award of Bid# C006399 for tank wagon fueling services to Palmdale Oil Company LLC. with an estimated expenditure of \$3,596,487

RELEVANT STRATEGIC GOALS: Operational Efficiency

PROOF OF PUBLICATION: Bid released: 08/09/2023

BACKGROUND:

The Solid Waste department has a total of thirty-seven (37) vehicles (e.g. rear loaders, front loaders, semis, roll offs, pickups, service trucks, and box trucks) and equipment (e.g. loaders, skid steers, forklifts, trailers, and yard dogs) used to provide solid waste collection and disposal and recycling services to customers within the District. Each night these vehicles must be refueled for the 365 days per year operation of moving approximately 130,000 tons of waste annually for the District’s customers.

Additionally, the District operates and maintains sixty-two (62) emergency generators, which are required to be re-fueled semi-annually. The refueling vendor will also service the tanks at the Fleet Department.

FINDINGS AND CONCLUSIONS:

On August 24, 2023, Invitation to Bid # C006399 was released as a bid for the fueling service needs of the District’s diesel vehicles and generators. On November 15, 2023, Agenda Item 8.1(J) was approved by the Board of Supervisors for the fueling service contract to Lynch Fuel Company LLC. However, after approximately ten months and due to contract deficiencies with services provided, both parties mutually decided to terminate the agreement.

The bid for re-award to Palmdale Oil Company LLC still provides significant cost savings to the District.

Two (2) bids were received as follows:

Vendor	Location	Original Bid Amount	Best and Final Offer
*Lynch Fuel Company LLC	Bow, NH	\$4,219,807.96	\$3,425,964.07
Palmdale Oil Company LLC	Fort Pierce, FL	\$4,278,030.36	\$3,596,486.52

*Terminated for convenience

The Utilities Services division is requesting approval of the re-award to Palmdale Oil Company LLC. for the tank wagon fueling service for the period of **January 1, 2025** through **December 31, 2027**.

FISCAL IMPACT:

Funding for this contract will be budgeted annually as an operating expense for the solid waste utility as follows:

Contract Pricing Schedule		
Accounting Line 335-107-5305500-000 (gas, oil, & accessories)		
YR	Term	Est. Annual Cost
1	January 1, 2025 – December 31, 2025	\$1,198,031.34
2	January 1, 2026 - December 31, 2026	\$1,198,814.21
3	January 1, 2027 – December 31, 2027	\$1,199,640.97
Estimated Total		\$3,596,486.52

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 – Palmdale Oil Company LLC. (PDF)
- Palmdale Oil Company LLC. Submitted Bid

Central Florida Tourism Oversight District
Notices: 10450 Turkey Lake Road, Box # 690519
Orlando, Florida 32869

SERVICES AGREEMENT CHANGE ORDER

PROJECT: **Tank Wagon Fueling-Bridge Contract**

DATE: December 18, 2024

TO: Palmdale Oil Company LLC
 7111 Fairway Drive
 Palm Beach Gardens, Florida 33418

CONTRACT NO.: **C006666**

AMENDMENT NO.: **1**

Pursuant to the Services Agreement dated September 17, 2024, the Contractor agrees to perform the Changed Services described below for a fee to be computed in the manner set out below or in accordance with Article 3 of the Agreement.

Contract Status:

1. Original Contract Sum	\$345,000.00
2. Contract Sum will be increased with this Amendment No. 1	\$3,596,487.00
3. Adjusted Contract Sum including this Amendment	\$3,941,487.00
4. Original Contract Time	December 31, 2024
5. Total Days of Extension Granted by this Amendment No. 1	1003 days
6. Adjusted Contract Time including this Amendment	September 30, 2027

Description of Changed Services:

- *Section 3 – Basis for Compensation and Payments, in the Agreement is replaced with the following:*
 - a. Provided Contractor strictly performs all of its obligations under the Agreement, and subject only to additions and deductions by Changed Service Authorization as set forth in Article 6, the Owner shall pay to Contractor for its Services as set forth in Article 2, Fixed Fees based on the pricing defined below.

Reedy Creek Energy Services (“RCES”) Fueling							
Diesel Fuel (Markup on Daily OPIS Orlando Terminal)							
Item	Product	Unit	Est Qty	YEAR 1 (09/16/24- 09/30/24)	YEAR 1 (10/01/24- 09/30/25)	YEAR 2 (10/01/25- 09/30/26)	YEAR 3 (10/01/26- 09/30/27)
1	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gal	133,244	+\$0.35	+\$0.35	+\$0.35	+\$0.40
2	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gal	36,175	+\$0.55	+\$0.55	+\$0.55	+\$0.55
Diesel Exhaust Fluid (“DEF”), Hydraulic Fluid, and Motor Oil Pricing (Unit Pricing)							
Diesel Exhaust Fluid							
3	Diesel Exhaust Fluid (“DEF”) that meets ISO 22241-1 standards	Gal	4,600	\$4.25	\$4.38	\$4.51	\$4.64
Hydraulic Fluid and Motor Oil							
4	Shell® Hydraulic S2 Oil AW 68/01 <i>(or comparable product approved by RCES)</i>	Gal	231	\$9.63	\$9.82	\$10.20	\$10.58
5	Shell Rotella® T5 10W30 CK4/01 <i>(or comparable product approved by RCES)</i>	Gal	371	\$12.50	\$12.88	\$13.26	\$13.61
Miscellaneous Ad-Hoc Items (Percent Markup Pricing on Wholesale Price)							
6	Shell Rotella® ELC AF 50-50 <i>(55 Gallon Drum)</i>	Drum	1	+ 30%	+ 30%	+ 30%	+ 30%
7	Shell® T2 Heavy Duty 15W40 CK4/01	Gal	215	+ 25%	+ 25%	+ 25%	+ 25%
8	FormulaShell® SAE 10W-40 <i>(55 Gallon Drum)</i>	Drum	4	+ 25%	+ 25%	+ 25%	+ 25%
Will Call Services for Off-Road Equip. (Diesel Fuel Markup Pricing- OPIS Orlando Terminal)							
9	Ultra Low Sulfur No. 2 Dyed Diesel Fuel <i>(requested as-needed)</i>	Gal	148,424	+\$0.55	+\$0.55	+\$0.55	+\$0.55

District Fleet Fueling						
Diesel Fuel (Markup on Daily OPIS Orlando Terminal)						
Item	Product	Unit	Est Qty	YEAR 1 (01/01/25- 09/30/25)	YEAR 2 (10/01/25- 09/30/26)	YEAR 3 (10/01/26- 09/30/27)
10	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gal	8,000	+ \$0.35	+ \$0.35	+ \$0.40
11	Regular Unleaded, 87 octane	Gal	500	+ \$0.40	+ \$0.40	+ \$0.40
Diesel Exhaust Fluid (“DEF”), Hydraulic Fluid, and Motor Oil Pricing (Unit Pricing)						
12	Diesel Exhaust Fluid (“DEF”) that meets ISO 22241-1 standards (2.5 Gallon)	2.5 Gallon	40	\$16.00	\$16.00	\$16.00
Miscellaneous Ad-Hoc Items (Percent Markup Pricing on Wholesale Price)						
13	Shell Rotella® Heavy Duty Oil 15W40 (55 Gallon Drum)	Drum	2	+ 25%	+ 25%	+ 25%
14	Shell Rotella® Heavy Duty Oil 15W40 (Gallon Case)	Gallon Case	6	+ 25%	+ 25%	+ 25%
15	Shell Rotella® Heavy Duty Oil 15W40 (Quart Case)	Quart Case	6	+ 25%	+ 25%	+ 25%

- i. Fuel Markup Pricing (Items 1, 2, 9, 10, and 11): Pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges. This Diesel Fuel Markup Pricing will be added to the “base price” defined as the current Oil Price Information Service (“OPIS”) average, unbranded price per gallon for the Gulf Waterborne Delivered Spot – Orlando Terminal. The Contractor will increase or decrease the price per gallon daily based upon the current OPIS price. The Contractor will provide the OPIS report when requested.
 - ii. Diesel Exhaust Fluid (“DEF”), Hydraulic Fluid, and Motor Oil Pricing (Items 3, 4, 5, and 12): Unit pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges on unit pricing provided.
 - iii. Miscellaneous Ad-Hoc Items Markup Pricing (Items 6, 7, 8, 13, 14, and 15): Pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges. This percent markup is applied to the Contractor’s wholesale cost.
 - iv. Quantities: Estimated quantities provided are based on one (1) year of historical spending with the current and anticipated future fuel service. The estimated quantities furnished are annual approximates only, not guaranteed minimums. The Owner reserves the right to purchase any, all, or none of its requirements from Contractor.
- b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.
- c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make equal monthly payments to the Contractor on account of the maximum limiting amount. Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.
- d. Contractor shall be compensated for any Services beyond those set forth in Article 2, in such an amount as the parties shall mutually agree in advance, such amount to be added to the maximum limiting amount and invoiced and paid in accordance with the terms of Paragraphs b and c above; provided, however, that Contractor shall not be entitled to compensation for such Services unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 6 of this Agreement.
- e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement. In such event Owner shall be entitled to a proportionate reduction to the maximum limiting amount.

f. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

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

g. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

- *Section 1. Scope of Services for Tank Wagon Fueling from Exhibit A – Scope of Services, is replaced with the following:*

SECTION 1. SCOPE OF SERVICES FOR TANK WAGON FUELING

1.1 Contractor shall provide Tank Wagon Fueling services for Reedy Creek Energy Services (“RCES”) diesel trucks, loaders, and forklifts which includes onsite delivery and/or fueling of undyed (clear) ultra-low sulfur No. 2 diesel fuel and diesel exhaust fluid (“DEF”) that meets ISO 22241-1 standards; bulk orders to refill 275 gallon tanks with Shell Rotella® T5 10W30 CK4/01; and Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES, for vehicles listed below; along with refilling generator(s) with dyed, off-road diesel fuel.

1.2 RCES VEHICLE LIST FOR TANK WAGON FUELING:

Vehicle and Location Table				
Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
7508	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
10199	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
10471	Diesel Truck	Food Waste Transfer Station 2010 South Service Lane	X	
10495	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
10643	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
10890	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
11147	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
11148	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
11171	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
RC110	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	
85983	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
86350	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC118	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X

Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
RC128	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC129	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC130	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC139	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC140	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC142	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC144	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC149	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC150	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC160	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC161	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC162	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC172	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC173	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC174	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC175	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
RC176	Diesel Truck	Solid Waste Transfer Station 2264 South Service Lane	X	X
Cat 930	Diesel Loader	Solid Waste Transfer Station 2264 South Service Lane	X	X
Cat 950M	Diesel Loader	Recycle Material Handling Facility 2300 Recycle Way	X	X
Cat 950	Diesel Loader	Food Waste Transfer Station 2010 South Service Lane <i>(this loader can be at another facility)</i>	X	
John Deere 84807	Diesel Loader	Solid Waste Transfer Station 2264 South Service Lane	X	
Yale 84805	Forklift	Recycle Material Handling Facility 2300 Recycle Way	X	X
Yale 85981	Forklift	Recycle Material Handling Facility 2300 Recycle Way	X	X
Piggy Back 81747	Forklift	Solid Waste Transfer Station 2264 South Service Lane	X	
Piggy Back 81748	Forklift	Solid Waste Transfer Station 2264 South Service Lane	X	
TICO 86609	Yard Dog	Recycle Material Handling Facility 2300 Recycle Way	X	X
TICO 30985	Yard Dog	Solid Waste Transfer Station 2264 South Service Lane	X	X
Bobcat 83647	Skid Loader	Solid Waste Transfer Station 2264 South Service Lane	X	

1.3 GENERATOR LIST FOR TANK WAGON FUELING:

Generator Description	Model Number	Name of Facility and Location	Tank Size	Dyed Ultra-Low Sulfur No. 2 Diesel Fuel
WhisperWatt Diesel Power AC Generator	DCA – 125SSIU4F	South Service Area Operations Bldg 2151 South Service Lane	169 gallons	X

1.4 SERVICE SCHEDULE FOR TANK WAGON FUELING:

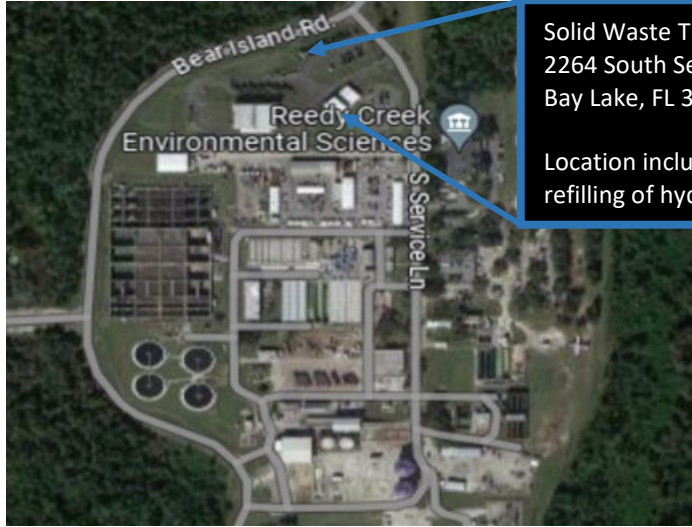
Description of Product	Number/Description of Vehicles/Equipment	Nights Per Week
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel <i>(Vehicles as listed in above table – Section 1.2.)</i>	36	7 Nights (Sunday – Saturday)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel <i>(Only for: Cat 950M, Yale 84805, Yale 85981, and TICO 86609.)</i>	4	3-4 Nights (every other night)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel <i>(Only Vehicle ID 10471.)</i>	1	As needed by Owner order

Description of Product	Number/Description of Vehicles/Equipment	Nights Per Week
DEF that meets ISO 22241-1 standards <i>(Vehicles as listed in above table – Section 1.2.)</i>	26	2 Nights (Sundays & Wednesdays)
Shell® Hydraulic S2 Oil AW 68/01 <i>(or comparable product approved by RCES)</i>	275 gallon tanks	As needed by Owner order
Shell Rotella® T5 10W30 CK4/01	275 gallon tanks	As needed by Owner order
Dyed Ultra Low Sulfur No. 2 Diesel Fuel <i>(WhisperWatt generator as listed above – Section 1.3)</i>	1 (generator; ~ 169 gallons)	7 Nights (Sunday – Saturday)

- A. Contractor shall abide by the Service Schedule above. However, ALL deliveries shall be made nightly between the hours of **10:00 PM** and **4:00 AM** eastern standard time, Sunday through Saturday, or every other night, for Undyed (Clear) Ultra-Low Sulfur No. 2 Diesel. DEF that meets ISO 22241-1 standards deliveries shall be made no less than two (2) nights per week. Contractor shall deliver both DEF and undyed (clear) ultra-low sulfur No. 2 diesel at the same time when schedule requires it.
- B. The Contractor understands all deliveries will also include deliveries on all holidays to include, but not limited to New Year’s Day, Martin Luther King’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve and Christmas Day. **The Owner’s operation is a twenty-four (24) hour day, three-hundred sixty-five days per year operation.**
- C. **NOTE:** All tank wagons making deliveries must be metered with the capacity to issue printed delivery tickets and equipped with sealed state approved compartment markers. Printed metered tickets shall be supplied along with invoice for services rendered.
- D. Occasionally, the District will have rental equipment that require undyed (clear) ultra-low sulfur No. 2 diesel fuel. These orders will be issued on an as-needed basis. Pricing will remain the same.
- E. The District does have a WhisperWatt Diesel Power AC Generator Model DCA – 125SSIU4F located at 2151 South Service Lane, which shall be fueled nightly, seven (7) days a week, with dyed ultra-low sulfur no. 2 diesel fuel. Services to this generator shall follow the same schedule as the vehicles.
- F. Orders shall be placed via phone or email as needed, and delivery shall be completed within twenty-four (24) hours after order is placed to the below mapped locations.
- G. The below pictures provides a representation of those fleet of vehicles for nightly deliveries.



1.5 RCES FACILITY AND DELIVERY LOCATIONS:



Solid Waste Transfer Station:
2264 South Service Lane
Bay Lake, FL 32821
Location includes two 275-gallon tanks for refilling of hydraulic & oil located inside the shop.



Recycle Material Handling Facility:
2300 Recycle Way
Winter Garden, FL 34787



Food Waste Transfer Station:
2010 South Service Lane
Bay Lake, FL 32821



South Service Area Operations Building:
2151 South Service Lane
Bay Lake, FL 32821

- A. For deliveries of the hydraulic fluid and motor oil bulk orders tanks are located inside the shop located at the Solid Waste Transfer Station at: 2264 South Service Lane, Bay Lake, FL 32821.
- B. A picture of the tanks to be refilled as needed with hydraulic fluid and oil is shown below.



C. An example picture of a fuel tank for nightly Tank Wagon Fueling Services is shown above.

1.6 DISTRICT FLEET - FACILITY AND DELIVERY LOCATIONS:

Contractor will provide weekly monitoring of the Fleet fuel tanks on location as shown below in sections A-D, at no charge. Tanks will be filled if needed. The three (3) fire station tanks in Sections A-C are diesel (*Undyed (clear) Ultra Low Sulfur No.2 Diesel Fuel*). The Fleet Facility tank in Section D is gasoline (*Regular Unleaded, 87 octane*).

A. Fire Station 1: 651 Lake Buena Vista Drive (Diesel - 500 gallons)



B. **Fire Station 3:** 1001 Maple Road (Diesel - 500 gallons)



C. **Fire Station 4:** 1920 Lake Buena Vista Drive (Diesel - 500 gallons)



D. **District Fleet Facility:** 2244 Recycle Way (Gasoline - 500 gallons)



E. The following items will be ordered as needed by District Fleet and delivered to the District Fleet Facility shown above. Owner will provide exact delivery location and instructions upon order.

Description	Unit
Diesel Exhaust Fluid (“DEF”) that meets ISO 22241-1 standards (2.5 gallon)	2.5 Gallon
Shell Rotella® Heavy Duty Oil 15W40 (55 Gallon Drum)	Drum
Shell Rotella® Heavy Duty Oil 15W40 (Gallon Case)	Gallon Case
Shell Rotella® Heavy Duty Oil 15W40 (Quart Case)	Quart Case

- All other terms and conditions of the agreement remain in full force and effect.

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

Contractor shall commence the aforesaid Changed Services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Amendment, remain in full force and effect.

This Amendment represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications for this change in scope; but this Amendment and the Services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation those concerning payment.

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

OWNER:
**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

CONTRACTOR:
PALMDALE OIL COMPANY LLC

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: December 18, 2024

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.2

Board Meeting Date: 12/18/2024

Subject: On-Site Repair and Maintenance of Solid Waste Trucks and Equipment

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2 award of three-year contract for on-site maintenance and repair services for solid waste fleet vehicles and equipment with Fleet Management Holdings LLC with an approximate expenditure of \$1,900,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Posting Date: July 16, 2024

BACKGROUND:

The Solid Waste department has a total of thirty-seven (37) vehicles (e.g. rear loaders, front loaders, semis, roll offs, pickups, service trucks, and box trucks) and equipment (e.g. loaders, skid steers, forklifts, trailers, and yard dogs) used to provide solid waste collection and disposal and recycling services to customers within the District.

The selected vendor will provide necessary and routine preventative maintenance as well as 24-hour emergency corrective maintenance and repair services for the solid waste fleet vehicles and equipment. Additionally, the vendor shall have towing services available 24/7 throughout the year. The services shall be provided on-site at the Solid Waste Transfer Station (SWTS) located at 2264 South Service Lane, Bay Lake, FL 32830

These services are necessary to ensure continuity of solid waste services without delay or interruption due to equipment downtime. Several of the solid waste routes are time sensitive with relatively small windows of availability providing the requested service without impacting customer operations.

FINDINGS AND CONCLUSIONS:

On July 16, 2024, Request for Proposals (RFP) C006588 was issued for proposals from experienced and qualified firms for on-site mechanic services to repair and service solid waste trucks and equipment on a continual basis. Five (5) responses were received as follows:

Vendor	Location	Proposal Ranking
Fleet Management Holdings, LLC d/b/a Fleet Services by Cox Automotive	Indianapolis, IN	1
Premium Crane LLC	Davenport, FL	2
Vector Fleet Management, LLC	Charlotte, NC	3
*Nextran Truck Center	Orlando, FL	
*Cumberland International Trucks	Orlando, FL	

*Non-responsive proposal; rejected

Fleet Management Holdings LLC was the highest scoring vendor and was selected for award with the following rates:

Item	Section	Description	Unit	Fleet Mgmt Holdings
1	Standard Work Hours	Technician (1), 40 hrs per wk (Sun – Thu)	HR	\$70.00
2		Technician (1), 40 hrs per wk (Sat – Wed)	HR	\$70.00
3		Master Mechanic (1), 40 hrs per wk (Mon – Fri)	HR	\$75.00
4	Emergency Work Hours (2-hr response)	Technician Rate, After Hours	HR	\$130.00
5		Master Mechanic Rate, After Hours	HR	\$140.00
6	Towing Service (if provided)	Per Towing	EA	Cost Plus 20%
7	Mobile Service – Offsite	Technician Rate	HR	\$105.00
8		Offsite Master Mechanic	HR	\$110.00
9	Parts Mark-Up for Contractor Sourced	Percent mark-up from wholesale parts cost	EA	20%

The Utility Services division is requesting approval of Contract #C006588 with Fleet Services by Cox Automotive for on-site maintenance and repair services for solid waste fleet vehicles and equipment.

FISCAL IMPACT:

Funding for this contract will be budgeted annually as an operating expense for the solid waste utility in account 335-107-5305215-000.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract
- Evaluation Score Sheets



Central Florida Tourism Oversight District

ROUND 1 - Shortlist

On-Site Repair and Maintenance of Solid Waste Trucks and Equipment

RFP# C006588 Buyer:Devin Ager

Criterion	Weight	Fleet Management Holdings, LLC				Premium Fleet Care Inc.				Vector Fleet Management, LLC			
		MJ	RS	TL	AVG	MJ	RS	TL	AVG	MJ	RS	TL	AVG
Qualifications and Experience	30	25	30	30	28	20	5	20	15	30	20	30	27
Staffing Plan	10	10	10	10	10	2	0	8	3	9	7	10	9
Approach and Methodology	20	15	20	18	18	5	5	10	7	15	15	20	17
Price Proposal	40	37	40	37	38	40	10	40	30	28	25	28	27
Total	100	87	100	95	94	67	20	78	55	82	67	88	79



Central Florida Tourism Oversight District

On-Site Repair and Maintenance of Solid Waste Trucks and Equipment RFP# C006588

Bid Due on August 13, 2024 2:00 PM

Line Totals (Unit Price * Quantity)

Item	Section	Description	Unit	QTY	Fleet Management Holdings, LLC		Premium Fleet Care Inc.		Vector Fleet Management, LLC	
1	Standard Work Hours:	Technician (1), 40 hrs per wk (Sun-Thursday)	HR	2080	\$70.00	\$145,600.00	\$60.00	\$124,800.00	\$87.50	\$182,000.00
2		Technician (1), 40 hrs per wk (Sat-Weds)	HR	2080	\$70.00	\$145,600.00	\$60.00	\$124,800.00	\$87.50	\$182,000.00
3		Master Mechanic (1), 40 hrs per wk (Mon-Fri)	HR	2080	\$75.00	\$156,000.00	\$80.00	\$166,400.00	\$112.50	\$234,000.00
4	Emergency Work Hours (2-hr response):	Technician Rate, After Hours	HR	1	\$130.00	\$130.00	\$90.00	\$90.00	\$115.00	\$115.00
5		Master Mechanic Rate, After Hours	HR	1	\$140.00	\$140.00	\$120.00	\$120.00	\$138.00	\$138.00
6	Towing Service (optional, if provided):	Per Towing	EA	1	At Cost Plus 20%	At Cost Plus 20%	\$2,500.00	\$2,500.00	\$0.00	\$0.00
7	Mobile Service- Offsite:	Techician Rate	HR	1	\$105.00	\$105.00	\$165.00	\$165.00	\$87.50	\$87.50
8		Offsite Master Mechanic	HR	1	\$110.00	\$110.00	\$195.00	\$195.00	\$112.50	\$112.50
9	Parts Mark-Up for Contractor-Sourced Parts:	Use a decimal point to indicate percentage			20%	20%	20%	20%	10%	10%
				Total		\$447,685.00		\$416,570.00		\$598,453.00

**ON-SITE REPAIR AND MAINTENANCE OF SOLID WASTE TRUCKS AND EQUIPMENT
SERVICES AGREEMENT**

THIS AGREEMENT, is made effective as of December 18, 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 **Dickinson Fleet Services, LLC**, (herein referred to as the “Contractor”), whose mailing address is 4709 West 96th Street, Indianapolis, Indiana 46268.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006599 on July 16, 2024, for On-Site Repair and Maintenance of Solid Waste Trucks and Equipment;

WHEREAS, five (5) bidders responded, and Dickinson Fleet Services, LLC highest scoring bidder. The Contractor was subsequently selected as the intended awardee for these services; and

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **January 1, 2025** and ending **December 31, 2027**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed. This Agreement may be renewed an optional two (2) year renewal term by mutual written consent of both parties.

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. The Agreement may be amended or modified only as set forth below in Section 6.

b. Services. The term “Services” or “Work” as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Section 6 of this Agreement, the changed Services set forth therein.

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 24 - Contract Documents.

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed Amount

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Basic Services based upon the rates shown on the Rate Schedule below incorporated herein by reference. However, in no event shall the fee exceed **ONE MILLION, NINE HUNDRED THOUSAND, AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,900,000.00)**; and the Reimbursable Expenses shall in no event exceed (N/A).

RATE SCHEDULE			
Standard Work Hours			
Description	Qty	UOM	Not to Exceed Total
Technician (1) 40 Hours per Week (Sunday-Thursdays)	2,080	HR	\$145,600
Technician (1) 40 Hours per Week (Saturday-Wednesday)	2,080	HR	\$145,600
Master Mechanic (1) 40 Hours per Week (Monday-Friday)	2,080	HR	\$156,000
3-Year Standard Work Hours Subtotal			\$1,341,600
3-Year Emergency Work and Parts NTE Amount			\$558,400
GRAND TOTAL NOT TO EXCEED AMOUNT			\$1,900,000

UNIT PRICING		
Emergency Work Hours (2-Hours Response)		
Description	UOM	Unit Price
Technician Rate, Afterhours	HR	\$130.00
Master Mechanic Rate, Afterhours	HR	\$140.00
Towing Service	EA	At Cost Plus 20%
Mobile Service Offsite Technician Rate	HR	\$105.00
Mobile Service Offsite Master Mechanic	HR	\$110.00
Parts Mark-Up for Contractor-Sourced Parts		20%

b. 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 Basic Services rendered during the preceding month plus Reimbursable Expenses incurred. Reimbursement for Contractor-sourced parts must include original parts invoices from the suppliers. Requests for reimbursement without matching supplier invoices will be denied.

c. 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.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869

All invoices shall be sent to wdw.rces.billing@disney.com

g. 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 b, c, d, and e 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.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

i. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface

water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. 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:

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

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

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.

6. 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 3 in this Agreement.

7. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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 are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or

disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

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 and 6, 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: DICKINSON FLEET SERVICES, LLC
4709 West 96th Street
Indianapolis, IN 46268
Attention: Michael Dickinson

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.

Reedy Creek Energy Services, whose designated representative is Randy Sims, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

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**:
 - i. 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
 - ii. 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:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
- ii. 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.

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. WARRANTY.

Contractor warrants all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than NINETY (90) days from the date of work completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (a) ONE (1) year from the date of work completion; or (b) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the Owner's Representative before final payment will be authorized.

24. CONTRACT DOCUMENTS.

a. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Services (A-1 through A-5)
- Exhibit B: Special Contract Conditions (B-1 through B-15)

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



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

OWNER
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

CONTRACTOR
DICKINSON FLEET SERVICES, LLC

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: December 18, 2024

Date: _____

Exhibit A
SCOPE OF SERVICES
Contract No. C006588

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform necessary and routine preventative maintenance and 24-hour emergency corrective maintenance for solid waste fleet vehicles and equipment.

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide maintenance and on-site repair services for thirty-seven (37) solid waste fleet vehicles and equipment. The location is at the Solid Waste Transfer Station (“SWTS”) located at 2264 South Service Lane, Bay Lake, Florida 32830. The Contractor will offer both necessary and routine preventative maintenance, and 24-hour emergency corrective maintenance.

Necessary and routine preventive and corrective maintenance shall be conducted on weekdays during the hours of 7:00 AM through 3:30 PM, excluding recognized holidays. Contractor shall perform emergency corrective maintenance, defined as non-business hours including holidays. Towing services shall be available twenty (24) hours a day, seven (7) days a week throughout the year.

The Contractor shall provide emergency callback response within two (2) hours during non-business hours. Contractor shall provide three (3) employees on a full-time basis with the following schedules: one (1) ASE Certified Master Medium-Heavy Truck Technician Monday through Friday, one (1) Technician Sunday through Thursday, and one (1) Technician Tuesday through Saturday. The scope includes the following services, but is not limited to:

- 1.1 Contractor will maintain all vehicle maintenance and repair records and provide vehicle inventory and maintenance reports when requested.
 - A. Develop and maintain management reports outlining utilities’ fleet management activities.
 - B. Contractor will use Utilities’ CMMS (Maximo) Fleet Management Software (“FMS”) and partner with RCES staff to effectively track and manage vehicular assets within the fleet database.
- 1.2 Corrective maintenance: Defined as maintenance tasks performed to identify, isolate and rectify a fault or defect so that the failed equipment or vehicle can be restored to an operational condition within the tolerances or limits established for in-service operations.
- 1.3 Preventative maintenance is defined as maintenance regularly performed on a piece of equipment or vehicle to lessen the likelihood of it failing. It is performed while the equipment is still working so that it does not break down unexpectedly.
 - A. Regular preventive maintenance (“PM”) will be performed as specified by Owner. Services will be in accordance with the vehicle’s manufacturer’s service recommendations for the mileage interval of the vehicle, including but not limited to, lube, oil and filter change.
 - B. Turn-around times for scheduled vehicle service will be twenty-four (24) hours, excluding weekends and holidays.
 - C. Repairs to vehicles with qualifying extenuating service needs will be scheduled with a turn-around time dependent upon the extent of repairs and availability of parts but not longer than five (5) business days.
 - D. Some maintenance and repair services may be subcontracted out, with prior Owner approval, at the Contractor’s expense.
- 1.4 Emergency mobile repair services provided by an onsite contractor vehicle.
- 1.5 Towing services will be on an as-needed basis. Services rendered shall be on a pass-thru basis with no mark-up to the Owner.
- 1.6 Fabrication services for vehicles: Metal fabrication services include, but are not limited to, the building of metal parts by cutting, welding, bending and assembling processes. These processes shall be performed by specialized and expert laborers or machine operations.
- 1.7 Battery services (replacement, testing or repair of items).

Exhibit A
SCOPE OF SERVICES
Contract No. C006588

- 1.8 Major repairs (A service that requires more than three (3) hours.).
- *Examples of this service include:* automatic and manual transmission rebuilds, gas and diesel engine rebuilds and hydraulic repairs.
- 1.9 Minor repairs (A service that can be completed in less than three (3) hours.).
- *Examples of this service include:* replacing wiper blades, replacing fuses and/or light bulbs and topping off fluids.
- 1.10 Road testing includes, but not limited to, conducting and documenting any test on vehicles that have had safety-related repairs.
- *Examples of this service include:* testing the replacement of brakes, tires, wheels, steering adjustments and troubleshooting check engine lights and fault codes. These vehicles must be determined safe to operate by the Contractor prior to being returned to service.
- 1.11 Inspections (Safety and Department of Transportation (“DOT”)).

SECTION 2. EMPLOYEES

The following applies to ALL contract work:

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 Contractor employees shall 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 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.

SECTION 3. LOCATIONS

Most maintenance and repairs should be completed at the Owner facility, unless repair is extensive or not able to be performed at Owner's shop, and both parties agree that third party repairs are required.

SECTION 4. EQUIPMENT SPECIFICATIONS

- 4.1 The Utilities department has thirty-seven (37) vehicles including: (rear loaders, front loaders, semis, roll offs, pickups, a service truck, and a box truck) and equipment (loaders, skid steers, forklifts, trailers, and yard dogs) as detailed **Section 9 Vehicle and Equipment List**.
- 4.2 Owner will provide all necessary equipment for the operation of the shops to function properly. Examples would be, but not limited to, A/C recovery unit, welder, presses and jacks.

Exhibit A
SCOPE OF SERVICES
Contract No. C006588

- 4.3 The Contractor will provide their own hand tools in addition to procuring, purchasing, and furnishing materials and supplies required for the maintenance and repair of all vehicles and equipment.
- 4.4 Parts for this contract will be obtained through the District's contracted parts vendors.

SECTION 5. PARTS

- 5.1 Contractor will use the Owner's trade accounts for obtaining parts. Parts provided through Owner's accounts will not have any additional mark-up or fee due to Contractor.
- 5.2 In the cases where the Owner's established trade accounts are unable to supply a part, then Contractor will source the part and will be reimbursed for cost, plus 20%. As a rule, Contractor-sourced parts will be a minor portion of the total parts used during the contract.
- 5.3 Contractor shall provide original supplier invoices indicating the price paid with all submitted invoices requesting reimbursement. Requests without matching supplier invoices will be denied.

SECTION 6. QUALITY CONTROL, EQUIPMENT AND WARRANTY

- 6.1 The Contractor shall implement a Quality Assurance Program for the management of the maintenance and repair of assigned fleet vehicles, subject to approval by Owner.
- 6.2 All Contractor equipment shall be properly maintained with all safety equipment intact and operational.
- 6.3 Contractor shall provide warranty for its workmanship on maintenance services and repairs for a period of ninety (90) days from completion of work.

SECTION 7. SAFETY AND EMPLOYEES

- 7.1 Contractor shall operate at the shop located at SWTS and is responsible for its safe and compliant operation and shall ensure the implementation of safe work practices. It is the responsibility of every shop supervisor to comply with the operating practices and to provide a safe working environment that satisfies both Occupational Safety and Health Administration ("OSHA") and other applicable state regulatory standards.
- 7.2 Contractor shall ensure safe work practices are monitored and audited by the supervisor for ongoing safety.
- 7.3 The Contractor is cautioned that due to the special location of the work (within, adjacent to or near an operating resort and theme park complex), the Contractor is required to take special precautions so that the use of the resort and theme park facilities by its guests or employees will not be impacted. The Contractor shall insure that such guests and employees will not be subjected to dangerous, noxious or offensive construction activities.
- 7.4 Break areas shall be in the immediate Job Site area and shall be in an area not used by the public.

SECTION 8. ADDENDA CLARIFICATIONS

- 8.1 The Contractor shall provide their own service vehicle. Overnight storage of the service vehicle can be provided with Owner's permission. However, the District is not responsible for contractor-owned equipment stored onsite.
- 8.2 The shop work area dimensions are as follows:
 - Shop area: 46 x 48 feet
 - Gated area (parts and tool storage): 17 x 48 feet
 - Concrete pad area on side of shop: 20 x 64 feet
- 8.3 An OEM medium/heavy truck Master Certification can qualify the same as the ASE Certification; however, the certification presented is subject to approval by the District to ensure its equivalency to the ASE Master Certification.

Exhibit A
SCOPE OF SERVICES
Contract No. C006588

SECTION 9. VEHICLE AND EQUIPMENT LIST

Solid Waste Transfer Station		
CFTOD #	Type	Description
10471	5TH	VEHICLE, 10471, TRACTOR, 2006, KENWORTH, T800, 214365
11171	5TH	VEHICLE, 11171, 5TH WHEEL TRACTOR, 2008, MACK, CHU613, 232177
RC160	5TH	VEHICLE, RC160, TRACTOR, 2018, VOLVO, VLN300, TF4329
RC110	BOX	VEHICLE, RC110, BOX TRUCK, 2010, PETER BUILT, 337, TC1169
85983	FL	2023 FRONT LOADER MACK
RC112	FL	VEHICLE, RC112, FRONT LOADER, 2010, AUTO CAR, ACX, TD558
RC139	FL	VEHICLE, RC139, FRONT LOADER, 2015, MACK, MRU613, TC3529
RC140	FL	VEHICLE, RC140, FRONT LOADER, 2015, MACK, MRU613, TC3528
RC144	FL	VEHICLE, RC144, FRONT LOADER, 2016, MACK, MRU613, TE2501
RC150	FL	VEHICLE, RC150, FRONT LOADER, 2017, MACK, MRU613, TE9386
RC131	FW	VEHICLE, RC131, SIDE LOADER, 2014, MACK, MRU613, TC3522
RC142	FW	VEHICLE, RC142, RENDERING BODY, 2015, MACK, GU813, TE2273
RC149	FW	VEHICLE, RC149, RENDERING BODY, 2017, MACK, GU813, TE9385
RC172	FW	VEHICLE, RC172, REAR LOADER, 2021, MACK, TI8385
	HE	HEAVY EQUIP, FORKLIFT (PIGGYBACK), 2013, PRINCETON, PB50X
	HE	HEAVY EQUIP, FRONTEND LOADER, 1992, CATERPILLAR, 930M-CAT
	HE	HEAVY EQUIP, FRONT-END LOADER, 2010, JOHN DEERE, 524K
	HE	HEAVY EQUIP, LIFT TRUCK, 2023, PRINCETON, PB55.3X
10986	PU	VEHICLE, 10986, PICK UP, 2007, CHEVROLET, SILVERADO 2500, TA1673
11381	PU	VEHICLE, 11381, PICK UP, 2009, CHEVROLET, COLORADO 2WD EXT CAB, TB9203
11382	PU	VEHICLE, 11382, PICK UP, 2009, CHEVROLET, COLORADO 2WD EXT CAB, TB5976
RC105	PU	VEHICLE, RC105, PICK UP, 2010, CHEVROLET, SILVERADO 3500HD, TB6296
RC136	PU	VEHICLE, RC136, PICK UP, 2014, CHEVROLET, SILVERADO 1500, 2/4/2021, TD5765
7508	RL	VEHICLE, 7508, REAR LOADER, 2003, MACK, MR6885, 166330
10495	RO	VEHICLE, 10495, ROLL OFF, 2006, KENWORTH, T800, 214368
10199	RO	VEHICLE, 10199, ROLL OFF, 2005, KENWORTH, T800, 213763

CFTOD #	Type	Description
10643	RO	VEHICLE, 10643, ROLL OFF, 2006, KENWORTH, T800, 214380
10890	RO	VEHICLE, 10890, ROLL OFF, 2007, MACK, GU813, 231415
11147	RO	VEHICLE, 11147, ROLL OFF, 2007, MACK, GU813, 232175
11148	RO	VEHICLE, 11148, ROLL OFF, 2007, MACK, GU813, 232176
RC118	RO	VEHICLE, RC118, ROLL OFF, 2013, MACK, GU813, 236115
RC128	RO	VEHICLE, RC128, ROLL OFF, 2014, MACK, GU813, 237556
RC129	RO	VEHICLE, RC129, ROLL OFF, 2014, MACK, GU813, 237555
RC130	RO	VEHICLE, RC130, ROLL OFF, 2014, MACK, GU813, 237554
RC161	RO	VEHICLE, RC161, ROLL OFF, 2018, MACK, GU813, TF4343
RC162	RO	VEHICLE, RC162, ROLL OFF, 2018, MACK, GU813, TF4343
RC173	RO	VEHICLE, RC173, ROLL OFF, 2022, MACK, GR64B, TI8463
RC174	RO	VEHICLE, RC174, ROLL OFF, 2022, MACK, GR64B, TI8778
RC175	RO	VEHICLE, RC175, ROLL OFF, 2022, MACK, GR64B, TI8777
RC176	RO	VEHICLE, RC176, TRUCK, 2022, MACK TRUCK, ROLL-OFF, TI9637
T975	TRLR	VEHICLE, T975, TRAILER, 2018, PITT, 48 FT FLATBED, TF6040, 5/21/2021
	YD	VEHICLE, YARD SPOTTER, 2017, TICO, DOT PRO SPOTTER, TF5897

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Recycle Materials Handling Facility		
CFTOD #	Type	Description
	HE	HEAVY EQUIP, FRONT-END LOADER, 2022, CATERPILLAR, 950M
	HE	HEAVY EQUIP, SKID STEER, BOBCAT, S630
	IE	IND EQUIP, FORKLIFT, CLARK, 1992, GPX30, SOLID WASTE FACILITY
	IE	IND EQUIP, FORKLIFT, YALE, GDP060VX, SOLID WASTE FACILITY
	IE	IND EQUIP, FORKLIFT, YALE, 2021, GDP060VXNKAE087, SOLID WASTE FACILITY
11112	YD	VEHICLE, 11112, YARD SPOTTER, 1997, CAPACITY, TJ5000, 232179

Food Waste Transfer Station		
CFTOD #	Type	Description
	HE	HEAVY EQUIP, 898103, FRONT-END LOADER, 2014, CATERPILLAR, 950KQCT4

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006588

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- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(ii) Definitions:

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

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

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

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

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

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

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

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

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

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

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for 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. Trash cans must be provided for refuse.

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

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

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

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

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

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

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

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

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

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

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

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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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; 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.

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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 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.

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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

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

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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.
- 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.

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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 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.

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.

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- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

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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.

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.

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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.

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:

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.3

Board Meeting Date: 12/18/2024

Subject: Underground Utilities Construction – Continuing Services

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.3 award of three-year continuing services contracts to Gulfcoast Utility Constructors Inc.; Prime Construction Group Inc.; and Southland Construction Inc. for underground utility services

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Posting Date: September 23, 2024

BACKGROUND:

The District’s Procurement & Contracting Department issued a Request for Proposals to construction firms specializing in underground utilities for continuing services and support. The exact scope of work and scale of the services will be defined during each project initiation and issued task work order.

Typical tasks related to these underground utility services include, but are not limited to, the following:

- Installation and repair of water mains (potable, reclaimed, and wastewater)
- Pipe lining installation and repair
- Roadway depression investigation
- Hauling and disposal of excess materials
- Grading, stabilization, base material, compaction
- Horizontal directional drilling
- Jack & bore
- Cathodic protection
- Hot taps/line stops

FINDINGS AND CONCLUSIONS:

On September 23, 2024, Request for Proposals (RFP) #C006613 was issued for proposals from experienced and qualified contractors to perform underground utilities services throughout the District.

Five (5) responses were received, reviewed, and discussed by a formal selection committee during a public meet on October 24, 2024.

Firms that achieved a minimum score of 90 points out of 100 are recommended for award of a contract. The results are as follows:

Vendor	Location	Total Score
Prime Construction Group, Inc.	Orlando, FL	99
Southland Construction, Inc.	Apopka, FL	97
Gulfcoast Utility Constructors, Inc.	Sarasota, FL	94
Cathcart Construction Company - Florida, LLC	Winter Springs, FL	88
Equix Energy Services, LLC.	Midway, FL	70

FISCAL IMPACT:

Individual projects under the continuing contracts will be issued through Task Work Orders. The individual Task Work Orders will be funded from approved and budgeted funding of the District and Utility budgets and CFTOD Series Utility Revenue Bonds.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Amend
- Table

SUPPORT MATERIALS:



Central Florida Tourism Oversight District

ROUND 1 - FINAL SELECTION 11/05/24

Underground Utilities Construction - Continuing Services

Request For Proposal# C006613 Buyer:Devin Ager

Criterion	Weight	Cathcart Construction				Equix Energy Services				Gulfcoast Utility Constructors, Inc.			
		KC	JI	SO	AVG	KC	JI	SO	AVG	KC	JI	SO	AVG
Qualifications and Experience	50	40	35	45	40	40	15	46	34	50	47	50	49
Staffing Plan	20	15	15	16	15	20	8	18	15	15	18	16	16
Emergency Response Mobilization Capabilities	30	25	18	25	23	25	12	25	21	30	27	28	28
Subtotal	100	85	73	91	83	85	35	89	70	95	92	94	94
Buy Local and Veteran Small Business Program	5	5	5	5	5	0	0	0	0	0	0	0	0
Total	105	90	78	96	88	85	35	89	70	95	92	94	94
Highest Scoring Firms = Gulfcoast Utility Constructors, Inc.; Prime Construction Group, Inc.; Southland Construction, Inc.	Weight	Prime Construction Group, Inc.				Southland Construction, Inc.							
		KC	JI	SO	AVG	KC	JI	SO	AVG				
	50	45	46	46	46	45	46	46	46				
	20	20	19	20	20	20	18	15	18				
	30	30	29	28	29	30	26	30	29				
	100	95	94	94	94	95	90	91	92				
	5	5	5	5	5	5	5	5	5				
105	100	99	99	99	100	95	96	97					



Central Florida Tourism Oversight District

Boiler Repair and Maintenance - Continuing Services RFP# C006620

Bid Due on October 21, 2024 2:00 PM

Item	Section	Description	Unit	QTY	Gulfcoast Utility Constructors, Inc. - Unit Price	Prime Construction Group, Inc. - Unit Price	Equix Energy Services, LLC. - Unit Price	Southland Construction, Inc. - Unit Price	Cathcart Construction Company - Florida, LLC - Unit Price
1	Underground Utilities Construction - Continuing Services	Superintendent (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	\$85.81	\$90.00	\$109.45	\$157.00	\$190.00
2		Superintendent (Any Hours Worked Outside of Standard Time)	HR	1	\$107.26	\$120.00	\$126.99	\$235.00	\$260.00
3		Superintendent (Emergency Rate)	HR	1	\$107.26	\$120.00	\$135.76	\$314.00	\$260.00
4		Foreman (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	\$73.38	\$75.00	\$70.87	\$85.00	\$225.00
5		Foreman (Any Hours Worked Outside of Standard Time)	HR	1	\$91.73	\$95.00	\$88.41	\$127.14	\$275.00
6		Foreman (Emergency Rate)	HR	1	\$91.73	\$95.00	\$97.18	\$162.00	\$275.00
7		Laborer (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	\$47.72	\$30.00	\$55.09	\$43.00	\$95.00
8		Laborer (Any Hours Worked Outside of Standard Time)	HR	1	\$59.65	\$45.00	\$72.62	\$63.20	\$145.00
9		Laborer (Emergency Rate)	HR	1	\$59.65	\$45.00	\$81.39	\$85.00	\$145.00
10		Skilled Laborer (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	\$65.92	\$40.00	\$58.60	\$48.00	\$95.00
11		Skilled Laborer (Any Hours Worked Outside of Standard Time)	HR	1	\$82.40	\$60.00	\$76.13	\$70.85	\$145.00
12		Skilled Laborer (Emergency Rate)	HR	1	\$82.40	\$60.00	\$84.90	\$95.00	\$145.00
13		Welder (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	No Bid	\$85.00	\$91.91	\$221.00	\$400.00
14		Welder(Any Hours Worked Outside of Standard Time)	HR	1	No Bid	\$115.00	\$109.45	\$286.00	\$600.00
15		Welder (Emergency Rate)	HR	1	No Bid	\$115.00	\$118.22	\$338.00	\$600.00
16		Equipment Operator (7 a.m. to 5 p.m.) Monday Through Friday	HR	1	\$52.67	\$45.00	\$63.86	\$71.00	\$95.00
17		Equipment Operator (Any Hours Worked Outside of Standard Time)	HR	1	\$65.84	\$68.00	\$81.39	\$106.30	\$145.00
18		Equipment Operator (Emergency Rate)	HR	1	\$65.84	\$68.00	\$90.16	\$142.00	\$145.00
				Total	\$1,139.26	\$1,371.00	\$1,612.38	\$2,649.49	\$4,240.00

UNDERGROUND UTILITIES CONSTRUCTION - CONTINUING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of December 18, 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, Owner has a need for underground utilities construction services on a continuing and as needed basis;

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposal ("RFP") No. C006613 on September 23, 2024 for Underground Utilities Construction - Continuing Services;

WHEREAS, five (5) proposers responded, and Prime Construction Group, Inc. was a high-ranking firm. The Contractor was subsequently selected as one of the three intended awardees; 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 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. This Agreement shall be referred to throughout the Contract Documents as the "Agreement."

B. Services.

(1) The term "Work" or "Services" as used in this Agreement shall be construed to include the totality of the obligations imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3.

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

C. General Conditions. The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to sections refer to those in this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement in accordance with Exhibit A - Scope of Work and 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 **January 1, 2025** and continue in effect for a term of **THREE (3) YEARS**, through and including **December 31, 2027**. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- B. Initial Request. Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A – Scope of Work** unless Owner requests scheduled or future work.
- C. Project Proposal. The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B – Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request.
- D. Task Work Orders for Projects.
- (1) Individual Projects: Contractor will be required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed.
 - (2) Scheduled/Future Projects: If Owner requests service for a future date and does not require the response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
 - (3) Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractors/sub-consultants, if applicable.
 - (4) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- E. 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.
- F. 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.
- G. 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. **COMPENSATION.** Owner shall compensate the Contractor for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B – Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.
- A. Applications for Payment. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application

for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

- B. Monthly Progress Payments. The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner's Representative shall review and approve the Contractor's Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner's Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. Final Payments. Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- D. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

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

- E. Contractor shall be compensated for any Additional Services based upon the Unit Price Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs a, b, c, d, and e 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.
 - F. Owner retains the right to reduce any portion of Contractor's Services at any time.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders.
6. **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 workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE-YEAR** from the date of Final Completion for each individual project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the Owner's Representative before final payment will be authorized for that project.

7. **INSURANCE; INDEMNIFICATION.**

A. The Contractor shall at its expense procure and maintain during the life of this Agreement 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 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.
 - (6) If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - (7) 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.
 - (8) 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.

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

10. **TERMINATION.** Termination of the Agreement 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 Agreement 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.

11. **NOTICE.**

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

If to Owner:

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

If to Contractor: PRIME CONSTRUCTION GROUP, INC.
1000 Jetstream Drive
Orlando, Florida 32824
Attention: Charles J. Brackett III

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.

12. 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.

13. 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.

14. THE OWNER'S REPRESENTATIVE.

- A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Kylie Canarina** 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 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.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

15. ARCHITECT/ENGINEER. Contractor shall refer to Plans provided with each individual project, if any.

16. 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.

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
18. **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.
19. **E-VERIFY COMPLIANCE.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
20. **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 goods or services pursuant to Section 287.135, Florida Statutes 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.
21. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000, and will be paid as a separate line item. In such case, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
22. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference and are available upon request to Owner's Representative:
- Central Florida Tourism Oversight District ("CFTOD") Utility Department a/k/a Reedy Creek Energy Services ("RCES") Electrical Construction Specifications (LATEST EDITION)
 - Central Florida Tourism Oversight District ("CFTOD") Utility Specifications and Construction Standards (LATEST EDITION)
- In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.
23. **CONTRACT DOCUMENTS.**
- A. The Contract Documents, which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Work (A-1 through A-2)
- Exhibit B: Unit Price Schedule (B-1)
- Exhibit C: Special Contract Conditions (C-1 through C-15)
- Exhibit D: General Conditions for Construction (D-1 through D-26)
- Exhibit E: Sample Forms (E-1 through E-10)

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

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
PRIME CONSTRUCTION GROUP, INC.

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: December 18, 2024

Date: _____

Exhibit A
SCOPE OF WORK
Contract No. C006727

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform the following underground utilities construction services on as needed basis for a 3-year continuing contract term.
- 1.2 The Central Florida Tourism Oversight District is a Special Taxing District that serves as a local government entity. The District is responsible for its public infrastructure including, but not limited to roads, bridges, and water control system.

SECTION 2. SCOPE OF WORK

- 2.1 Typical items of work may include, but are not limited to: installation and repair of reclaimed water mains, pipe lining installation and repair, roadway depression investigation, hauling and disposal of excess materials, grading, stabilization, base material, compaction, horizontal directional drilling, jack & bore, cathodic protection, hot tap/line stops, and all other items of work required by the District. In addition, this contract shall serve to provide the District with emergency response for minor repairs.
- 2.2 The Contractor shall make available to the Owner a 24-hour "hotline" telephone number for emergencies, 365 days per year, including District recognized holidays.
- 2.3 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services.
- 2.4 Damage attributed to the Contractor shall be repaired immediately at no cost to the District.

2.5 Required Response Time for Service:

- Contractor will respond and will be on-site no later than 24 hours after a request for service from the District.
- Contractor will be on-site within two-hours of a call for repair.
- Failure to adhere to this response time will be cause for contract default.

2.6 Emergency Response:

- Contractor's on-site response emergency response time is less than two (2) hours after being notified, to assess the condition, ensure initial safety of the site and general public and perform initial/temporary repairs. Contractor will then work with Owner staff and engineers in the first 24-hours to determine if additional repairs or replacement facilities are incorporates into the corrective action plan for permanent repairs and restoration.
- Contractor's emergency deployment includes an initial response to assess the condition, ensure public safety, and provide and initial repair to contain and control the damaged facility. Based on the initial assessment, additional staff and resources can be mobilized within 1-2 hours, if needed.

Emergency Contact Information:

- | | |
|-----------------------------|-----------------------------------|
| • Primary: Wyatt Hazt | • Secondary: Charles Brackett III |
| ○ Office: 407-856-8180 x246 | ○ Office: 407-856-8180 x234 |
| ○ Cell: 610-880-1738 | ○ Cell: 407-920-2724 |

- 2.7 District Priority: Owner will have priority over other clients in urgent or emergency situations; a dedicated staff member is assigned to the District for emergencies.
- 2.8 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.

Exhibit A
SCOPE OF WORK
Contract No. C006727

SECTION 3. TASK WORK ORDERS

- 3.1 Services will be requested as needed by District, and will be authorized on a Task Work Order (“TWO”) basis. Task Work Order Review and Approval Process (sample “TWO” form included in **Exhibit E – Sample Forms**):
- A. The District will request written proposal from the Contractor.
 - B. Written proposals must include the following:
 - 1. Scope of Services (should be detailed and outline all tasks);
 - 2. Price Breakdown (should be detailed to ensure the rates are pursuant to Agreement);
 - 3. Schedule and Milestones; and
 - 4. List of subcontractors and/or sub-consultants, if applicable.
- 3.2 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, but may consider current workload, schedule, availability and expertise at the sole discretion of the District.
- 3.3 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned herein. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006727

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

SECTION 1. LABOR RATES

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

- **Standard** labor shall be between the hours of 7:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **Afterhours** labor shall be between the hours of 5:01 PM and 6:59 AM Eastern Standard Time, Monday through Friday, and including any hours on the weekends.
- **Emergency rate** will be billed when Contractor is called back afterhours, with a 2-hour or less mobilization required.
- **Overtime** will be paid of 1.5 times the utilized labor rate. This overtime rate applies when labor technician exceeds 8-hours during a single shift, or exceeds 40-hours during a standard workweek.

SECTION 2. MARK-UP

Parts and materials shall be billed at cost, plus a reasonable mark-up percentage. Contractor shall provide parts and material invoices from the suppliers upon request for Owner review. The mark-up percentage is inclusive of all Contractor's overhead, profit and costs associated with parts and materials. Additional fees, costs, or mark-up will not be accepted.

Item	Description	Hourly Rate	UOM	Unit Price
1	Superintendent (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$90.00
2	Superintendent (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$120.00
3	Superintendent (Emergency Rate)	Emergency Rate	HR	\$120.00
4	Foreman (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$75.00
5	Foreman (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$95.00
6	Foreman (Emergency Rate)	Emergency Rate	HR	\$95.00
7	Laborer (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$30.00
8	Laborer (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$45.00
9	Laborer (Emergency Rate)	Emergency Rate	HR	\$45.00
10	Skilled Laborer (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$40.00
11	Skilled Laborer (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$60.00
12	Skilled Laborer (Emergency Rate)	Emergency Rate	HR	\$60.00
13	Welder (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$85.00
14	Welder (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$115.00
15	Welder (Emergency Rate)	Emergency Rate	HR	\$115.00
16	Equipment Operator (7 AM to 5 PM, Monday through Friday)	Standard	HR	\$45.00
17	Equipment Operator (Any Hours Worked Outside of Standard Time)	Afterhours	HR	\$68.00
18	Equipment Operator (Emergency Rate)	Emergency Rate	HR	\$68.00

End of Exhibit B

Exhibit C
SPECIAL CONTRACT CONDITIONS
MARCH 2024 EDITION
Contract No. C006727

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT – SPECIAL CONTRACT CONDITIONS

Table of Contents:

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

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.

Exhibit C
SPECIAL CONTRACT CONDITIONS
MARCH 2024 EDITION
Contract No. C006727

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.

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.

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

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

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

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

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that

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contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS ("CFCs")

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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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; 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.

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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 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.

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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 Agreement and may result in an immediate work stoppage or termination of the Agreement at no additional cost to the Owner.

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

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

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

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

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

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

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

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

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

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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.
- 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

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misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to 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 Call 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.

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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.

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.

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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.

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).

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

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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 C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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ARTICLE 1 - DEFINITIONS

- 1.1. AGREEMENT/CONTRACT. The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
 - 1.1.1. The Contract Documents consist of those documents specified in Section 23 of the Agreement.
 - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. No Directive shall be construed as a Change Order or other Modification unless it expressly so states.
 - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
 - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. ARCHITECT/ENGINEER. The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 15 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. CONTRACTOR. The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. JOB SITE. The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. OWNER. The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. OWNER'S REPRESENTATIVE. The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 14 of the Agreement or the most current Modification thereto.
- 1.7. PLANS. Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.
- 1.8. PROJECT. The Project is the total construction of which the Work may be the whole or a part.

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

ARTICLE 2 - THE CONTRACT DOCUMENTS

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

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

ARTICLE 3 - OWNER

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

ARTICLE 4 - THE OWNER'S REPRESENTATIVE

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

ARTICLE 5 - CONTRACTOR

- 5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Section 6 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

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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 Section 6 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

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

- 5.4. **WARRANTY.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Section 6 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.
- 5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**
- 5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.
- 5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.
- 5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.
- 5.6. **COMPLIANCE WITH LAWS.** The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.
- 5.7. **TESTS.**
- 5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or

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

- 5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.
- 5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.
- 5.8. **CONTRACTOR - GENERAL.** The duties and responsibilities of the Contractor as set forth in this Article 5 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in these Contract Documents.

ARTICLE 6 - SUBCONTRACTORS

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

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including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.

- 6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Agreement, and any increase in the Contract Sum shall be governed by Article 12.
- 6.3. SUBCONTRACTUAL RELATIONS.
- 6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall, upon the Owner's request, be removed immediately from the Work and shall not again be employed on the Work. Any such failure (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials) by a Subcontractor or Sub-subcontractor shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 6.4. PAYMENTS TO SUBCONTRACTORS.
- 6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.
- 6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.
- 6.4.3. The Contractor shall pay each Subcontractor its proper share of any insurance monies received by the Contractor under Article 11, and it shall require each Subcontractor to make similar payments due to a Sub-subcontractor.

ARTICLE 7 - SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions

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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 Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If 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

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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,

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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,

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

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

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

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maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

- 10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.
- 10.1.7. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby

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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

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

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

ARTICLE 11 - INSURANCE; INDEMNIFICATION

- 11.1. - 11.7. **COMMERCIAL INSURANCE.** Refer to Sections 7.A.-7.F. of the Agreement.
- 11.8. **INDEMNIFICATION.** Refer to Section 7.G. of the Agreement.

ARTICLE 12 - CHANGES IN THE WORK

- 12.1. **CHANGE ORDERS AND DIRECTIVES.** The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.
- 12.2. **CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.** If any Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.
- 12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment

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

- 12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing or Scope of Work. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both.
- 12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change 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

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treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up 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 Agreement or by any warranty or guarantee under this Agreement.
- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and

machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.

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

ARTICLE 15 - TERMINATION OF CONTRACT

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

- 15.2. TERMINATION BY OWNER FOR CAUSE.

- 15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Agreement and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Agreement or a portion thereof.
- 15.2.2. If this Agreement is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have

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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 Section 10 of the Agreement. If a portion of this Agreement is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Agreement so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.
- 16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**
- 16.2.1. This Agreement may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Agreement in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Agreement be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.
- 16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Agreement to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

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- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.
- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the 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 Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to

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

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

ARTICLE 17 - NON-DISCRIMINATORY EMPLOYMENT PRACTICES

- 17.1. POLICIES OF EMPLOYMENT. 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, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 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 non-discriminatory employment practices 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 comply with non-discriminatory employment practices and 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 Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

END OF EXHIBIT D

Exhibit E
SAMPLE FORMS
Contract No. C006727

THIS EXHIBIT CONTAINS THE FOLLOWING:

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

PRIME CONSTRUCTION GROUP, INC.
1000 Jetstream Drive
Orlando, Florida 32824 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____

Contract No. C006727

Project: Underground Utilities Construction - Continuing Services Agreement

Legal Description or Street Address of the Individual Project (s): _____

Contract Sum: _____ and Zero One-Hundredths Dollars (\$ _____ 0.00) (hereinafter "Contract")

BOND:

Date: _____

Amount: _____ (\$ _____) (hereinafter "Bond")

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

**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, FLORIDA 32824 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. C006727
Project: Underground Utilities Construction - Continuing Services Agreement

Legal Description or Street Address of the Individual Project(s): _____

Contract Sum: _____ and Zero One-Hundredths Dollars (\$ _____ .00) (hereinafter "Contract")

BOND:

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

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Agreement (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 Agreement 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 Agreement 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 Agreement 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: _____

**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 # C006727
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 Agreement as to payments, and shall perform all other obligations to be performed under said Agreement 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 Agreement 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_____.

Prime Construction Group, Inc.

By _____

Surety

By _____

DIRECTIVE NO.

CONTRACT NO: C006727

DATE: _____

PROJECT: UNDERGROUND UTILITIES CONSTRUCTION - CONTINUING SERVICES AGREEMENT

TASK WORK ORDER NUMBER: _____

CONTRACTOR: PRIME CONSTRUCTION GROUP, INC.

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions 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 Agreement 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 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

CONTRACTOR: Prime Construction Group, Inc.
CONTRACT NUMBER: C006727
CHANGE ORDER NO. (Insert C.O. Number)

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006727
PROJECT: UNDERGROUND UTILITIES CONSTRUCTION - CONTINUING SERVICES AGREEMENT
CONTRACTOR: PRIME CONSTRUCTION GROUP, INC.

Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, this is to certify that the Work under the above referenced Agreement 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 for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.8 of said General Conditions).

As provided in Section 9.4.1 of the General Conditions 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: _____

Print Name: _____

Title: _____

TASK WORK ORDER FORM (SAMPLE)
AGREEMENT NO. C006727

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

EFFECTIVE DATE: _____

Contracting Officer
Approval/Initials

Project Title:

To:

Attn: _____

FUNDING SOURCE: _____

EXPENDITURE
ACCOUNT NUMBER(s):

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

Requested By: _____ Date: _____
Owner's Representative

Approved By: _____ Date: _____
Department Director or Designee

END OF EXHIBIT E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.4

Board Meeting Date: 12/18/2024

Subject: Construction Engineering and Inspection/Materials Testing Continuing Services Contracts

Presented By: Craig Sandt, Principal Construction Manager

Department: Public Works

STAFF RECOMMENDATION: (Motion Ready): Approve Agenda Item #8.4 award of three-year continuing service agreements to the six (6) top-ranked and selected firms for construction engineering and inspection/materials testing services

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid Posting Date: September 19, 2024

BACKGROUND: Construction Engineering and Inspection (CEI) contractors play a critical role in ensuring the quality and compliance of construction projects. They provide oversight, inspection, and testing services to verify that construction work meets design specifications, safety standards, and regulatory requirements.

This scope of services for this work covers general inspection and material testing for construction projects. The agreement includes services across several specialized areas: Bridge Inspection (Work Group 5), Surveying and Mapping (Work Group 8), Soil Exploration, Material Testing & Foundations (Work Group 9), and Construction Engineering and Inspection (Work Group 10). The work groups mentioned in the scope of services refer to categories established by the Florida Department of Transportation (FDOT) to classify specific types of professional services required for construction and transportation projects. Each work group corresponds to a specialized area of expertise or service. These services are essential for thorough inspection, materials sampling, and testing associated with the construction work.

The agreement will facilitate the following services:

- Maintenance of traffic inspection, coordination, and plan review
- Survey verification
- Permanent pavement inspection and coordination
- Offsite asphalt plant inspection
- Guardrail inspection and certification
- NBIS bridge inspections, including BrM/BMS reporting
- Earthwork, embankment, subsoil excavation, general grading, and material testing
- Rebar and concrete inspection, including concrete cylinder testing
- Drilled shaft inspection
- Mast arm inspections (onsite and offsite)
- Coatings inspection
- Intelligent Transportation System (ITS) inspection
- Emergency inspection services

These services will ensure that all District projects are executed efficiently, safely, and in compliance with applicable standards and guidelines.

FINDINGS AND CONCLUSIONS: On September 19, 2024, Letters of Interest (LOI) were issued to the public for construction engineering and inspection/construction materials testing services for support of various construction projects for the District. Proposals were evaluated by selection committees. A total of ten (10) firms responded to the LOI and six (6) firms were selected based upon the committees' rankings.

Vendor	Location
Conсор Engineering, LLC	Winter Springs, Florida
HNTB Corporation	Lake Mary, Florida
TransSystems Corporation	Orlando, Florida
GAI Consultants, Inc.	Orlando, Florida
Civil/Site Engineering, Inc.	Maitland, Florida
WSB LLC	Jacksonville, Florida

FISCAL IMPACT: Individual projects under the Continuing Services Agreements will be assigned through Task Work Orders. Funding for each Task Work Order will be drawn from the District's approved and budgeted resources, including proceeds from CFTOD Transportation Projects Ad Valorem Bonds.

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

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract Example
- Evaluation Score Sheets



Central Florida Tourism Oversight District

ROUND 1 - FINAL SELECTION 10-31-24

Construction Engineering & Inspections/ CMT Continuing Services Agreement (LOI# C006611)

(Letter of Interest #C006611) Buyer: Sara Medina

Criterion	Weight	Absolute Civil Engineering Solutions, LLC				CDM Smith Inc.				Civil/Site Engineering, Inc.				CONSOR Engineers, LLC				TranSystems Corporation			
		AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG
Round 1	100	39	44	62	48.33	86	81	83	83.33	87	85	83	85	94	93	85	90.7	87	82	88	85.66
Qualifications	20	5	7	10	7.33	17	16	15	16	18	17	15	16.67	18	19	15	17.3	19	17	18	18
Staffing and Resource Availability	30	9	12	17	12.67	24	25	23	24	23	26	23	24	27	26	25	26	23	25	25	24.33
Experience/ Processes and Procedures Fam	50	25	25	35	28.33	45	40	45	43.33	46	42	45	44.33	49	48	45	47.3	45	40	45	43.33
Total	100	39	44	62	48.33	86	81	83	83.33	87	85	83	85	94	93	85	90.7	87	82	88	85.66
Highest 6 Scoring Firms = Consor Engineers, LLC; HNTB Corporation; TranSystems Corporation; GAI Consultants Inc; Civil/Site Engineering, Inc; WSB LLC		GAI Consultants Inc				HNTB Corporation				Rummel, Klepper & Kahl, LLP				Wade Trim				WSB LLC			
		AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG	AF	CS	KL	AVG
		89	84	83	85.34	87	88	88	87.67	77	69	83	76.33	47	52	70	56.3	84	87	83	84.67
		19	19	15	17.67	18	17	18	17.67	17	15	15	15.67	19	12	15	15.3	15	18	15	16
		26	25	23	24.67	23	27	25	25	22	22	23	22.33	18	15	20	17.7	22	27	23	24
		44	40	45	43	46	44	45	45	38	32	45	38.33	10	25	35	23.3	47	42	45	44.67
		89	84	83	85.34	87	88	88	87.67	77	69	83	76.33	47	52	70	56.3	84	87	83	84.67

*Due to close scoring the District has decided to select six (6) firms for the award.

**CONSTRUCTION ENGINEERING INSPECTION AND CONSTRUCTION MATERIAL TESTING -
CONTINUING SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective as of December 18, 2024, between **Central Florida Tourism Oversight District** (herein referred to as the "Owner" or "District"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **TranSystems Corporation Consultants** (herein referred to as the "Consultant"), whose mailing address is 2400 Pershing Road, Suite 400, Kansas City, Missouri 64108.

WITNESSETH:

WHEREAS, Owner has a need for Construction Engineering Inspection ("CEI") and Construction Material Testing ("CMT") services on a continuing and as needed basis;

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposal ("RFP") No. C006611 on September 16, 2024 for Construction Engineering Inspection/ Construction Material Testing Continuing Services;

WHEREAS, ten (10) proposers responded, and TranSystems Corporation Consultants was a high-ranking firm. The Consultant was subsequently selected as one of the six intended awardees; and

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

1. **SCOPE OF SERVICES.** Consultant agrees to perform CEI and CMT services as described in **Exhibit A – Scope of Services** for Owner on an as needed basis based on task work orders mutually negotiated by and between the Owner and Consultant for various individual District projects. Consultant shall provide all labor, materials, permits, equipment, transportation and supervision necessary for the provision of these services for the Owner under this Agreement unless otherwise agreed to in writing by Owner.
 - A. The scope of services Consultant will perform pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to: (1) maintenance of traffic inspection, coordination and plan review; (2) survey verification; (3) permanent pavement inspection coordination; (4) offsite asphalt plant inspection; (5) guardrail inspection and certification; (6) NBIS bridge inspections including BrM/BMS reporting; (7) earthwork, embankment, subsoil excavation, general grading and required material testing; (8) rebar/concrete inspection and concrete cylinder testing; (9) drilled shaft inspection; (10) mast arm inspection (onsite and offsite); (11) coatings inspection; (12) ITS inspection; and (13) emergency inspection services.
 - B. The Owner will request written proposals from the consultant most qualified for each individual project. Projects will be distributed among contract holders based upon their specialty, workload, and capability as determined by the Owner for each project.
 - C. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services; (2) price breakdown; (3) schedule and milestones; and (4) subcontractors and/or sub-consultants for the individual project.
 - D. Task Work Order(s) will be assigned to consultants on an alternating basis while utilizing a fair and balanced approach, but may consider a consultant's specific qualifications based on the type of work requested, current workload, schedule, availability and expertise at the sole discretion of the District.
 - E. Owner does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - F. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any

subsequently issued task work order mutually agreed to by Owner and Consultant.

- G. Owner shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until Owner has given written approval of the work and the reimbursement.
 - H. Owner shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - I. Task Work Order approval(s) shall be pursuant to the established Procurement Thresholds and/or as authorized and approved by the District.
 - J. The size of the Task Work Order will be limited by the financial constraints imposed by Florida Statute §287.055.
2. **CONTRACT TERM.** This Agreement shall commence on **January 1, 2025** and continue in effect for a term of **THREE (3) YEARS**, through and including **December 31, 2027**. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
3. **COMPENSATION.** Owner shall pay Consultant for CEI and CMT services for amounts approved on negotiated Task Work Orders in accordance with the rates set forth in **Exhibit B – Rate Schedule** and the terms of this Agreement. Sub-consultant fees will be negotiated at the time a Task Work Order is initiated for a project using current published rates, if needed. The Owner reserves the right not to use any sub-consultant on a project. Payments will be made based on a percentage of project completion by task. Completed tasks must be approved and agreed upon by the Owner’s Representative before payment will be made. The final reports and deliverables must be approved and agreed upon by the Owner’s Representative before final payment will be made.
- A. Services will be rendered by Consultant pursuant to individual task work orders issued under this Agreement; Owner shall pay Consultant in accordance with the amounts set forth in **Exhibit B**.
 - B. Compensation due may be calculated based on the rates set forth in **Exhibit B** as (1) a lump sum amount; (2) a guaranteed maximum price; or (3) such other basis as the parties shall mutually agree which shall not be exceeded unless agreed to in a writing executed by both parties.
 - C. Consultant shall submit invoices on a monthly basis to the Owner’s Representative identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to Owner that: (1) Consultant has billed Owner for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice; and (2) the amount requested by Consultant is currently due and owing.
 - D. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

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

- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the District Contract Number, invoice date, and an assigned invoice number. Owner reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the Owner's Representative before payment will be authorized.
 - F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and sub-consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within TWENTY-FIVE (25) DAYS of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in *49 CFR 26.29*, requiring payment of all subcontractors for satisfactory performance within THIRTY (30) DAYS of payment to the Prime.
 - G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify Owner upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to Owner within THIRTY (30) DAYS of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - H. **Tax Exemption.** Owner is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8015111104C-9). The Owner's Employer Identification Number is 59-1223432. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the Owner, nor will Consultant be authorized to use Owner's Tax Exemption Number for securing materials listed herein.
4. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.
5. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.
6. **OWNERSHIP OF DELIVERABLES.**
- A. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced and upon payment to Consultant pursuant to the agreed upon payment terms, whether

or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.

B. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Owner and its successors and assigns. Consultant grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Works to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

C. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. **CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to, a Letter of Interest, Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

8. **INSURANCE AND INDEMNIFICATION.**

A. The Consultant 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 Sub-consultants, subcontractors, and Sub-sub-consultants) 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 Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - (6) If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of 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 Consultant is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
 - (9) If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - (10) Consultant is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Consultant holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this 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.
- C. 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 Consultant, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

- E. **WAIVERS.** The Consultant hereby waives, and will require its Sub-consultants and Sub-sub-consultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
 - F. **CLAIMS.** The Consultant and its Sub-consultants and Sub-sub-consultants 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 Consultant, its Sub-consultants and Sub-sub-consultants 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 Consultant shall indemnify District and its appointed board supervisors, officers, employees, and volunteers against, and hold District and its appointed board supervisors, officers, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which District or its appointed board supervisors, officers, employees or volunteers may sustain, or which may be asserted against District or its appointed board supervisors, officers, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute, §725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
10. **PROFESSIONAL STANDARDS.**
- A. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including without limitation all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Owner may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.
 - B. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, employees, or Sub-consultants, as defined in Article 16 (Sub-consultant), has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Owner, then Consultant shall, at Owner's request, promptly make all necessary corrections and/or bear any

and all such additional expenses associated with the correction of same. The foregoing is without limitation of Owner's other rights under Contract or at law. Correction of errors and omissions shall include, but not be limited to, additional architectural and engineering services, design documentation, travel, demolition, removal, relocation, manufacture, fabrication, construction, testing and installation, irrespective of whether originally performed by Consultant, Owner, or a third party.

11. **DETERMINATION OF DISPUTES/CHOICE OF LAW.** 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 or the Services to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be 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.
12. **SUSPENSION/TERMINATION FOR CONVENIENCE.**
 - A. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the Fixed Fee Amount earned by Consultant for the performance of the Services through the date of termination only. Under no circumstances shall Owner be liable for any lost profits, lost revenue, unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed.
 - B. Upon delivery to Consultant of a written Notice to Suspend Services, Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.
13. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (each a "Force Majeure" event). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by a force majeure event shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
 - C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
14. **ASSIGNMENT.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.
15. **KEY EMPLOYEES.** The Consultant staff outlined in **Exhibit D - Consultant Proposal** as responsible for or assigned to this Agreement are considered Key Employees, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services absent prior written consent of Owner.
16. **SUB-CONSULTANT.** If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("Sub-consultant"), then the following provisions shall apply:
- A. Consultant shall obtain Owner's written consent prior to engaging the services of any Sub-consultant and shall not engage any Sub-consultant to which Owner objects;
 - B. Consultant shall direct and coordinate the services of any Sub-consultant commissioned by Consultant;
 - C. Consultant shall bear full responsibility under this Agreement for all services of its Sub-consultant(s), including without limitation each Sub-consultant's negligent errors and omissions;
 - D. The costs of all Sub-consultants' services for the performance of Additional Services compensated on a time-and-materials or cost-reimbursable basis shall be billed to Owner without markup;
 - E. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Sub-consultant, except as may otherwise be required by law;
 - F. All agreements between Consultant and any Sub-consultants shall reflect the terms of this Agreement and require the Sub-consultant, to the extent of the Services to be performed by the Sub-consultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
 - G. Owner shall be a third party beneficiary of all obligations under all agreements between Consultant and any Sub-consultants; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Sub-consultant or any obligation of Owner to any Sub-consultant.
17. **NOTICE.**
- A. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

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

If to Consultant: TRANSYSTEMS CORPORATION CONSULTANTS
Attention: Steven Shaup
2400 Pershing Road, Suite 400
Kansas City, Missouri 64108

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

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

18. **PROMOTION.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner, or the name of the Owner's Representative or its parent, related, affiliated or subsidiary companies or any of their fanciful marks or copyrighted characters or designs:

- A. in any of Consultant's advertising, publicity, or promotion, including but not limited to the Internet; nor
B. in any in-house publication; nor
C. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

19. **CODES.** Consultant's Services shall conform to all applicable building codes, and all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

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

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

22. **ENTIRE AGREEMENT.**

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

- covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.
- B. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
23. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
24. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.
25. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.
26. **THE OWNER'S REPRESENTATIVE.**
- A. **Craig Sandt** shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Designated Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Designated Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Designated Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Designated Representative.
27. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

- 28. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Consultant without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
- 29. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the Owner from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
- 30. **E-VERIFY COMPLIANCE.** The Consultant and its sub-consultants warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a sub-consultant performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the sub-consultant. The Consultant shall be

liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-verify requirements referenced herein.

31. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Consultant certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
- A. Specifically, by executing this Agreement, the Consultant 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 Consultant 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 Consultant be found to:
 - (1) Have falsified its certification herein pursuant to Section 287.135(5), 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 Statutes 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 Consultant, 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 Consultant shall be paid only for the work completed as of the date of the Owner's termination.
 - F. Unless explicitly states 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.
32. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
33. **CONTRACT DOCUMENTS.** The documents comprising the entire understanding between Owner and Consultant shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the Owner's Solicitation for the Services (the "Solicitation Documents"); and (d) the task work orders issued for individual projects pursuant to this Agreement (collectively the "Contract Documents"). The Contract Documents are incorporated herein by reference for all purposes.
- A. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

B. **Exhibits to Agreement.** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-10)
- Exhibit B: Rate Schedule (B-1)
- Exhibit C: Task Work Order Form [sample] (C-1)
- Exhibit D: Consultant Proposal (D-1 through D-100)

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONSULTANT
TRANSYSTEMS CORPORATION CONSULTANTS

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: December 18, 2024

Date: _____

**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT NO. C006722**

SECTION 1. SCOPE OF SERVICES OVERVIEW

- 1.1 A summary of general scope items for the Construction Engineering Inspection (“CEI”) and Construction Material Testing (“CMT”) services is summarized below. This is a representation of the types of tasks or work that may be requested by the District and is not meant to be a comprehensive list. The exact scope of work and scale of the services will be defined during each project initiation.
- 1.2 The scope of services Consultant will perform pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to: (a) maintenance of traffic inspection, coordination and plan review; (b) survey verification; (c) permanent pavement inspection coordination; (d) offsite asphalt plant inspection; (e) guardrail inspection and certification; (f) NBIS bridge inspections including BrM/BMS reporting; (g) earthwork, embankment, subsoil excavation, general grading and required material testing; (h) rebar/concrete inspection and concrete cylinder testing; (i) drilled shaft inspection; (j) mast arm inspection (onsite and offsite); (k) coatings inspection; (l) ITS inspection; and (m) emergency inspection services.

SECTION 2. EMERGENCY RESPONSE WORK

- 2.1 This agreement includes emergency response as needed to support the District in responding to items that may threaten the functionality of infrastructure and/or the safety and welfare of the public.
- 2.2 As part of this agreement, the Consultant shall provide the District a Primary Contact with a 24-hour attended telephone number for the District to call to request emergency response service. The Consultant shall provide same day response for any emergency request twenty-four (24) hours per day, seven (7) days a week, including holidays. The Consultant 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 will be 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.
- 2.3 Emergency response is typically to perform an inspection to identify any areas of concern, as needed to assess imminent threats regarding infrastructure operation.

SECTION 3. CONSULTANT FURNISHED ITEMS

- 3.1 Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
- 3.2 Provide each inspection staff with a laptop computer (or tablet) using a mobile broadband connection at the jobsite.
- 3.3 All computer coding shall be input by Consultant personnel using equipment furnished by them.
- 3.4 All informational, contractual and other business required for this project will be through a system of paperless electronic means.
- 3.5 When the specifications require a written submission of documentation, such documents must be submitted electronically.
- 3.6 All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The District will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All

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persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

- 3.7 Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

SECTION 4. VEHICLES AND EQUIPMENT

- 4.1 **Vehicles:** Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

4.2 **Field Equipment:**

- A. Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.
- B. Hard hats and safety vests shall have the Consultant's name visibly displayed.
- C. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- D. Handling of nuclear density gauges shall be in compliance with license requirements.
- E. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field equipment at all times.

4.3 **Licensing for Equipment Operations:**

- A. Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the District, upon request.
- B. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida District of Health.

SECTION 5. LIAISON RESPONSIBILITY OF THE CONSULTANT

- 5.1 For the duration of the Agreement, keep the District's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.
- 5.2 Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.), ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.
- 5.3 Inform the designated District project personnel of any design defects, reported by the Contractor or observed by the Consultant.
- 5.4 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

SECTION 6. CONSULTANT PERFORMANCE

- 6.1 During the term of this Agreement and all Supplemental Amendments thereof, the District will review various phases of the Consultant's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement.

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- 6.2 Cooperate and assist District representatives in conducting the reviews. If deficiencies are indicated, immediately implement remedial action. Document the District's recommendations and the Consultant's responses/actions. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include, but are not limited to, the following:
- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days of notification.
 - B. Immediately replace personnel whose performance has been determined by the Consultant and/or the District to be inadequate.
 - C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
 - D. Increase the scope and frequency of training of the Consultant personnel.

SECTION 7. REQUIREMENTS OF THE CONSULTANT

7.1 General:

- A. Monitor and inspect the construction such that the project is performed in conformance with the plans, specifications, and special provisions in order to provide certification of conformance.
- B. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the District, and direct the Contractor to correct such observed discrepancies.
- C. Inform the designated District project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the Contractor's work and the corrective action that has been directed to be performed by the Contractor.

7.2 Independent Engineering Judgment: Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the District, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is the District's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

7.3 Public Safety: Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.

7.4 Timely Resolution: Prioritize the District's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

7.5 Survey Control:

- A. Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items; (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and (3) perform incidental engineering surveys.
- B. Provide survey data in the appropriate datum, as specified in the project plan set.

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7.6 On-site Inspection:

- A. Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant shall monitor off-site activities and fabrication unless otherwise stipulated by individual work authorization scope.
- B. Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan, in accordance with the District's procedures. Consultant employees performing such services shall be qualified in accordance with the District's procedures.

7.7 Bridge Inspection:

- A. **Phase 1 – Inspection:** All inspections will be performed in conformance with the following Florida Department of Transportation (FDOT) and federal inspection standards:
 - 1. FDOT Bridge and Other Structures Inspection and Reporting Procedure – Topic No. 850-010-030-k
 - 2. FDOT Bridge Management System (BMS) Coding Guide
 - 3. FDOT Bridge Inspection Field Guide
 - 4. National Bridge Inspection Standards – Code of Federal Regulations 23, Part 650, Subpart C.
 - 5. Manual for Bridge Evaluation – American Association of State Highway and Transportation Officials (AASHTO).
 - 6. Bridge Inspector's Reference Manual – U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)
 - 7. Inspection of Fracture Critical Bridge Members – FHWA-IP-86-26
 - 8. Moveable Bridge Inspection, Evaluation, and Maintenance Manual – AASHTO
 - 9. FLH Culvert Assessment and Decision-Making Procedures Manual – FHWA
 - 10. Culvert and Storm Drain System Inspection Guide – AASHTO
 - 11. Evaluating Scour at Bridges – Hydraulic Engineering Circular 18 FHWA-HIF-12-003
 - 12. Underwater Inspection of Bridges – FHWA-NHI-10-027/ FHWA-NHI-10-079
 - 13. Manual on Uniform Traffic Control Devices – (USDOT/FHWA)
 - 14. Roadway and Traffic Design Standards Index Nos. 600-651 (Standard Plans Index 102-600 to 102-651) – FDOT
 - 15. Utility Accommodation Manual – (FDOT)
 - 16. Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies – January 29, 2010 (FHWA)
- B. All field inspections will be directed on site by a Certified Bridge Inspector or Certified Professional Engineer (P.E.) 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 Team Leader shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT.
- C. All underwater team leaders shall meet the minimum Safety Bridge Inspection Team Leader Requirements from FDOT pertaining to underwater team leaders.

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- D. 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 Certified Bridge Inspector or P.E. in charge will perform a personal inspection of all significant deficiencies.
 - E. Any significant deficiencies found during the inspection process will be summarized in letter form and a copy provided to CFTOD 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 CFTOD immediately.
 - F. **Phase 2 - Inspection Reports:** The individual inspection report will be prepared for each bridge structure listed in the scope of services. The report will provide a photographic and written identification of the bridge, a comprehensive description of all deficiencies and probable causes of those deficiencies, will specify required corrective action, and will include an evaluation of any previous corrective action in accordance with the FDOT Bridge Inspection and Reporting Manual. A draft report will be submitted for review and a final signed and sealed report will be submitted upon completion of all project tasks.
 - G. **Phase 3 – BrM, EDMS, and BMS Reporting:** Upon completion of the inspections and delivery of the draft reports, all existing bridge records will be updated for this new cycle of bi-annual inspections in the FDOT’s database and reporting system and uploaded into the EDMS. Reports are to be signed and sealed by a Professional Engineer, licensed in the State of Florida, and submitted to FDOT and CFTOD.
- 7.8 **Sampling and Testing:** Perform sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies set out in the project specific specifications, shall be met. In complying with the aforementioned specifications, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.
- A. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, etc.
 - B. The District will monitor the effectiveness of the Consultant's testing procedures through observation. The District reserves to perform independent verification testing.
 - C. Sampling, testing and laboratory methods shall comply with the Contract Documents.
 - D. Prepare and submit sampling and testing documentation reports to the District the same week that the construction work is performed.
 - E. Transport samples to be tested in a FDOT certified laboratory within 24 hours after the initial cure. The Consultant will provide the VT Laboratory ID number for sample delivery. Transmittal card must accompany the sample.
- 7.9 **Engineering Services:**
- A. Services shall include maintaining the required level of surveillance of Contractor activities and interpreting the plans and specifications. Maintain complete, accurate records of all activities and events relating to the project. The following services shall be performed:
 - B. Attend a pre-construction meeting for individual work authorizations. Provide appropriate staff to attend and participate in this meeting.
 - 1. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
 - 2. Analyze the Contractor’s schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents, as required by the District on an as needed basis. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone

**EXHIBIT A
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- dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
3. Analyze problems that arise on a project and proposals submitted by the Contractor and work with the District Construction Project Manager to resolve such issues, and process the necessary documentation.
 4. Monitor, inspect, and document utility relocation self-performed by the Contractor for conformance with RCES Standards. Assist the District Construction Manager in facilitating coordination and communication between RCES representatives, District's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including District and adjacent stakeholder owned facilities.
 5. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the District to make timely payment to the Contractor.
 6. Prepare and submit to the Construction Project Manager a monthly status report, in a format to be specified by the District.
 7. Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
 8. Provide a digital device for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
- C. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.
 - D. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.
- 7.10 **Geotechnical Engineering:** The prime Consultant may engage the services of a geotechnical sub-consultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the District for the satisfactory performance and timeliness of these services.
- 7.11 **Asphalt Plant Services:** The prime Consultant may engage the services of an Asphalt Plant sub-consultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the District for the satisfactory performance and timeliness of these services.
- 7.12 **Miscellaneous Services:** The prime Consultant may engage the services of a sub-consultant to perform some miscellaneous services indicated within this proposal. The prime Consultant shall submit for approval a list of sub consultants, along with their qualification documentation, that will be performing duties under each individual task order. The Prime Consultant will be responsible to the District for the satisfactory performance and timeliness of these services.

SECTION 8. PERSONNEL

8.1 General requirements:

- A. Provide prequalified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement.
- B. Unless otherwise agreed to by the District, the District will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

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8.2 Personnel Qualifications:

- A. Provide competent personnel qualified by experience and education. Submit to the Owner's Representative the names of personnel proposed for assignment to the individual project, including a detailed resume for each containing at a minimum: certifications, education, and experience.
- B. Personnel identified in **Exhibit D - Consultant Proposal** shall be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the District. Staff that has been removed shall be replaced by the Consultant within seven (7) calendar days of District notification.

8.3 Staffing:

- A. Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final project certification. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the District has received a regular acceptance letter.
- B. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.
- C. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed up to ten (10) calendar days to demobilize, relocate, or terminate such forces.

8.4 Sub-consultants: The use of sub-consultants to perform additional work functions will be allowed, provided sub-consultant(s) are approved by the District for the work.

SECTION 9. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM

9.1 Quality Assurance and Quality Control Plan:

- A. Within 30 days after receiving an executed Task Work Order, furnish a QA/QC Plan to the Owner's Representative. The QA/QC Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the District approves the Consultant's QA/QC Plan.
- B. Significant changes to the work requirements may require the Consultant to revise the QA/QC Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:
 1. Organization: A description is required of the Consultant's QA organization and its functional relationship to the part of the organization performing the quality assurance work under the Agreement. The authority, responsibilities and autonomy of the QC organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
 2. QA/QC Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
 3. QA/QC Records: Outline the types of records which will be generated and maintained during the execution of the QA/QC program.
 4. Control of Sub-consultants and Vendors: Detail the methods used to control sub-consultant and vendor quality.
 5. QA/QC Certification: An officer of the Consultant firm shall certify that the inspection and documentation was performed in accordance with the Contract Documents and District procedures.

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9.2 *Quality Assurance Reviews:*

- A. Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Owner's Representative in written form no later than one (1) month after the review.
- B. On short duration, CEI projects (nine (9) months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.
- C. On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CEI staff.

9.3 *Records:* Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the District, upon request, during the Agreement term. All records shall be kept at the primary job site and subject to audit review.

SECTION 10. CERTIFICATION OF CONSTRUCTION

10.1 *Certification of As-Built Plans Submittal:* Prepare documentation and records in compliance with the Agreement, Quality Assurance/Quality Control (QA/QC) Plan, or Consultant's approved QC Plan and the District's Procedures the Contract Documents.

10.2 *Certification of Conformity to Plans and Specifications:* Duly authorized representative of the Consultant firm will provide a digitally signed form pursuant to District's procedures.

SECTION 11. AGREEMENT MANAGEMENT

11.1 With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each sub-consultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to sub-consultants. Invoices not including this required information may be rejected.

11.2 When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing.

SECTION 12. ELECTRICAL SAFETY POLICY

12.1 Implicit on all electrical work performed at any of the Owner's properties is the Consultant's (and its Sub-consultant's and Sub-sub-consultant's) strict compliance with the Owner's Electrical Safety Policy ("policy").

12.2 The policy is that all electrical work shall be performed de-energized as a standard work practice. This policy applies to the Consultant, its Subcontractors, Sub-subcontractors, Sub-consultants, Sub-sub-

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consultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Consultant is expected to exercise good judgment and take 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.

- 12.3 The Consultant agrees that its employees and agents and the employees of any of its Subcontractors, Sub-subcontractors, Sub-consultants, Sub-sub-consultants 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.
- 12.4 In the narrowly limited circumstances when exposed energized parts are not de-energized, excluding diagnostic testing that cannot be performed de-energized, a documented job briefing shall be completed. The intent of the briefing is to provide notification for performing energized work to the Owner's Representative prior to performing the work. The job briefing shall include, but not be limited to, the following:
- Validation for energized work
 - Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
 - Work procedures
 - Energy source controls such as physical barriers or meter verification
 - Personal protective equipment to be utilized
 - Job work plan summary
 - Record of the names of all workers involved in the work/briefing
- 12.5 The Consultant understands and agrees that the Owner, throughout the term of the Contract, may review the Consultant's, Sub-consultant's, and Sub-sub-consultant's safe work plan(s) to confirm for its operations and the safety and wellbeing of its cast, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.
- 12.6 Consultant shall establish or shall cause its Sub-consultants or Sub-sub-consultants to establish appropriate boundaries to restrict access around the work based on the type of hazard present. A flash protection boundary shall be established by the qualified person of the Consultant or its Sub-consultants or Sub-sub-consultants 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.
- 12.7 A **limited approach boundary** shall be established by the qualified person of the Consultant or its Sub-consultants or Sub-sub-consultants 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.
- 12.8 The Consultant understands and agrees that it is the responsibility of the Consultant to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the policy for all electrical work. The Owner reserves the right to observe and/or audit the Consultant's (or

**EXHIBIT A
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its Sub-consultants' or Sub-sub-consultants') work without notice. The Consultant expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this policy is a material breach of the Contract and may result in an immediate work stoppage or termination of the Contract at no additional cost to the Owner.

SECTION 13. TASK WORK ORDERS

13.1 Services will be requested as needed by District, and will be authorized on a Task Work Order ("TWO") basis. Task Work Order Review and Approval Process (sample "TWO" form included as **Exhibit C**):

- A. The District will request written proposals from the consultant most qualified for each individual project. Projects will be distributed among contract holders based upon their specialty, workload, and capability as determined by the District for each project. Written proposals must include the following:
 - 1. Scope of Services (should be detailed and outline all tasks, deliverables, etc.);
 - 2. Price Breakdown (should be detailed to ensure the rates are pursuant to Agreement);
 - 3. Schedule and Milestones (should outline a start date, substantial completion date, end date, all milestones (i.e. 30%, 60%, 90% plans, etc.) for deliverables); and
 - 4. List of subcontractors and/or sub-consultants, if applicable.
- B. Task Work Order(s) will be assigned to consultants on an alternating basis while utilizing a fair and balanced approach, but may consider a consultant's specific qualifications based on the type of work requested, current workload, schedule, availability and expertise at the sole discretion of the District.
- C. Task Work Order approval(s) shall be pursuant to the established Procurement Thresholds and/or as authorized and approved by the District.

13.2 The size of the Task Work Order will be limited by the financial constraints imposed by Florida Statute §287.055.

13.3 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned herein to Consultant. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

END OF EXHIBIT A

**EXHIBIT B
RATE SCHEDULE
AGREEMENT NO. C006722**

1.1 The following will be the loaded hourly billing rates in effect throughout the term of the Agreement:

PRIME CONSULTANT - FULLY LOADED RATES	
Labor Classification – Transystems Corporation Consultants	Fully Loaded Hourly Rate
Project Manager/Project Administrator	\$283.70
Senior Project Engineer	\$282.49
Project Administrator	\$184.28
Contract Support Specialist	\$109.59
Technical Secretary	\$72.72
Senior Roadway Inspector/Senior Asphalt Inspector	\$113.81
Senior Roadway Inspector	\$103.97
Senior Bridge Inspector	\$119.26
Roadway Inspector	\$78.82
Roadway Inspector/Concrete Inspector	\$73.06
Senior Certified Bridge Inspector	\$146.57
Certified Bridge Inspector	\$111.00
Coatings Inspector/Light/Sign Pole Inspector	\$204.57
ITS Inspector	\$123.58
Assistant Bridge Inspector	\$76.85
Report Technicians for FDOT Bridge Uploads	\$83.85

SUB-CONSULTANT - FULLY LOADED RATES			
Ayers Associates, Inc.		Elipsis Engineering & Consulting, LLC	
Labor Classification	Fully Loaded Hourly Rate	Labor Classification	Fully Loaded Hourly Rate
Underwater Bridge Inspection	\$151.58	Senior Roadway Inspector/ Senior Bridge Inspector	\$107.72
CDM Smith, Inc.		Roadway Inspector	\$75.40
Project Administrator	\$169.59	Asphalt Plant Inspector	\$122.99
Senior Roadway Inspector	\$119.24	Foundation & Geotechnical Engineering, LLC	
Roadway Inspector	\$98.16	Field Pile Driving Technician	\$156.80
Senior Bridge Inspector	\$97.43	Senior Pile Driving Engineer	\$217.35
Echo UES, Inc.		Chief Pile Driving Engineer	\$191.36
Professional Surveyor	\$169.91	Drilled Shaft Field Technician/ Drilled Shaft Foundations	\$99.36
Survey Crew Chief	\$101.03	Pragma Consulting, Inc.	
Survey Field Crew	\$61.05	Precast Concrete Plant Inspection	\$92.61
Element Engineering Group, Inc.		RS&H, Inc.	
Professional Surveyor	\$191.95	Senior Bridge Inspector	\$118.83
Survey Crew Chief	\$103.62		
Instrument Operator	\$80.00		
Rod Person	\$56.31		

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

END OF EXHIBIT B

EXHIBIT C
TASK WORK ORDER FORM (SAMPLE)
AGREEMENT NO. C006722

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

EFFECTIVE DATE: _____

Contracting Officer
Approval/Initials

Project Title:

To:

Attn: _____

FUNDING SOURCE: _____

EXPENDITURE
ACCOUNT NUMBER(s):

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

Requested By: _____ Date: _____
Owner's Representative

Approved By: _____ Date: _____
Department Director or Designee

END OF EXHIBIT C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CONTINUING SERVICES - CONSTRUCTION ENGINEERING & INSPECTION/CMT

LOI# C006611

Submitted October 4, 2024



TRANSYSTEMS

A COVER LETTER



October 4, 2024

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

TranSystems Corporation Consultants
200 E Robinson Street
Suite 600
Orlando, FL 32801

RE: CEI/CMT Continuing Engineering Services Agreement | LOI C006611

Dear Selection Committee:

The Central Florida Tourism Oversight District (CFTOD) plays a crucial role in maintaining and improving the infrastructure that supports one of the world's most vibrant tourist destinations. With the district overseeing important projects affecting millions of visitors, residents, and businesses, securing a reliable construction engineering and inspection (CEI) consultant is essential.

TranSystems has extensive experience in municipal and regional projects across Central Florida. We understand the unique infrastructure needs of CFTOD and are well-versed in the regulatory requirements and construction challenges specific to the district. Our team has a proven track record of delivering reliable, high-quality CEI services, verifying compliance, safety, and efficiency in every project. More importantly, we are committed to supporting the District's vision of maintaining and enhancing world-class infrastructure, aligning our goals with yours.

CFTOD prioritizes the maintenance and enhancement of world-class infrastructure to support the region's tourism-driven economy. TranSystems understands the importance of verifying the safety and efficiency of transportation networks, upholding high standards for public facilities, and managing growth in a way that complements the tourism industry. We offer CFTOD:



Expertise in Tourism-Centric Infrastructure: TranSystems specializes in providing CEI services for infrastructure projects in high-traffic environments, focusing on the safety and efficiency of roads, bridges, and utilities. Our previous experience includes CEI services on nine projects for the Reedy Creek Improvement District and we have also conducted tunnel inspections on two Walk Disney World projects. Our expertise in managing the challenges of high-traffic conditions, such as on the Kirkman Extension, supports the longevity and performance of critical infrastructure serving millions of visitors. Committed to minimizing disruptions during construction, we deliver solutions that enhance traffic flow, improve accessibility, and achieve resilience of transportation networks in areas with significant public demand.



Proactive Partnership: We are committed to being a proactive partner to the contractor, achieving smooth collaboration and efficient project delivery. Our approach emphasizes teamwork, clear communication, and flexibility to address challenges as they arise. By fostering a cooperative environment, we aim to support the contractor's efforts, so our CEI services enhance project progress, not impede it. We believe in being part of the solution, working together to achieve the project's goals while maintaining the highest quality, safety, and compliance standards.



Regulatory Compliance Expertise: TranSystems verifies our projects adhere to local, state, and federal standards, with a comprehensive approach to regulatory compliance throughout every phase of construction. Maintaining strict oversight and clear documentation guarantees that each project aligns with CFTOD governance priorities and expectations. Our commitment to transparency fosters open communication with stakeholders, so inspections, reporting, and engineering services are fully accountable and meet the highest quality standards. This approach supports CFTOD's mission and reinforces public trust in the infrastructure that serves millions of visitors.



A COVER LETTER



Proactive Problem Solving: With a strong track record in CEI services, TranSystems excels at identifying and addressing potential construction challenges before they escalate so projects run smoothly and efficiently. We minimize disruptions that affect project timelines or public access by conducting thorough inspections, proactive planning, and real-time issue resolution. Our ability to foresee and mitigate risks helps keep construction on schedule and within budget while maintaining the highest safety, quality, and compliance standards.



Cost-Effective Solutions: We are committed to delivering exceptional value through innovative CEI approaches to optimize budget efficiency without compromising quality or performance. We have developed solutions that streamline construction processes and minimize costs by leveraging advanced technologies, best practices, and creative problem-solving. Our focus on cost-effective strategies verifies that resources are utilized effectively, enabling us to deliver projects that meet expectations within financial constraints.



Local Knowledge & Experience: Having extensive experience working on a variety of infrastructure projects across Central Florida, TranSystems understands the region's unique demands, including high traffic volumes, seasonal fluctuations, and the need for robust, long-lasting infrastructure. Our familiarity with local conditions allows us to anticipate and address the specific challenges posed by CFTOD's complex transportation networks, environmental considerations, and regulatory requirements. This experience enables us to provide tailored CEI solutions to deliver projects efficiently. Our proven track record in the region positions us to offer insights and strategies that align with CFTOD's priorities and the expectations of millions of visitors.



This contract will be managed by **Dominic Fiandra, CMIT**, who will serve as designated point-of-contact and emergency response contact. Dominic has over 17 years of experience in construction, inspection, and project management of roadway, bridge, stormwater, and utility construction projects, including the Kirkman Extension for Orange County, FDOT, and Universal City Development. He has successfully managed multiple construction projects for various clients throughout Central Florida, including multiple roadway and bridge projects for FDOT District 5, private clients, and various municipalities.

We are confident our extensive experience in providing CEI services, particularly in high-traffic and tourist-heavy areas, positions us as an ideal partner for CFTOD. Our commitment to quality, safety, and efficiency, combined with our understanding of the region's infrastructure challenges, means we deliver solutions tailored to meet CFTOD's specific needs. We look forward to the opportunity to support the District in delivering successful projects that serve millions of visitors while maintaining the highest standards of performance and compliance.

Sincerely,

TranSystems Corporation d/b/a TranSystems Corporation Consultants

James "Bo" Sanchez, PE
Principal-in-Charge - Signatory
bsanchez@transystems.com
321-436-7172

Dominic Fiandra, CMIT
Project Manager - Point of Contact
dbfiandra@transystems.com
407-473-5337



B QUALIFICATIONS/EXPERIENCE

TRANSYSTEMS | ALL-IN, ALWAYS

At TranSystems, we're passionate about CEI. Since our founding in 1966, our mission has been to address the transportation challenges communities face through expert oversight and quality assurance in construction projects. Over the years, we have expanded into a national firm with more than 5,200 professionals across 100 offices, all dedicated to verifying transportation infrastructure is built to the highest standards of safety, efficiency, and reliability. Our passion for maintaining and enhancing transportation networks drives us to provide innovative, top-tier CEI solutions that meet the evolving needs of our clients and communities.

OUR QUALIFICATIONS

CFTOD needs a skilled and reliable partner to maintain and enhance critical infrastructure, achieving seamless operations for millions of visitors annually. Supporting a tourism-centric region requires a CEI team with expertise in managing high-traffic environments, strict regulatory compliance, and the ability to address complex challenges. TranSystem's qualifications make us the ideal fit—bringing a wealth of experience in local infrastructure projects, a strong understanding of regulatory frameworks, and specialized knowledge in areas like roadway design and bridge inspection. We are committed to delivering the quality, efficiency, and safety the District needs to sustain its world-class reputation.

TranSystems has organized a highly skilled team to handle multiple Task Work Orders simultaneously. This team has a proven track record of collaboration on similar projects, such as the Kirkman Road extension project for Universal, so team chemistry is already established!

- Extensive CEI Experience:** TranSystems has a long history of delivering CEI services for regional clients across Central Florida, including complex projects for high-traffic areas. Given the District's responsibility for high-traffic areas critical to the region's tourism-driven economy, our history of successfully managing complex infrastructure projects in similarly busy environments positions us as an ideal partner. We understand the unique challenges associated with maintaining traffic flow and public safety, and minimizing disruptions during construction in these areas. This expertise will enable us to provide efficient, high-quality CEI services that meet the District's specific needs.
- Tourism Infrastructure Expertise:** Our team has developed a comprehensive understanding of the unique demands placed on roadways, utilities, and public spaces that must accommodate large volumes of visitors from our CEI work with the former Reedy Creek Improvement District and Universal Studios. This expertise allows us to anticipate and mitigate the challenges of managing construction in high-traffic areas while achieving minimal disruption to tourism activities. Our team's familiarity with the infrastructure needs of such environments achieves delivery of efficient and reliable CEI services that prioritize safety, accessibility, and long-term functionality for both visitors and the local community.

Our team has completed CEI services on the following relevant projects within the past five years. These projects demonstrate our team's expertise in managing multifaceted transportation improvements, which directly aligns with CFTOD's needs for all-encompassing CEI services. **Please see our specific project references for the Kirkman Interchange, SR 482/Sand Lake Road Widening and John Young Parkway Flyover Bridge, and Inspection Services for Local Government Owned and Maintained Bridges in Section C.**

PREQUALIFICATION	FIRM
WORK GROUP 5	
5.1	TranSystems, Ayres
5.2	
5.3	
5.4	
WORK GROUP 8	
8.1	ECHO, ELEMENT
8.2	ECHO, ELEMENT
8.3	ELEMENT
8.4	ECHO, ELEMENT
WORK GROUP 9	
9.1	Foundation and Geotechnical Engineering (FGE), Elipsis
9.2	FGE, Elipsis
9.3	FGE, Elipsis
9.4.1	FGE
9.4.2	FGE
9.5	FGE
WORK GROUP 10	
10.1	TranSystems, CDM Smith (CDM), Elipsis
10.3	TranSystems, CDM, Elipsis
10.4	TranSystems, CDM, Elipsis
10.5.1	TranSystems
10.5.2	TranSystems
10.5.3	RS&H
GIS Mapping	
ECHO, ELEMENT	



B QUALIFICATIONS/EXPERIENCE

Our **Project Manager, Dominic Fiandra, CMIT**, has more than 17 years of experience in construction, inspection, and project management of roadway and bridge construction projects. This includes his successful management of the Kirkman Extension for Orange County and multiple construction projects for various clients throughout Central Florida, including Universal City Development, FDOT District Five, private clients, and various municipalities.



Dominic was the Project Administrator for two previous Reedy Creek Improvement District (RCID) CEI projects: **World Drive North Utility Relocation**, and **World Drive and Osceola Parkway Interchange**. These projects involved roadway and bridge widening, extensive maintenance of traffic, a stormwater pollution prevention plan (SWPPP), relocating utilities, and box culvert extensions. Dominic's responsibilities included project management, reviewing/writing daily construction reports, managing field personnel, utility coordination, assisting field staff with onsite density and concrete testing, inspecting contractor operations, and maintaining punch lists. These projects demonstrate Dominic's expertise in managing complex utility relocations and large-scale infrastructure improvements in high-demand areas. Additionally, his project management experience, including daily reporting, inspection, field testing, and compliance with MOT and SWPPP, directly aligns with the district's projects' oversight and quality control needs in high-traffic, tourism-centric regions.

Dominic led our team in providing comprehensive CEI services for the **Kirkman Extension Project** in Orange County. His duties included contract administration, CPM schedule reviews, weekly production tracking, cost proposal reviews and negotiations, field inspection, materials sampling and testing, and reviewing and evaluating bid documents. Dominic provided extensive stakeholder coordination with FDOT, Lockheed Martin Corporation, Universal Studios, and the UCF Rosen School of Hospitality Management. This project, aimed at improving regional mobility and enhancing access to key economic and tourism hubs, aligns closely with the needs of CFTOD. With experience managing such a multifaceted project in a tourism-centric area, Dominic is well-equipped to oversee similar initiatives for CFTOD, achieving improvements to transportation infrastructure to support the region's economic and tourism growth while maintaining high quality and safety standards.

Dominic also led the CEI team for **Victory Pointe Park** project for the City of Clermont. He oversaw all aspects of contract administration and daily inspection operations for this complex beautification and stormwater improvement project. Further responsibilities involved managing embankment placement and tracking, CPM schedule reviews, change orders reviews and negotiations, weekly progress updates to stakeholders, rebar, stormwater system upgrades, utility relocations, and the construction of significant site amenities such as an observation tower and restroom pavilion. The complexity of this project and the focus on infrastructure enhancements and stormwater management are extremely relevant to CFTOD's needs. With proven expertise in handling contract administration, inspection services, and utility coordination on large-scale projects, Dominic is well-prepared to support the District's CEI initiatives, verifying projects are delivered efficiently, safely, and aligned with regional goals.

Dominic also has experience leading emergency response tasks. He managed three hurricane damage repair projects for Seminole County: **Mellonville Ditch, Smith Canal, and Willingham Pond Improvements**. These projects included management of all aspects of contract administration and daily inspection operations. The scopes involved extensive drainage improvements, including installing articulated block revetment, gabion baskets, subsoil excavation, embankment placement, and implementation of the SWPPP. These projects demonstrate Dominic's ability to handle complex drainage and infrastructure improvements, verifying that environmental compliance and safety standards are met. These skills are directly related to the needs of CFTOD, particularly in managing stormwater systems and infrastructure projects while coordinating with multiple stakeholders and maintaining effective communication throughout the project lifecycle.



Dominic Fiandra, CMIT

Project Manager/Project Administrator

Dominic has worked in many aspects of the CEI arena, starting as an office aide and moving up in the inspection ranks to Senior Inspector and Construction Project Management. He has over 18 years of experience in the construction, inspection, and project management of roadway construction, milling and resurfacing, bridge, box culvert installation, trail, and park projects. His experience includes multiple roadway/bridge crossings with various railroad lines, as well as vast experience with embankment operations, milling and resurfacing, MSE wall installation, prefabricated pedestrian bridge installation, drainage, wick drain installation, surcharge, pile driving, drilled shafts, beam setting operations, concrete, and various other construction activities. He has successfully managed multiple construction projects for various clients throughout Central Florida, including multiple roadway and bridge projects for FDOT District 5, private clients, and various municipalities

World Drive North Utility Relocation, Reedy Creek Improvement District (RCID), Orlando, FL; Project Administrator. CEI services for the relocation of utilities, such as 3,700 LF of 69kV, 5,000 LF of 12kV in duct bank; 7,220 combined LF of 30" ductile iron pipe and 20" DIP of reclaimed water; box culvert extension; as well as the construction of turn lane to facilitate construction traffic crossing another direction. Responsibilities included project management reviewing/writing daily construction reports, managing field personnel, utility coordination, assisting field staff with onsite density and concrete testing, inspecting contractor operations, reviewing maintenance of traffic (MOT) and Stormwater Pollution Prevention Plan (SWPPP) reports, and maintaining punch lists. Cost: \$10.2M | Contact: Craig Sandt, Construction Project Manager, (407) 828-2270 | Dates: 2016 to 2018

World Drive and Osceola Parkway Interchange, RCID, Orlando, FL; Project Administrator. CEI for this project to construct a loop ramp, which included 323 LF of bridge widening, construction of a new off-ramp, three new retention ponds, and relocation of utilities such as 800 LF of 12" force main, 800 LF of 12" reclaimed water, and 800 LF of 16" water main. Responsibilities included project management, reviewing/writing daily construction reports, managing field personnel, utility coordination, assisting field staff with onsite testing, inspecting contractor operations, reviewing the MOT and stormwater pollution prevention plan reports, and maintaining punch lists. Cost: \$11M | Contact: Craig Sandt, Construction Project Manager, (407) 828-2270 | Dates: 2016 to 2017

Kirkman Extension, Orange County, FL; Project Administrator. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange (SPUI) at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2021 to Present.

CEI Group 151: SR 482/Sand Lake Road Widening & John Young Parkway Flyover Bridge, FDOT District 5, Orange County, Florida (FPNs: 40714345201, 40714355201, 40714365201); Project Administrator. CEI services for the widening and reconstruction of three miles of SR 482 (Sand Lake Road) and the construction of a steel structure flyover bridge on John Young Parkway over SR 482. The widening of Sand Lake Road included widening four bridges over Kirkman Road and the replacement of the Shingle Creek Bridges with a single concrete structure. The project also included major utility relocations, sanitary sewer, a sanitary sewer lift station,

TIN: F53616284

Education

Construction Manager in Training, Construction Management Association of America, 2020

Certificate, Professional Project Management
Seminole State College, 2014

Certifications

Asphalt Paving Technician - Level 1
Asphalt Paving Technician - Level 2
Concrete Field Inspector- Level 1
Concrete Field Inspector Specification
Concrete Field Inspector- Level 2
Earthwork Construction Inspection Level 2
Earthwork Construction Inspection Level 1
Final Estimates - Level 1
Final Estimates - Level 2
Pile Driving Inspection
QC Manager

Years of Experience

18

Years with Firm

3



water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$80M | Contact: Trevor Williams, (407) 625-4360 | Dates: August 2021 to October 2021

SR 429 Wekiva Parkway Segment 1B, Central Florida Expressway Authority (CFX), Apopka, FL; Assistant Project Administrator. CEI for this project to construct 2.5 miles of a new four-lane limited-access toll road to include an interchange with Kelly Park Road. This project included more than 2 million cubic yards of embankment, six bridges consisting of Florida I-Beams, Florida U-Beams, and variable depth steel box girders. The project also included an extension of the toll road fiber-optic Network and ITS improvements. Cost: \$46M | Contact: Don Budnovich, (407) 690-5334 | Dates: 2015 to 2017

Natural Resources Conservation Projects: Mellonville Ditch, Smith Canal, and Willingham Pond Improvements, Seminole County, Seminole County, FL; Assistant Project Administrator/Senior Inspector. CEI services for three hurricane damage repair projects. Responsible for overall contract administration and daily inspection operations. The project scope included the installation of Articulated Block Revetment, Drainage Improvements, Gabion Baskets, on-site concrete testing, subsoil excavation, embankment placement, SWPPP, pumping, and MOT. Responsible for all documentation, progress meetings, material acceptance, change orders, monthly estimates, schedules, and pay applications. Cost: \$1.2M | Contact: Steve Miller, PE, Construction Project Manager, (407) 665-5654 | Dates: 3/2019 to 6/2019

Curryville Road Box Culvert Replacement, Seminole County, FL; Assistant Project Administrator/Senior Inspector. CEI is for the replacement of the hurricane-damaged box culvert. Responsible for overall contract administration and daily inspection operations. The project scope included a complete road closure, removing the existing box culvert, and installing a new precast box culvert with a 6-day round-the-clock work effort. Rubble Rip Rap, guardrail installation, on-site concrete testing, subsoil excavation, embankment placement, SWPPP, and bypass pumping. Responsible for all documentation, progress meetings, material acceptance, change orders, monthly estimates, schedules, and pay applications. Cost: \$1.1M | Contact: Steve Miller, PE, Construction Project Manager, (407) 665-5654 | Dates: 12/2018 to 3/2019

Safety Improvements on CR 46A West of Club Road to East of Marshall Avenue, Seminole County, Sanford, FL; Project Administrator. This project included milling and resurfacing, overbuild pavement and widening, thermoplastic striping and marking, signage, installation of an 11-foot-wide sod median, signalization improvements, sidewalk, drainage improvements, installation of a new storm sewer pipe and storm structures, utility realignment, Americans with Disabilities Act (ADA) improvements, driveway replacement, maintenance of traffic, lighting, stormwater pollution control measures, type A and F concrete curb and gutter. Project length 2200 feet. Typical responsibilities included QA, density testing and inspections, concrete testing and inspection, and general project management assistance. Contact: Steve Miller, PE, Construction Project Manager, (407) 665-5654 | Dates: 9/2018 to 1/2019

CR 46A Sidewalk Improvements on Old Lake Mary Road to West of Club Road, Seminole County, Sanford, FL; Project Administrator. This project consisted of the construction of a 5' wide sidewalk with a utility strip and a 6' wide sidewalk at the back of the curb. The project crosses the Central Florida Railroad and includes maintenance of traffic, stormwater pollution control measures, and ADA improvements. Typical responsibilities included checking the project for ADA requirements, quantity tracking and general inspections, and project management. Contact: Steve Miller, PE, Construction Project Manager, (407) 665-5654 | Dates: 9/2018 to 1/2019

Victory Pointe Park, City of Clermont, FL; Project Administrator. for this beautification and stormwater project, responsible for overall contract administration and daily inspection operations. The project scope included the installation of timber pile foundation, pressure-treated wood beams and Trex composite decking for the boardwalk, handrail installation, 90' by 56' by 12' concrete box culvert, steel sheet pile installation, structural concrete cap, on-site concrete testing, subsoil excavation, embankment placement, rebar inspection, stormwater improvements, utility relocations, construction of an observation tower, and restroom pavilion. He also reviewed change orders and contractors' monthly quantities for pay applications. Cost: \$10.1M | Contact: James Kinzler, Deputy City Manager (Retired), (352) 241-7339 | Dates: 2017 to 2018



Christan Camacho
Senior Roadway/Earthwork Inspector

Christan is a dedicated CEI inspector who ensures quality and professionalism at all times. Christan assists the higher-level inspectors while performing tasks efficiently and safely.

I-4 (SR 400) and SR 557 Interchange Design-Build, FDOT District 1, Polk County, FL (FPN 201215-3-52-01); Inspector. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. The project will prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for special purpose (express) lanes and a high-speed rail (HSR) corridor. The new realigned roadway consists of six 12-foot wide travel lanes, three eastbound and three westbound, with 12-foot wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide median. SR 557 will be reconstructed to 4-travel lanes, two in each direction. Dual teardrop shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. New wildlife crossing will be provided under I-4 to facilitate the movement of wildlife between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe - (863) 519-4126 | Dates: January 2021 to Present

Kirkman Extension for Universal Studios, Orange County, FL; Inspector.

CEI for the Kirkman Road extension that consists of 7 Bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Rd., a signature elevated Curved Steel Girder Bridge, dedicated bike lanes, dedicated bus lanes, 6-lane roadway, soil cement, asphalt, MSE Walls, Traffic Signals, Cantilever Signs, Truss Signs, Pile driving, drilled shafts, piling, erosion control, Ground Mounted Signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Len Tones, (407) 224-6703 | Dates: September 2020 to Present

TIN: C52011888

Education

Diploma, High School Diploma
Continental Academy, Houston, TX, 2007

Certifications

Asphalt Paving - Level 1 & 2
Concrete Field Technician - Level 1
Earthwork Construction Inspection - Level 1 & 2
Final Estimates - Level 1
Intermediate MOT
Guage Safety, Nuclear Radiation Safety
Stormwater Management Inspector Certification
DEP Erosion & Sediment Control Inspection

Years of Experience

3

Years with Firm

3



Tristan Camacho

Senior Roadway, Asphalt, & Earthwork Inspector

Tristan is a highly motivated and dedicated worker who ensures quality and professionalism at all times. He understands the scope of work and performs tasks efficiently and safely.

I-4 (SR 400) and SR 557 Interchange Project, FDOT District 1, Polk County, FL (FPN 201215-3-52-01); Inspector. The project reconstructs the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. This project will prepare the median along I-4 to accommodate the future multi-modal corridor with special-purpose (express) lanes and a high-speed rail (HSR) corridor. The new realigned roadway consists of six 12-foot wide travel lanes, three eastbound and three westbound, with 12-foot wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. SR 557 will be reconstructed into 4-travel lanes, two in each direction, within the limits of the State's limited access right-of-way, with roadway transitions to the existing two-lane County Road (CR 557) north and south of the interchange. Dual teardrop-shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. A new wildlife crossing will be provided under I-4, centered at approximate Sta. 1691+40, facilitating wildlife movement between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe - (863) 519-4126 | Dates: April 2020 - July 2024

SR 482/Sand Lake Rd. Widening & John Young Pkwy. Flyover Bridge, FDOT District 5, Orange County, FL (40714345201, 40714355201, 40714365201); Inspector. CEI for widening/reconstruction of 3 miles of SR 482 (Sand Lake Rd) and construction of a steel structure flyover bridge on John Young Pkwy over SR 482. The Sand Lake segment includes widening four bridges over Kirkman Rd and replacing the Shingle Creek Bridges with a single concrete structure. It also includes major utility relocations, sanitary sewer, a sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$77M | Contact: Trevor Williams, PE, FDOT Project Manager - (407) 625-4360 | Dates: June 2016 – July 2022

Northside Cruise Terminal Roadway Improvement Project, Canaveral Port Authority, Port Canaveral, FL; Inspector. \$8M improvement to the cruise terminal roadway network design-build contract. TranSystems is also providing CEI oversight of the project and ensures that the project is in accordance with FDOT procedures. Responsibilities include providing daily work reports of all daily activities, scheduling field verification testing when needed, maintaining testing logs and attending weekly Progress Meetings. The cruise terminal serves Carnival Cruise Lines, Disney Cruise Lines, and Royal Caribbean Cruise Lines. Frequently, all are simultaneously in use, resulting in 16,000 to 20,000 passengers disembarking and the same number embarking in an eight-hour period. The traffic congestion in the vicinity of the terminals had become intolerable to the Port, the cruise lines, and the cruise customers. Improve access and vehicle capacity. Responsible for identification of all permitting issues and consultation with pertinent state and federal regulatory agencies. Cost: \$8M | Contact: Bill Crowe, Sr. Director of Port Development, (321) 783-7831 | Dates: August 2018 – March 2021

Port-Wide Wayfinding Services CEI, Canaveral Port Authority, Port Canaveral, FL; Inspector. This \$6.2M project involves the fabrication and installation of vehicular directional signs and gateway signs to be located within the project area to provide passengers free-flowing and clear routes to Canaveral Port Authority Cruise Terminals. Responsibilities include providing daily work reports of all daily activities, schedule field verification testing when needed, maintain testing logs and attend weekly Progress Meetings. Cost: \$6.2M | Contact: Bill Crowe, Sr. Director of Port Development, (321) 783-7831 | Dates: July 2018 – August 2021

TIN: C52080388

Education

Diesel Technology – Applied Learning
Orange Technical College, Mid-Florida
Campus
Diploma, Continental Academy

Certifications

ACI Concrete Field Testing Technician
Asphalt Paving Technician - Level 1 & 2
Concrete Field Inspector- Level 1
Earthwork Construction Inspection Level 1 & 2
Final Estimates - Level 1
Pile Driving Inspection
Nuclear Radiation Safety
FDOT MOT Intermediate

Years of Experience

6

Years with Firm

6



Jason Castro

Project Administrator

Jason brings 27 years of comprehensive experience in construction inspection and materials testing. He has a strong background in bridge, earthwork, roadway, base construction, storm sewer installation, utilities, guardrail, MSE walls, asphalt, surcharge, and subsoil excavation. He oversees and tests construction materials, including earthwork, underground utility installations, reinforced concrete placement, and flexible and rigid pavement construction. Jason's extensive experience covers construction inspection, quality control (QC) testing, lab testing, quality assurance (QA), and verification testing (VT) for various projects. These include large commercial and industrial developments, new residential projects with complete infrastructure and stormwater management, and FDOT roadway projects. His in-depth knowledge of agency specifications and design standards ensures high-quality project execution across diverse sectors.

Kirkman Extension, Orange County, FL; Assistant Project Administrator. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2022 to Present.

Buena Vista Drive Widening, Slip Ramp and Flyover Bridge, Eastbound Epcot Center Drive, Pedestrian Bridges, and Epcot Interchange, Reedy Creek Improvement District (RCID), Lake Buena Vista, Florida; Senior Inspector. These projects consisted of approximately two miles of widening and reconstruction of Buena Vista Drive from Hotel Plaza Boulevard to Bonnet Creek Road including new bridge over L101 canal, concrete bus lanes, slip ramp from I-4 to the Orange parking garage with three separate bridges, new pedestrian bridges at Intersection 3 and Hotel Plaza Boulevard, Epcot interchange with three new bridges, and widening and re-decking of an inbound bridge. The work includes bridge reconstruction, new bridges, box culvert extension, reinforced earth walls, soil anchors, sheet piling walls, water, sanitary, force main, reuse, gas main, lighting, signalization, stormwater system, ponds, irrigation, ITS, signage (including overhead structures), and concrete pavement. Jason Managed inspection staff and assured inspection compliance. His duties included quality control inspections of bridge, earthwork, drainage, and utility activities, coordination with the RCID regarding environmental and permit compliance, and review of inspection staff reports. Cost: \$110M | Contact: Daniel Jordan, PE, (407) 470-6787 | Dates: August 2016 to June 2019.

Osceola Parkway and World Drive Interchange, RCID, Lake Buena Vista, FL; Senior Inspector. This project was part the larger Osceola Parkway Corridor Improvements Project, and its construction activities included the widening of existing bridge (Osceola Parkway over World Drive), construction of four new ramps, widening a section of westbound Osceola Parkway, and milling and resurfacing Osceola Parkway and Ramp G3: construction of three new stormwater ponds and related drainage, signage, pavement markings, and lighting. Jason managed inspection staff and assured inspection compliance. His daily duties included quality control inspections of bridge, earthwork, drainage, and utility activities, coordination with the RCID regarding environmental and permit compliance, and review of inspection staff reports. Cost: \$12M | Contact: Daniel Jordan, PE, (407) 470-6787 | Dates: August 2016 to June 2019.

TIN: C23642078

Certifications

- Asphalt Paving Levels 1 & 2
- Earthwork Construction Levels 1 & 2
- Final Estimates Level 1
- ACI Concrete Field Tech Levels 1 & 2
- Pile Driving Inspection
- QC Manager
- Troxler Nuclear Gauge Safety
- Advanced Maintenance of Traffic
- Critical Structures
- Construction Issues Self-Study

Years of Experience

27

Years with Firm

<1



Epcot Interchange, RCID, Lake Buena Vista, FL; Senior Inspector. This project consists of improvements to Epcot Center Drive and Buena Vista interchange, including widening, reconstruction, deck replacement of the existing bridge, concrete pavement, new bridges, new and modifications to the stormwater conveyance system, lighting, signalization, and project-wide safety improvements. Jason was responsible for daily quality assurance inspections, including but not limited to subsoil excavation, embankment, stormwater installation, MSE wall, stabilization, and base construction. Cost: \$44M | Contact: Daniel Jordan, PE, (407) 470-6787 | Dates: November 2015 to August 2016

SR 429 (Western Beltway) Widening from West Road to SR 414, Central Florida Expressway Authority (CFX), Orlando, FL; Lead Senior Inspector. This project consists of five existing bridges and roadway widening. Jason managed inspection staff and verified inspection compliance, working directly under the Project Administrator (PA) to bridge gaps between the field and the office. His duties included field oversight and verification inspections of bridges, subsoil excavation, earthwork, drainage, utilities, daily field reviews, density logbook reviews, and coordination with the contractor to schedule field staff properly. He also assisted with monthly estimates, submittals, internal as-builds, work orders, and supplemental agreements to assist the PA. Cost: \$215M | Contact: Jason Hahn, PE, (609) 203-2739 | Dates: August 2022 to August 2024.

East-West High-Speed Rail from Cocoa Beach to Orlando International Airport (OIA), Brightline, Orlando, FL; Lead Senior Inspector. This project comprised 20 bridges, including three tunnels (two box push and one arch panel tunnel). The work also includes 13 cast-in-place box culverts, over 1M SF of MSE walls, soil anchors, sheet piling walls, water/force main, lighting, signalization, stormwater system, ponds, irrigation, landscaping, ITS, signage (including overhead structures), over 5.6M CY of embankment, asphalt and concrete pavement. Jason managed the inspection staff and ensured inspection compliance. Daily duties included quality assurance inspections of bridges, subsoil excavation, earthwork, drainage, and utility activities, coordination with the contractor and owner, and review of inspection staff reports. Cost: \$535M | Contact: David Dadler, PE, (850) 933-3518 | Dates: June 2019 to April 2022.

Old Lake Wilson Road, Osceola County Board of County Commissioners, Osceola County, FL; Quality Control (QC) Lead Senior Engineering Inspector. This was a Construction Management at Risk project which consisted of reconstructing Old Lake Wilson Road from a two-lane rural facility to a four-lane urban facility. The existing right-of-way along the project varies but is primarily 80 feet in width. The proposed typical section consists of four 12-foot travel lanes, four-foot bicycle lanes, a 43.5-foot raised median, type F curb and gutter, a 10-foot multiuse path on the west side, and a 5-foot sidewalk on the east side of the road, all of which is proposed in a 130-foot-wide right-of-way. The design will accommodate the future widening of two additional lanes to the median. The limits of the project (mainline) are from 1200 feet south of Sinclair Road to Westgate Boulevard, approximately 2.6 miles. This project also included a JPA with TOHO Water Authority. Jason's duties included the creation of density log books, density testing, surcharge, concrete, bridgework, MSE wall, scheduling, soil sampling field/lab, site meetings, LIMS, and handling any and all site issues when needed. Cost: \$20.3M | Dates: August 2012 to August 2015



Mark DeLorenzo, PE Senior Project Engineer

Mark is Senior Vice President, Principal, Florida Construction Services Leader, and a Senior Project Engineer at TranSystems and brings over 32 years of CEI experience in managing FDOT roadway and bridge construction contracts. He has worked on a variety of projects including major interstate and bridge projects in FDOT Districts 1, 2, 3, 5, and 7. Mark's most recent projects include the Sand Lake Road Widening, I-95 Widening in Volusia County, John Young Parkway Extension/Flyover in Orlando, and Wekiva Parkway Section 4A/4B Design/Build in Sorrento. He is well versed in Construction Project Management, schedule analysis, claims analysis, and Dispute Review Board presentations, and has provided litigation expertise for the Department.

CEI Group 151: SR 482/Sand Lake Road Widening & John Young Parkway Flyover Bridge, FDOT District 5, Orange County, FL (FPNs: 40714345201, 40714355201, 40714365201); Senior Project Engineer/Construction Project Manager. CEI services for the widening and reconstruction of three miles of SR 482 (Sand Lake Road) and the construction of a steel structure flyover bridge on John Young Parkway over SR 482. The widening of Sand Lake Road included widening four bridges over Kirkman Road and the replacement of the Shingle Creek Bridges with a single concrete structure. The project also included one mile of concrete pavement, major utility relocations, sanitary sewer, a sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$80M | Contact: Trevor Williams, (407) 625-4360 | Dates: May 2016 to October 2021

I-4 and SR 557 Interchange Design-Build, FDOT District 1, Polk County, FL (FPN: 201215-3-52-01); Senior Project Engineer. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. The project intent is to prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for express lanes and a high-speed rail corridor. The new realigned roadway consists of six 12-foot-wide travel lanes, three eastbound and three westbound, with 12-foot-wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. Dual teardrop-shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals with concrete pavement on the inside radius to support the truck traffic. A new wildlife crossing will be provided under I-4 to facilitate wildlife movement to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe, (863) 519-4126 | Dates: January 2021 to July 2022

Northside Cruise Terminal Roadway Improvement Project, Canaveral Port Authority, Port Canaveral, FL; Project Manager. Development of a design criteria package for an \$8M improvement to the cruise terminal roadway network was ultimately performed under a design/build contract. The cruise terminal serves Carnival Cruise Lines, Disney Cruise Lines, and Royal Caribbean Cruise Lines. Frequently, all four are simultaneously in use, resulting in 16,000 to 20,000 passengers disembarking and the same number embarking in an eight-hour period. The traffic congestion in the vicinity of the terminals had become intolerable to the Port, the cruise lines, and the cruise customers. Additionally, TranSystems developed concepts and 50% preliminary designs to improve access and vehicle capacity, provided collection of all survey and geotechnical data for the design criteria package, and was responsible for the identification of all permitting issues and preliminary coordination and consultation with pertinent state and federal regulatory agencies. Mark was responsible for CEI oversight of the project and ensured that the project was in accordance with FDOT procedures. Responsibilities included providing daily work reports of all daily activities, scheduling field verification testing when needed, maintaining testing logs, and attending weekly Progress Meetings. Cost: \$8M | Contact: Bill Crowe, (321) 783-7831 | Dates: August 2018 to March 2021

TIN: D46554070

Registrations

Professional Engineer (Civil): FL, 1999

Education

B.S., Civil Engineering

University of Central Florida, 1993

A.A., Pre-Engineering

Daytona Beach Community College, 1990

Certifications

Asphalt Paving Technician - Level 1

Asphalt Paving Technician - Level 2

Nuclear Safety Certification

QC Manager

Years of Experience

32

Years with Firm

9



Port-wide Wayfinding Services CEI, Canaveral Port Authority, Port Canaveral, FL; Project Manager. This \$6.2M project involved the fabrication and installation of vehicular directional and gateway signs within the project area to provide passengers with free-flowing and clear routes to Canaveral Port Authority Cruise Terminals. This project included the installation of 4 drill shafts within the FDOT right of way and 10 drilled shafts within the Canaveral Port Authority for new overhead cantilever and span-by-span sign structures. Responsibilities included providing daily work reports of all daily activities, scheduling field verification testing when needed, maintaining testing logs, and attending weekly Progress Meetings. Cost: \$6.2M | Contact: Bill Crowe, (321) 783-7831 | Dates: July 2018 to August 2021

I-95 Widening Design/Build (Federal Oversight), FDOT District 5, Volusia County, FL (FPN: 24271525201); Senior Project Engineer/Construction Project Manager. Widening and reconstruction of 14 miles of I-95 from four to six lanes, including reconstruction of 20 bridges. The 20 bridges included I-95 over Spruce Creek, SR 421 interchange, I-4 interchange, US 92 interchange, Tomoka Farms Road over I-4, and Bellevue Avenue over I-95. This project included significant ITS upgrades (CCTV, dynamic message signs), drainage, retention ponds, MSE walls, guardrails, and aesthetics. The corridor was designed to accommodate future rail projects. Coordination efforts involved utility owners; the Daytona Beach International Airport; the Cities of Daytona, Port Orange, and New Smyrna; Volusia County; Daytona International Speedway; the Daytona Flea Market; ISB coalition; and the local Transportation Planning Organization. Cost: \$205M | Contact: Bradley Bauknecht, (386) 290-6844 | Dates: August 2014 to July 2015

Wekiva Parkway and Tolling Site (Section 4A/4B) Design/Build, FDOT District 5, Lake/Orange County, FL (FPN: 23827565201, 43116355201, 23827595201); Senior Project Engineer/Construction Project Manager. The project involved the construction of a four-lane limited access toll facility from CR 435 to SR 46, with all electronic tolling. The project also included partial construction of a diamond interchange accessing SR 46, two bridges spanning the flood plain, and a bridge spanning a karst area. Cost: \$23M | Contact: Jared Peltz, (352) 620-3021 | Dates: May 2013 to July 2015

SR 423/434 (John Young Parkway) Extension Design-Build, FDOT District 5, FL (FPN: 23949625201); Senior Project Engineer. The project consists of widening, reconstruction, and new alignment extension of SR 423 (John Young Parkway) from a rural four-lane to an urban six-lane, from Shader Road to just north of SR 424 (Edgewater Drive). The flyover bridge will provide a grade separation at the existing SR 423/US 441, which also goes over the Central Florida Railroad. The project includes new pavement, milling and resurfacing, pavement widening, curb and gutter, drainage system improvements, sidewalks, bridge construction, noise walls, retaining walls, signing and pavement marking, lighting, ITS, signals, signals interconnect, traffic monitoring sites, and a vehicle detection device. Cost: \$41M | Contact: Trevor Williams, (407) 625-4360 | Dates: July 2011 to December 2013

Design/Build Baseline Road (SR 35), South of CR 464 to North of SR 40, FDOT District 5, FL (FPN: 23867715201; ARRA 283B); Senior Project Engineer/Construction Project Manager. Total reconstruction of six miles of existing two-lane rural roadway to a four-lane urban roadway. The closed drainage system included nine ponds and ditch treatment facilities. Structural work included four new wildlife crossing bridges, an MSE wall, and a sound wall. ITS work included a signal interconnect system and traffic monitoring sites. Cost: \$23M | Contact: Ronda Daniell, (352) 620-3005 | Dates: October 2009 to March 2012

SR 15 US 17/92 Milling & Resurfacing, FDOT District 5, Seminole County, FL (FPN: 41174215201); Senior Project Engineer/Construction Project Manager. The project included milling and resurfacing, modifying existing bridge traffic rail, Americans with Disabilities Act sidewalk upgrades, and signalization work. Cost: \$3M | Contact: Trevor Williams, (407) 625-4360 | Dates: January 2008 to May 2010



Carmen Fiandra

Senior Roadway, Asphalt, & Earthwork Inspector

Carmen has become a well-versed Inspector working on many types and size projects throughout the eastern US totaling over \$300 million. His 14 years of experience have been as a Verification and Quality Assurance Roadway Inspector working with the Florida Department of Transportation (FDOT), Reedy Creek Improvement District (RCID)/Walt Disney World, Osceola County Expressway Authority (OCX), Delaware DOT (DelDOT), and New Jersey DOT (NJDOT). His roadway and bridge work include: embankment, storm sewers, concrete collars, box culverts, exfiltration systems, stabilized subgrade, asphalt base, limerock base, milling, paving (closed and open graded friction courses), colored concrete pavement, lighting, post mounted signs, guardrails, pile driving, assembly of steel for bridge deck mats, mass concrete pours, and maintaining Density Log Books.

Epcot Center Drive Interchange, Reedy Creek Improvement District (RCID), Lake Buena Vista, FL; Quality Assurance (QA) Roadway and Asphalt Paving Inspector for the reconstruction and widening of Epcot Center Drive and Buena Vista Drive Interchange. Construction work included bridge reconstruction, new bridges, colored concrete pavement, drain crete, and utility relocation. Responsible for placement of storm sewer systems, construction of new on/off ramps, asphalt base, limerock base, concrete pavement, removal of existing drilled shafts, installation of post mounted signs, lighting, new guardrail, structural asphalt courses, open graded friction courses and closed graded friction courses. Cost: \$55M | Contact: Craig Sandt, 407-828-1385 | Dates: 10/16 – 06/18

I-4 (SR 400) and SR 557 Interchange, FDOT District 1, Polk County, FL (FPN 201215-3-52-01); Inspector. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. The intent of this project is to prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for special purpose (express) lanes and a high-speed rail (HSR) corridor. The new realigned roadway consists of six 12-foot wide travel lanes, three eastbound and three westbound, with 12-foot wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. SR 557 will be reconstruct to 4-travel lanes, two in each direction, within the limits of the State's limited access right-of-way, with roadway transitions to the existing two-lane County Road (CR 557) north and south of the interchange. Dual teardrop shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. A new wildlife crossing will be provided under I-4, centered at approximate Sta. 1691+40, to facilitate the movement of wildlife between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe (863) 519-4126 | Dates: January 2021 to Present

SR 482/Sand Lake Rd. Widening & John Young Pkwy. Flyover Bridge, FDOT District 5, Orange County, FL (40714345201, 40714355201, 40714365201); Inspector. CEI for widening/reconstruction of 3 miles of SR 482 (Sand Lake Rd) and construction of a steel structure flyover bridge on John Young Pkwy over SR 482. The Sand Lake segment includes widening four bridges over Kirkman Rd and replacing the Shingle Creek Bridges with a single concrete structure. It also includes major utility relocations, sanitary sewer, a sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$77M | Contact: Trevor Williams, PE, FDOT Project Manager - (407) 625-4360 | Dates: July 2020 – January 2021

SR 415 Highway and Bridge Project, FDOT District 5, Sanford, FL; Inspector for the reconstruction of approximately 3 miles of SR 415. Construction work included a new two-lane bridge, retrofitting the existing two-lane bridge, roadway reconstruction from two to four lanes, milling and resurfacing, box culvert extensions, surcharge construction, construction of a pedestrian trail, reinforced soil

TIN: F53611883

Education

Diploma, Washington Township High School

Certifications

Asphalt Paving Technician – Level 1 & 2
 Concrete Field Testing Technician – Level 1
 Earthwork Construction Inspection – Level 1 & 2
 Nuclear Radiation Safety
 Intermediate MOT
 MSE Wall
 Stormwater Management
 OSHA Construction Safety & Health

Years of Experience

16

Years with Firm

4



slopes, and an exfiltration system. Responsible for inspecting the placement of storm sewer structures and pipe, construction of stabilized subgrade, limerock base, exfiltration system, stay-in-place form installation, assembly of steel for bridge decking, bridge deck concrete pours, and maintaining Density Log Books. Cost: \$33M | Contact: Tyler Malmborg, 386-748-6502

FDOT Bridge Project, CSX Railroad, Wildwood, FL; Roadway Inspector for this project that includes a four-lane, two-way overpass on SR 464. Responsible for taking densities, concrete testing, embankment, and inspecting MSE wall straps. Cost: \$12.6M

Poinciana Parkway, Osceola County Expressway Authority, Poinciana, FL; VT Roadway Inspector for this Design-Build project to construct 9.5 miles of a new limited access toll road. The project includes a 62-span, 6,169 LF Bridge through Reedy Creek Mitigation Bank utilizing 45-inch Florida I-Beams and two single-span bridges utilizing 63-inch and 45-inch Florida I Beams. The bridge construction includes over 11 miles of 18-inch pre-stressed concrete pile, over two million pounds of reinforcing steel and over 12,000 CY of structural concrete. Responsible for inspecting the placement of over 2 miles of barrier wall, construction of embankment, limerock base, cast-in-place curb inlets, and striping. Cost: \$69M | Contact: Frank Raymond, Director of Public Works, 407-742-0528 | Dates: 1997, 2001 – 2005, 2008 – 10/16

SR 13 Reconstruction Project, Delaware DOT, Wilmington, DE; Asphalt Inspector on this project that consisted of reconstructing six miles of heavily traveled highway through Wilmington, Delaware. Responsible for nighttime milling, asphalt pavement, curb and gutter, sidewalk, and overseeing the installation of loop detectors.

Route 73 Reconstruction of Roadway and Drainage, New Jersey DOT, Maple Shade, NJ; Roadway Inspector for the reconstruction of 3 miles of Route 73. Responsible for inspection of drainage system, milling of existing asphalt, paving, new curb and gutter, and construction of ADA compliant curb ramps. Dates: 2005 – 2006

Blue Ball Properties Project, Delaware DOT, New Castle County, DE; Construction Inspector on this multi-phase project that saw the construction of regional roadway links to I-95, US Route 202, Route 141, and Foulk Road. Responsible for the inspection of roadway embankments, extensive utility relocations (telephone, cable, gas, electric, water and sewer), storm sewer systems, storm water management ponds, wetland mitigation sites, rehabilitation of existing pavements, lighting and signalization, barrier wall construction, multi-use paths, landscaping, grading for athletic fields, and existing stream restoration. Cost: \$100M

North Region Paving and Rehab Program, Delaware DOT, DE; Construction Inspector for a DelDOT rehab program throughout the entire state of Delaware. Responsible for full-depth hot-mix pavement, milling and overlay of existing pavement, hot-mix and concrete patching, construction of new curb and gutter, sidewalk, concrete barrier walls, ADA-compliant curb ramps, and application of temporary and permanent pavement markings.



Keith Fisher

Senior Bridge Inspector

Keith has 29 years of experience in the construction industry providing materials testing and inspections. His expertise includes pre-stress operations and production, working in the District 5 FDOT Materials & Research department, and oversight on geotechnical projects.

Kirkman Extension, Orange County, FL; Senior Inspector. CEI for the Kirkman Road extension that consists of 7 bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Rd., a signature elevated Curved Steel Girder Bridge, dedicated bike lanes, dedicated bus lanes, 6 lane Roadway, soil cement, asphalt, MSE Walls, Traffic Signals, Cantilever Signs, Truss Signs, Pile driving, drilled shafts, piling, erosion control, Ground Mounted Signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Orange County Convention Center. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: August 2021 to Present

South Airport Terminal Program, Orlando International Airport, Orlando, FL; Senior Bridge Inspector. As Owner Authorized Representative (OAR), Keith performed quality control on the full range of bridge activities. This project is for a 950-foot-long double-layer Enplane and Deplane bridges. Also included is a (3rd) pedestrian bridge passing perpendicular between the main Enplane and Deplane bridges. These bridges are the main entrance attaching to the New South Terminal Complex. Cost: \$110M | Contact: Simon Fernandez, (407) 509-2047 | Dates: October 2018 to July 2021

South Airport Terminal Program, Orlando International Airport, Orlando, FL; Senior Inspector. As Owner Authorized Representative (OAR), Keith performed quality control inspections on a box culvert extension. This box culvert was CIP construction, and the design was for a 1,150ft long double barrel 8ft x 8ft per barrel. It included three junction boxes and the new culverts tied into an existing double barrel 7ft x 7ft culverts. Contact: Simon Fernandez, (407) 509-2047 | Dates: July 2018 to October 2018

South Airport Terminal Program, Orlando International Airport, Orlando, FL; Senior Inspector. Performed data collection and quality control inspections Pile Driving operations. The project included 25 Piers with two pile caps per Pier. The pile caps included either 25 or 30 pile (24" Pre-stressed Concrete) per pile cap. Some of the Test Pile were mechanically spliced 160ft, with most production lengths ranging from 85 to 110 feet. Contact: Simon Fernandez, (407) 509-2047 | Dates: April 2018 to July 2018

BP-S100, Orlando International Airport, Orlando, FL; Senior Building Inspector. As acting Owner Authorized Representative (OAR) Performed quality control and building inspections on the expansion and replacement of Operating Systems (OS) for three Automated People Mover systems at Airside 1 and 3 at OIA and the new South Airport APM Complex. Cost: \$188M | Contact: Simon Fernandez, (407) 509-2047 | Dates: October 2016 to April 2018

South Airport APM Complex, Orlando International Airport, Orlando, FL; Inspector. This project includes a 2,400-car parking garage, the South Airport APM Complex station, renovation of the APM station in the North Terminal, completion of the APM Guideway structure to the South Airport APM Complex station, modifications to the APM Guideway structures, Airside 1 and 3, roadways, bridges, and site work. Responsibilities included: performing nuclear density testing, inspection, and sampling of concrete materials. Contact: Simon Fernandez, (407) 509-2047 | Dates: May 2016 to September 2016

TIN: F26051165

Education

Diploma,
Eustis High School, 1983

Certifications

Asphalt Paving Level 1
ACI Concrete Field Test Technician
Concrete Field Inspector- Level 1 & 2
Drilled Shaft Inspection
Earthwork Construction Inspection Level 1 & 2
Final Estimates Level 1
Intermediate TTC
Nuclear Radiation Safety
Pile Driving Inspection

Years of Experience

29

Years with Firm

3



Durastress, Leesburg, FL; Precast Inspector. Provided oversight of Durastress's QC methods and inspections, some of which included steel inspections, stressing, form alignment, detensioning, material control, and non-compliance review/repairs. Performed project administration, including review of plans and specifications, QC plans, and shop drawings. Performed review of producer QC operations and documents and for compliance with the QC plan. Products included various sized piles, AASHTO beams, and FIB beams. Contact: Simon Fernandez, (407) 509-2047 | Dates: May 2016 to September 2016

Orlando Wastewater Treatment Facility, Orlando, FL; Inspector. Provided Inspections and data collection on deep Augercast foundations at Orlando Wastewater Treatment Facility. Scope included over 100 Augercast to 90 ft depth. Quality Control Testing included performing Static Load testing. Contact: Simon Fernandez, (407) 509-2047 | Dates: July 2016 to September 2016

Quality Control & Safety Inspector, Finrock Inc., Orlando, FL. Performed Quality Control Inspections in Finrock's pre-stress operations project production, inspections, Pre-pour, Post Pour, Stressing, and casting release/28-day cylinders on HollowCore, Double T's, I-T's, Light Walls Columns and wall panels. QC Inspections utilized a Finrock developed laser system. Production processes tracked by company Piece Track Software. Inspections utilized the laser-guided system for pre- and post-pour inspections. Dates: October 2012 to April 2016

Quality Control & Estimates, Moretrench Inc., Orlando, FL. Performed QA/QC Inspections at an Army Corp of Engineer project in Palm Beach County. The project refurbished numerous segmental box culverts for the Army Corp and the South Florida Water Management District. The project included joint repair, cementitious foundation grouting directly beneath and adjacent to the culverts utilizing Portland and Microfine mixes and Urethane soil grouting. Dates: January 2012 to August 2012

Geotechnical & Environmental Consultants, Orlando, FL; Assistant Project Manager. Managed transportation projects concerning environmental & contamination issues through the Planning Development and Evaluation (PD&E) and Design phases. Performed the gathering of information file review on numerous Contamination Screening Evaluations reports. Managed Contamination Assessment from surface investigations through report production on projects for local governments and FDOT Districts 5 and 2. Dates: October 2007 to May 2009

FDOT Materials & Research, FDOT District 5, Deland, FL; Geotechnical Project Manager. Managed Pile Driving Analyzer (PDA) consulted throughout the pile driving process, negotiated PDA services, conducted Pre-Pile drive meetings with contractors CEI & PDA consultant. Assisted in review and issuance of Pile Length and Driving Criteria letters. Keith managed emergency response regarding Geotechnical issues throughout the District, including broken piles, Drilled Staff installations, and sinkholes. He coordinated the Geotechnical office involvement with contractors. Evaluated proposals and scope for Geotechnical investigations in Design, Maintenance & Construction phases, as well as approved payments. Performed reviews for design plans and Geotechnical reports. Performed subsurface investigations and evaluation of sinkholes and remediation, assisting FDOT Maintenance and Construction. Contact: Simon Fernandez, (407) 509-2047 | Dates: August 2003 to October 2007

FDOT Precast Inspector and Yard Engineer, Leesburg, FL. Managed Pre-Stress Consultant Inspection Staff. Performed project administration, including review of plans and specifications, QC plans, and shop drawings. Performed review of producer QC operations and documents and for compliance with the QC plan. Keith entered testing results in the CQR database. QA/QC inspections on pre-stressed products for more than 100 FDOT projects across the state and produced at Durastress. Products included various sized piles AASHTO beams, Florida U beam, deck slabs, sheet pile, and double T's. Performed evaluations concerning non-compliance issues (cracks, spalls, curing). He worked with FDOT, CEI Engineers, and/or Structural Engineer of Record. Performed precast product & plant inspection sat concrete pipe and underground structure facilities. Dates: April 1999 to August 2003

Senior Geotechnical Technician, Central Testing Laboratory, Leesburg, FL. As lead field inspector, performed QA on pressure grouting operations and sinkholes for FDOT. Performed numerous settlement investigations. Managed data collection, testing, and report preparations. Performed a full range of laboratory testing of soil identification and analysis of roadway materials. Scheduled and coordinated CTL's drill rig operations for offices in Lake, Citrus, and Marion counties. Performed data collection for environmental projects, including landfill, permitting, numerous tank closures using OVA, phase1 environmental assessments, quarterly sampling on lakes and landfills. Dates: April 1997 to April 1999



Raquel Fulton

Technical Secretary

Raquel brings 20 years of extensive experience in the construction and engineering industries, with a strong background in FDOT projects at the Oviedo Operations Construction/Maintenance facility. She has successfully managed maintenance activity contracts, overseen roadway utility payments, and coordinated various office operations. Raquel has developed tools and resources for project management teams using platforms such as Access databases, Excel, Primavera, and PowerPoint. Her project portfolio includes work on metro rail systems, new building construction and maintenance, roadway and bridge widening, milling and resurfacing, drainage, lighting, signage, and pavement markings. Known for her leadership, problem-solving, and strategic planning abilities, Raquel excels in multi-functional roles and consistently leverages the latest FDOT regulations, rules, and processes to optimize project delivery.

Kirkman Extension, Orange County, FL; Technical Secretary. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: January 2024 to Present.

CEI Group 234: I-4 at SR 535; SR 536 to Darryl Carter Parkway (FPN: 448914-1-62-01; 449771-1-62-01), FDOT District 5, Orlando, Florida; Technical Secretary. I-4 from East of SR 535 to West of SR 535 and I-4 from West of SR 536 to West of Daryl Carter Parkway Design-Build (DB) reconstruction projects. Improvements include interchange reconstruction, westbound I-4 widening for express lanes, new loop ramp for SR 535 northbound traffic to access I-4 westbound, milling and resurfacing, structures improvements, new bridges, widening I-4 bridges over SR 535, and utility coordination. Cost: \$103M | Wade McLemore, (407) 483-5551 | Dates: January 2024 to Present

Widen Seminole Expressway (SR 417) from Aloma Ave to SR 434 (MP 38-44), Florida's Turnpike Enterprise, Seminole County, FL (FPN 417545-1); Associate Contract Support Specialist. CEI for the proposed improvements to Seminole Expressway (SR 417) from the Orange/Seminole County Line to north of Aloma Avenue. This \$250M Design-Build project will widen Seminole Expressway (SR 417) from four to eight lanes from MP 38-44 and includes interchange improvements at SR 434, Red Bug Lake Road, and Aloma Avenue. Other improvements include signalization, lighting, ITS, signing and pavement markings, retaining walls, and noise walls. Cost: \$19M | Contact: Monica Sweeney, PE, (407) 264-3020 | Dates: January 2024 to Present

District 5 Oviedo Operations; Administrative Assistant II. Almost 11 years of FDOT maintenance/construction operations experience. Performed independent judgment in planning work details and making technical decisions related to the office aspects of the project. Developed a reliable working relationship with other municipality's public works for state roads maintenance/construction issues. Process utility billing as well as maintenance activity contracts. Keep up with maintenance contracts to be able to consistently prioritize and route issues correctly. Developed and produced public information support materials, databases, brochures, and PowerPoint presentations. Prepared weekly, monthly, and quarterly regional reports for Principals on Microsoft software. Including budget reports. Responsible for meeting FDOT procedures in meeting not only CTOP training, CDL, temporary traffic control/ maintenance of traffic training. Assisted with personnel hiring packages, processing performance evaluations, and updating organizational charts. Contact: Todd Womick, PE, (407) 234-1322 | Dates: September 2012 to May 2023

TIN: R16072064

Registrations

National Notary Association

Education

BA, Los Angeles City College
BS, Business Administration, 1981
UCLA and Seminole State College

Certifications

Final Estimates - Level 1 & 2
Certified Public Manager, Certified Supervisory
Manager (CSM), Florida State University

Years of Experience

31

Years with Firm

<1



HDR Construction; CEI Team Project Coordinator. Perform/assist with project-related duties; Automated Fee Proposal, RFI logs, schedule review, contract compliance, EEO, CTQP training, and pay items billing. Attended meetings and transcribe meeting minutes. Assisted Senior Project Engineer. Demonstrated ability to act independently in the pursuit of leads, networking, cultivating new relationships with potential clients, setting up prospective meetings, and lead tracking as needed, etc. Proficient technical computer skills, advanced knowledge of communication theory and basic layout and design principles. Well-organized with high attention to detail and accuracy. Good interpersonal and communication skills to be consistent with team goals. Excellent organizational and customer service skills. Researched and provided production of company materials, proposals, promotions, and presentations. Wrote non-technical text; edited and proofread all company communications. Contact: Larry Sellers, P.E., retired | Dates: January 2005 to September 2007

Parsons Brinckerhoff Quade & Douglas now WSP USA; Los Angeles Metro Rail; Contract Support Specialist. It consists of seven lines, including five light rail lines (the A, C, E, K, and L lines) and two rapid transit (known locally as a subway) lines (the B and D lines) serving stations Metro Rail is owned and operated by the Los Angeles County Metropolitan Transportation Authority (Metro) and started service in 1990. Raquel assisted the Senior Professional Engineer who managed all discipline's errors and omissions. Created tools and resources for E&O to become a lessons-learned item to request additional funding from Metro in a timely, professional, and efficient manner. Contact: Larry Sellers, PE, retired | Dates: November 1991 to April 1998.



Michael Green, Jr. Inspector Roadway/Earthwork/Asphalt

Michael is an experienced inspector on various projects including roadways, highways, bridges, and toll roads. He has experience on multimillion dollar state projects and municipalities as Quality Control technician and CEI inspector. Michael has been responsible for inspection of work materials ensuring contract documents and roadway standards applicable to the project are met in a safe and timely manner. His experience includes preparing density logbooks for monthly and quarterly logbook reviews with the materials department for FDOT Districts 1 and 5. Michael has participated on several structural concrete pours such as concrete pavement, bridge deck pours, and performing inspection on multiple miscellaneous drilled shafts for mast arms and overhead cantilever signs.

Kirkman Extension, Orange County, FL; Inspector. CEI for the Kirkman Road extension that consists of 7 bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Rd., a signature elevated Curved Steel Girder Bridge, dedicated bike lanes, dedicated bus lanes, 6 lane Roadway, soil cement, asphalt, MSE Walls, Traffic Signals, Cantilever Signs, Truss Signs, Pile driving, drilled shafts, piling, erosion control, Ground Mounted Signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stake holders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2024 to Present

Work Prior to TranSystems

RADISE International, Tampa, FL; Senior Quality Control Technician.

Worked as coordinator and senior quality control inspector at the Tampa, FL branch office for I-75 widening project in the district 7. Dates: June 2023 to September 2024

PACIFICA ENGINEERING SERVICES, Orlando, FL; Quality Control Inspector I.

Worked as coordinator and senior quality control inspector at the Orlando, FL branch office for multiple projects in the District 5. SR-50 (Sumter County). Universal Studios – Kirkman Road/Sand Lake Road SR-500 (Lake County) Mt. Dora. Dates: April 2021 to June 2023

MCO Terminal C, TIERRA, Sr QC Technician; Quality Control Inspector I.

Worked as lead QC covering many crews and functions simultaneously. Michael's inspection duties included pipe backfill, all roadway development, all structural concrete pours, and all sampling materials. Including shadowing pile driving and deck dry runs. Dates: February 2019 to April 2021

NADIC ENGINEERING; Field Technician/Inspector.

Completed in the field testing of concrete, soils, and other construction materials. Performed calculations and data reduction of test results. Used field screening equipment and documented readings. Dates: June 2017 to February 2019

UNIVERSAL ENGINEERING, Orlando, FL; Field Technician/quality Control Inspector.

- Ultimate I-4 Project - Areas 1-3/Pipe Drainage, MSE Walls and concrete testing QC inspector.
- SR-60/Mulberry-County line to Diesel Drive - Pipe Drainage, concrete testing and Sr Roadway QC inspector. SR-528/Turnpike exit to Orange Ave exit - Pipe Drainage, concrete testing and Sr Roadway QC inspector.
- Other projects & activities - Multiples miscellaneous drilled shafts and paving projects for district 5 and other municipalities.

Dates: June 2015 to November 2017

TIN: G65054189

Education

Diploma, Ocoee High School, 2008

Certifications

ACI Concrete Field Inspection
Asphalt Paving Technician - Level 1 & 2
Concrete Field Inspector- Level 1
Earthwork Construction Inspection Level 1 & 2
Final Estimates - Level 1 & 2
Pile Driving Inspection
QC Manager

Years of Experience

6

Years with Firm

<1



Mashallah Haddadi

Senior Roadway/Earthwork Inspector

Mashallah has over 35 years of experience in construction inspection on highway and bridge projects. His duties include inspection, material sampling, and onsite testing for concrete, earthwork, asphalt pavements (including superpave mixes), drainage systems (with NPDES inspection and record keeping), stabilized subgrade, flexible bases, pavement markings, signing, traffic signals, drill shafts, MOT, and other related construction activities. Work assignments have included record keeping for daily diary entries, payment logs for MOT, material test reports, measurements, and records for final payment.

I-4 (SR 400) and SR 557 Interchange Project, FDOT District 1, Polk County, FL (FPN 201215-3-52-01); Senior Inspector. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. The intent of this project is to prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for special purpose (express) lanes and a high-speed rail (HSR) corridor. The new realigned roadway consists of six 12-foot wide travel lanes, three eastbound and three westbound, with 12-foot wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. SR 557 will be reconstructed to 4-travel lanes, two in each direction, within the limits of the State's limited access right-of-way, with roadway transitions to the existing two-lane County Road (CR 557) north and south of the interchange. Dual teardrop shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. A new wildlife crossing will be provided under I-4, centered at approximate Sta. 1691+40, to facilitate the movement of wildlife between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe (863) 519-4126 | Dates: January 2021 to Present

SR 482/Sand Lake Road Widening & John Young Parkway Flyover Bridge, FDOT District 5, Orange County, FL (FPNs: 40714345201, 40714355201, 40714365201); Senior Inspector. CEI services for widening and reconstruction of three miles of SR 482 (Sand Lake Road) and construction of a steel structure flyover bridge on John Young Parkway over SR 482. The widening of Sand Lake Road includes widening of four bridges over Kirkman Road and the replacement of the Shingle Creek Bridges with a single concrete structure. The project also includes major utility relocations, sanitary sewer, a sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$87M | Contact: Trevor Williams, PE, FDOT Project Manager, (407) 625-4360 | Dates: 05/2016 to Present

CEI Group 64: Panasoffkee Creek Bridge Widening CEI Services for Design-Build, FDOT District 5, Sumter County, FL (FPN: 406329-1); Senior Roadway Inspector. The project consisted of the widening of the 1-75 bridges over Panasoffkee Creek in addition to associated roadway and drainage improvements. This project was a Design-Build Bridge Widening and H.W. Lochner was the Construction, Engineering, and Inspection (CEI) engineering consultant. Cost: \$19M | Contact: Michael McCammon, PE (352) 620-1478 | Dates: 01/2001-09/2003

CEI Group 75, FDOT District 5, Citrus County, FL (FPN: 240372-1); Senior Roadway Inspector. CEI contract encompassing four construction projects, with total construction costs in excess of \$35 million: three reconstruction and widening projects on state routes and one project to improve and/or construct comfort and truck inspection stations on 1-75. Cost: \$24M | Contact: Ronda Daniell (352) 732-1322 | Dates: 07/2003-02/2005

TIN: H33054054

Education

B.S., Civil Engineering
Florida International University

Certifications

ACI Concrete Field Test Technician
Asphalt Paving Technician – Level 1 & 2
Concrete Field Inspector Specification
Earthwork Construction Inspection – Level 1 & 2
Final Estimates – Level 1
Nuclear Radiation Safety
CPN Nuclear Density Operator
Intermediate WZTC

Years of Experience

36

Years with Firm

8



CEI Group 80, FDOT District 5, Osceola County, FL (FPN: 242531-1); Senior Roadway & Utility Coordination Inspector.

Reconstructed the I-4/US 192 Interchange to accommodate widening, to add lanes to the interstate within the limits of the interchange, and to improve the ramps and bridges to bring those features in alignment with current interstate design standards. The work included constructing seven new bridge structures and widening two existing bridges. The project also included twelve proprietary reinforced earth retaining walls. The bridges included steel tub girders and steel plate girder bridges. Cost: \$80M | Contact: Amy Scales, PE (386) 943-5729 | Dates: 01/2005-07/2007

I-275 from North of US 41 to I-75, FDOT District 7, Hillsborough County, FL; Senior Roadway Inspector. CEI services for the milling, resurfacing, and widening of six miles of interstate, including the replacement of the existing open drainage system with a closed system and the installation of new median, guardrails, noise walls, deer fencing, bridge pier protection, and ITS facilities. Cost: \$20M | Contact: Terry Jennings, Project Manager, (813) 242-2455 | Dates: 01/2011-12/2012

SR 50 from US 19 to Wiscon Road, FDOT District 7, Hernando County, FL (FPN: 407951-3); Senior Roadway Inspector. CEI services for the widening and resurfacing of six miles of urban highway in an environmentally sensitive location with a history of sinkhole activity and adjacent to a state park. The project included 64,000 LF of storm sewer and 12,000 LF of FM/WM. Cost: \$39M | Contact: Dave Hoover, FDOT Project Manager (813) 323-1073 | Dates: 12/2012-02/2016

Turnpike Widening, from I-4 to Gotha Road, Florida's Turnpike Enterprise, Ocoee, FL (FPN: 242496-1); Senior Roadway Inspector. CEI services for the six-mile widening of the Florida Turnpike from four to eight lanes. Construction also included two ramp improvements, two bridge widenings, two bridge replacements, and the installation of median barrier, lighting, and sound barrier walls. Mashallah was responsible for the inspection of materials sampling and on-site testing for concrete, earthwork, asphalt pavement drainage system, and record keeping. Cost: \$93M | Contact: Joe Chinelly, Turnpike (407) 532-3999 | Dates: 01/2007-12/2010

Polk County Parkway, Section 6A CEI, Florida's Turnpike Enterprise, Polk County, FL; Senior Roadway Inspector. Construction of a 2.3 mile long, 4-lane section of divided expressway located from South of CR 542 to North of US 92, Polk County. The project included four overpass bridge structures. Duties included supervision of field inspection staff, conducting on-site material sampling, on-site material testing, inspections and record keeping. Primary duties included being in charge of supervising roadway inspectors to ensure Contractor's field work remained within reasonable conformance with all contractual requirements and that the owners requirements for material sampling, testing and record keeping complied with FDOT Specifications. Contact: Jim Moulton, Jr., PE (Retired) | Dates: 10/1997-08/1998

Western Expressway, SR 429/US 441 Interchange, Orlando-Orange County Expressway Authority, Ocoee, FL; Senior Roadway Inspector. Western Beltway - Sections 601 & 602 was a \$26 million project with Orlando-Orange County Expressway Authority (OOCEA). This project was divided into two contracts. Contract 601 consisted of 0.5 mile of new limited access roadway from SR50 to north of Story Road and approximately 0.6 miles of widening of SR 50, a half interchange with SR 50. The roadway involved retaining walls, a drainage system, roadway lighting, signalization, pavement markings, signing, fencing and guardrail. Contract 602 consisted of 2.0 miles of new limited access roadway from north of Story Road to south of Fullers Cross Road, an interchange with SR 438 and approximately 0.5 mile of reconstruction of SR 438. Cost: \$26M | Contact: Don Budnovich | Dates: 08/1998-12/2000

SR 500/South Orange Blossom Trail, Orlando, FL; Senior Roadway Inspector. Project widened and reconstructed SR 500, a major urban thoroughfare within the city limits of Orlando. This major urban reconstruction contract included Joint Project Agreements with numerous utility owners. Duties included the supervision of four inspectors to verify in the inspection of new utility installation and backfill materials, inspection of steel and concrete for poured-in-place concrete structures. Responsible for daily inspection of the erosion control and traffic maintenance programs, maintenance of all project records and quantities for payment and monitoring of contractors safety practices. Contact: Amy Scales, PE, (386) 943-5729 | Dates: 01/1995-10/1997



Sheila Haddadi

Contract Support Specialist

Sheila offers 9 years of administrative experience with various types of CEI projects. She has a broad knowledge of multiple industries including engineering, transportation (air), pharmaceuticals, health insurance, educational counseling, sales, and hospitality. Sheila's diverse experience includes contract documentation, managing an electronic database; preparing reports and financial data, recording meeting minutes, managing calendars; making travel and meeting arrangements; training and supervising other support staff; and customer relations. She possesses strong computer and internet research skills, flexibility, excellent interpersonal skills, project coordination experience, an ability to work well with all levels of internal management team members, and clients.

Kirkman Extension, Orange County, FL; Resident Compliance Specialist.

CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2022 to Present.

I-4 (SR 400) and SR 557 Interchange Design/Build Project, FDOT District 1, Polk County, FL (FPN: 201215-3-52-01); Associate Contract Support Specialist. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. This project intends to prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for express lanes and a high-speed rail corridor. The new realigned roadway consists of six 12-foot-wide travel lanes, three eastbound and three westbound, with 12-foot-wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. SR 557 will be reconstructed to 4-travel lanes, two in each direction, within the limits of the State's limited access right-of-way, with roadway transitions to the existing two-lane County Road (CR 557) north and south of the interchange. Dual teardrop-shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. A new wildlife crossing will be provided under I-4, centered at approximately Sta. 1691+40, to facilitate wildlife movement between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe, (863) 519-4126 | Dates: August 2020 to June 2024.

Turnpike Resurfacing from MP 238.76 – MP 249.3, Florida's Turnpike Enterprise, Osceola County, FL (FIN: 432827-1-62-01, 432827-3-62-01); Secretary. This project included guardrail, pavement marking improvements, and resurfacing and ramp improvements at the southbound off- and northbound on-ramps up to the crossroad at CR 525 (MP 239.5), the northbound off-ramp at US 192/441 (MP 242.5), the northbound on-ramp, southbound off- and on-ramps at US 192/441 (MP 244.5), and the northbound on- and off-ramps, and the southbound on- and off-ramps at Osceola Parkway (MP 248.7). Sheila served as the Secretary responsible for scanning contract documents onto EDMS and Project Solve, ensuring contract compliance with EEO/Affirmative Action laws and DBE laws, and administering minutes for construction project Progress Meetings. Cost: \$11.9M | Contact: Todd Kelly, P.E., (407) 264-3370 | Dates: September 2016 to March 2018

TIN: A67348516

Education

B.A., Psychology
Valencia College, 2010

Certifications

Asphalt Paving Technician Levels 1
Final Estimates Level 1 & 2

Years of Experience

9

Years with Firm

2



CEI Group 158: Lighting/ITS, FDOT District 5, Volusia, Brevard, Seminole, and Flagler Counties, FL (FIN: 435056 & 435053; 435059; 436325; 436323; 438096); Secretary. This CEI grouping includes I-4 (SR 400) at SR 472, Orange Camp Road, Dirksen Road, SR 44 and US 92 (Lighting); I-4 (SR 400) at US 17/92 (lighting); I-95 (SR 9) Multiple Volusia & Flagler (Lighting); Event Management for Daytona Beach (ITS); St. Johns River Bridge Security System (ITS); and Statewide Commercial Vehicle Truck Parking System. Sheila serves as the Secretary responsible for scanning contract documents onto EDMS and Project Solve, ensuring contract compliance with EEO/Affirmative Action and DBE laws, and administering minutes for construction project Progress Meetings. Cost: \$17.5M | Contact: Glenn Raney, (386) 740-3524 | Dates: August 2017 to January 2020

Motor Carrier Size and Weigh Office, Weigh-in-Motion Station Projects, FDOT Central Office, Statewide, FL (FIN: Various); Resident Compliance Specialist. The improvements under this statewide contract consisted of the construction of virtual weigh stations, structural renovations of existing stations, the construction of static scales and barrier walls, and scale pit repairs. Sheila served as the Resident Compliance Specialist on these projects that involved concrete, slab adjustments, drainage, earthwork, subgrade, asphalt paving, ITS related to weighing station and installation, and traffic monitoring on-site. Cost: \$60K – \$3M | Contact: Craig Wilson, FDOT MCSAW Project Manager, (850) 410-5462 | Dates: September 2016 to November 2017



Timothy Hernandez

Light/Sign Pole Inspection

Tim has experience in structural steel and metals fabrications and inspection. He has provided administrative and technical support to shop and field inspection personnel during all phases of structural steel fabrication and field erection operations. He has also performed Structural Steel Specification Conformance Reviews of shop fabricated and field erected building and bridge structures.

Bridge 24.8 over the Washougal River, BNSF Railway, Camas, WA

Welding inspector. TranSystems performed the construction management for our design of the in-line bridge replacement project over the Washougal River near Camas, WA. Construction of the \$17.7-million BNSF project began in late 2014 and was completed in 2018. The new single-tracked, five-span, 545-ft. bridge includes a 203-ft. through truss span, one 162-ft. and 92-ft. through plate girder spans, two 42-ft. pre-stressed concrete spans. The existing bridge consisted of two 200-ft. through truss spans with 50-ft. deck plate girder approach spans. The existing bridge is supported on concrete piers and abutments; the new bridge is supported on drilled shaft foundations with driven H-pile abutments. Key construction management challenges included monitoring the contractor activities to maintain compliance with several environmental permitting constraints, which required minimizing the impacts to the waterway and endangered species during construction. Additional construction management challenges included monitoring the existing adjacent bridges for movement during construction of as much substructure in and around the existing bridge while maintaining railroad traffic. The monitoring included during installation and removal of the temporary bridges that were constructed to stage equipment for construction of the new sub and superstructure. Multiple utilities interface with the bridge, which also required monitoring during construction. All key elements of the proposed bridge that could be constructed while maintaining railroad traffic were. Two track windows were utilized to roll out the existing superstructure and roll in the new superstructure. TranSystems' construction management staff were on hand during each of these 32-hour track windows monitoring all construction activities to ensure the track would be returned to service on time or early. Both track windows were completed early returning the existing line back to the railroad.

Structural Services, Illinois Department of Transportation (IDOT), Statewide, IL

Steel/welding inspector. TranSystems was selected for Statewide Structural Engineering Services including inspection, design, and training. The work orders included performing NBIS Bridge Inspection for three major river crossings: the Hennepin Bridge over the Illinois River, the Abraham Lincoln Memorial Bridge (Steel Tied Arch) over the Illinois River, and the Centennial (5 Span Steel Arch W/Suspended Deck) Bridge over the Mississippi River.

Quality Control/Quality Assurance Program, City of Chicago, IL

The source inspection manager is responsible for the quality control and quality assurance of structural steel. The structural steel fabrication inspection assignments have involved over 25 shops throughout the United States. Tim has 30 years of experience in QA steel inspection and metal fabrications. His duties include pre-fabrication meetings, inspection assignments, report management, and project coordination with CDOT and the Resident Engineer. The team applies the applicable bridge standards and AWS welding codes that are referenced in the contract specifications, such as the D1.5 and D1.1 welding codes, fracture critical member requirements, as well as IDOT, AASHTO, and AREMA standards.

Wacker Drive Program Manager, City of Chicago, IL

Structural steel inspector for the Program Manager Services to reconstruct the north-south section of the multi-level Wacker Drive and the Congress Parkway Interchange. The program manager's assignment involved overseeing and administrating four distinct construction contracts valued at \$303 million, as well as coordinating private utility relocation agreements and various city force account work orders.

Certifications

Certified Welding Inspector (CWI), 20040251
OSHA 30

Education

Moraine Valley Community College

Years of Experience

37

Years with Firm

17

**I-90/94 (Kennedy Expressway) from Hubbard's Cave to the Circle Interchange, IDOT, Chicago, IL**

Structural steel inspector for the improvement of I-90/94 from Hubbard's Cave to I-290, and Franklin Avenue Connector at 26th Street and I-55 Frontage Road B. Work includes reconstructing the 26th Street and Frontage Road B bridges over the Franklin Connector. Bridge work includes removal and replacement of the existing superstructure, removal and replacement of abutment stems and backwalls, and pier repair. Ramp modifications include removing the retaining walls that supported ramps that are no longer used.

59th Street Bridge Program, CSXI, Chicago, IL

Steel inspector. Multi-year repair program for eight railroad bridges to restore original load-carrying capacity. Year by year, TranSystems has been developing contract plans and documents for the most critical repairs within budget constraints and coordinating with CDOT for permitting. Plans included strengthening of steel columns and removal/replacement of deteriorated concrete in abutments without interruption of rail operations. Provided quality assurance inspection for painting various CSXI bridges.

Elgin Central Business District (CBD) Street Resurfacing and Streetscape Program, Elgin, IL

Inspector for design and construction engineering services for the Central Business District (CBD) Street Resurfacing and Streetscape Program. The improvements include the replacement of sidewalks and curb and gutter, paver streetscape accents, planters with irrigation, decorative streetlights, street furniture, additional street trees, and repaving of the streets.

Off-System Fracture Critical Bridge Inspection, Oklahoma DOT, Oklahoma

Steel inspector. The Oklahoma DOT selected TranSystems for the inspection of Fracture Critical Bridges for the Off-Systems bridges. The project includes the inspection of fracture-critical bridges located in four divisions of Oklahoma. The project also includes non-destructive testing of the fracture critical elements as required as well as completion of bridge ratings for the inspected bridges.

Rich Township Inspection Services, Innovative Seatin Systems, Frankfort, IL

Welding inspector. TranSystems was selected for consulting engineering services to visually inspect existing bolted and welded connections for high school grandstands. This work included visual observations of the existing condition of the connections and structural shapes (beams, angles, plates, etc.). A detailed report was prepared documenting our review and observations.

Teft Bridge & Iron, LLC – Shop Superintendent (Prior Experience)

Shop Superintendent for a medium-sized steel fabrication shop, utilizing multiple operations shifts. Scheduled and maintained all facets of production for the timely completion of customer job orders in accordance with project specifications. Scheduled and maintained labor in the most cost-effective way possible to meet deadline requirements. Performed Quality Assurance reviews of in-process fabrications. Responsible for resolution and documentation of incidences of non-conforming fabrications. Assisted in preparing and completing the American Institute of Steel Construction (AISC) annual audit for re-certification. This included internal audits, reviews, and revisions of company procedures, policies, and practices.



Donville Lawes, CBI

Bridge Inspection Team Leader

Donville has experience in bridge and ancillary structures inspections, with expertise in scheduling, mobilizing, and ensuring that multiple field teams working on multiple projects have the personnel and equipment they need to complete their work. He has inspected state, local, and major arterial bridges. Donville often serves as a Team Leader responsible for bridge inspection, inventory, report writing, and office submission preparation.

Asset Management for Movable Bridges, FDOT District 5, FL

Team Leader responsible for the inspection and evaluation of eight bascule bridges with fixed approach spans. This involves the structural, mechanical, electrical and underwater inspections. Routine inspections, including underwater inspections, are performed on a biennial basis and inspections of the movable spans are done annually. The bridges are in three counties: Lake County over the St Johns River, Brevard County over the Barge Canal, and Volusia County over the Indian River. Four of the bridges are double-leaf bascules, and the other four are single-leaf bascules, with a total of 46 approach spans. The mechanical components vary from Hopkins Frame to hydraulic cylinders. We were also on call for emergency inspections, post rehabilitation and repair inspections, and miscellaneous design services.

Districtwide On/Off, Toll and State Underwater Bridge Inspection, FDOT District 5, FL

Team Leader for the biennial inspection of 680 fixed bridges and 12 movable bridges for District 5. The contract included inspection of structures owned by local authorities, toll bridges in the greater Orlando area, and underwater inspection of state-owned bridges in the District. Work also included the load rating of 28 bridges and radiography testing at two bridges to determine reinforcing at structures for which no plans were available.

SR 401 Bridge over Barge Canal, FDOT District 5, Port Canaveral, FL

Team Leader for the in-depth inspection and long-term repair recommendations for three parallel bascule bridges carrying SR 401 over the Cape Canaveral Barge Canal in Brevard County. The project also included the preparation of construction plans and other construction documents to complete the rehabilitation of the bridges.

Districtwide Sign Inspection, FDOT District 5, Deland, FL

Team Leader for the biennial inspection of over 90 sign structures. This project called for the safety inspection of all major signs in District 5. The project included the sections of I-4 in the Orlando area and I-95 through the Space Coast and Daytona Beach. Signs were inspected using a lift and free climbing to minimize traffic control requirements.

Emergency Hurricane Damage Assessment, FDOT District 4, Broward, Palm Beach, and Martin Counties, FL

Team Leader. As part of this emergency contract, TranSystems designed the replacement of 19 sign structures damaged by Hurricane Wilma, the replacement design of two high mast light poles, and the repair of mast arm assemblies. The work included site visits, determining soil boring locations, design calculations, contract plan preparation, and post-design services to construct the new sign structures. As part of this contract, TranSystems was also responsible for the repair design of sign structures damaged by Hurricane Katrina in Broward County. The repaired sign structures included cantilever signs mounted on bridge bent caps. TranSystems' repair design included sign structure columns connected to the bent caps by adding new base plates and anchor bolts. TranSystems was also responsible for the damage assessment of over 20,000 light poles and hands-on structural evaluation of more than 600 overhead highway signs in Broward, Palm Beach, and Martin Counties. As a Team Leader, Donville was responsible for the preliminary evaluation of bridges and sign structures immediately after the storm, including the in-depth inspection of high mast light poles and streetlights. He also compiled and summarized inspection findings and reviewed shop drawings for the new sign structures.

Education

A.S., Civil Engineering Technology
The College of Staten Island, City Univ. of NY,
1990

Certifications

Certified Bridge Inspector
NBIS Team Leader

Years of Experience

33

Years with Firm

33



Districtwide Local Government Bridges Inspections, FDOT District 2, FL

Team Leader for the biennial safety inspection of 664 Local Government bridges throughout District 2 in northern Florida, which extends from the Atlantic Ocean to the Gulf of Mexico. This project included the underwater inspection of approximately 250 of the above bridges, 50 Initial Bridge Inspections for newly constructed bridges, 185 bridge load ratings, and 450 interim Bridge Inspections for load-posted bridges and bridges with low condition ratings.

Continuing Services for Bridge Inspection of State Bridges, FDOT District 4, FL (2020-2024)

Team Leader. This contract includes federal and state-compliant routine structural inspections for 158 bridges in Cycle One (July 2020-June 2022) and 331 bridges during Cycle Two (July 2022-June 2024). TranSystems is a subconsultant to Marlin on this contract. We are responsible for routine bridge inspections, initial bridge inspections, post-rehabilitation bridge inspections, in-service bridge inspections, post-repair bridge inspections, special bridge inspections, and interim bridge inspections.

Districtwide Plans Review Support, FDOT District 4, FL

Certified Bridge Inspector. TranSystems was selected to support FDOT's District 4 in reviewing plans prepared by the Department or other consultants. In this capacity, TranSystems acted as an extension of the District's staff to provide expertise and manpower not available in-house. Plan reviews included all phases of design through final plans for movable bridges (mechanical, electrical, and structural design) and major steel and concrete bridges.

Districtwide Local Government On/Off System Routine Bridge Inspection, FDOT District 4, Multiple Locations, FL (2017-2024)

Team Leader. Donville has served on the 2017-2024 cycle, providing comprehensive structural, mechanical, and electrical inspection services for the routine and fracture-critical inspections of over 760 fixed bridges, 2 swing bridges, and 13 bascule bridges for the local government bridge inspection program. Reports containing recommended repairs were submitted to the maintaining agencies to address the documented deficiencies.

Asset Management for Movable Bridges, FDOT District 6, FL (2010-2016)

Team Leader for asset management involving inspection and on-call engineering services for 15 bascule bridges with fixed-approach spans. Routine inspections, including underwater inspection, are performed biennially, and inspections of the fracture critical elements are performed annually.

Florida's Turnpike South System Inspections, Florida's Turnpike Enterprise, Multiple Locations, FL (1995-2023)

Deputy Project Manager for the 2003-2023 cycles, Team Leader for the 2003-2023 cycles, and Assistant Team Leader for the 1999-2003 cycles. The project includes all Turnpike-owned bridges, overhead sign structures, weathering steel high mast light towers from the Turnpike's southern-most terminus to a location 200 miles north, as well as the heavily traveled Sawgrass Expressway. Reports are prepared in the FDOT BrM/BMS reporting system and uploaded into the FDOT Electronic Document Management System (EDMS). Reports include inspection recommendations for repairs, which are reviewed with the Turnpike in Feasible Action Review Committee meetings and uploaded to the FDOT work order module. TranSystems has performed initial inspections and generated open item lists for bridges and overhead signs to support the Turnpike construction teams as part of the construction acceptance process. TranSystems has responded to numerous emergency incidents involving bridges, overhead signs, and toll facilities and consistently responds within 1 hour of notification. Load ratings have been performed for bridges that have impact damage or require updating due to other deterioration or due to the age of the analyses. Throughout the multiple cycles, TranSystems has rated over 300 bridges.



Devon Norris, CBI

Bridge Inspection Team Leader

Devon is a certified bridge inspector and technician with extensive experience managing inspection contracts for FDOT, the Miami-Dade Expressway Authority (MDX), and various South Florida clients. His expertise spans a range of bridge inspection projects, ensuring compliance with safety standards and delivering high-quality results.

Asset Management of Movable and Fixed Bridges, FDOT District 5, FL
Assistant Bridge Inspector. TranSystems was a subconsultant to the asset manager for the FDOT District 5 Asset Management Contract and was responsible for the inspection and evaluation of originally eight bascule bridges with fixed-approach spans. Whitehair bridge was replaced with a fixed bridge. This involved structural, mechanical, electrical, and underwater inspections. Routine inspections, including underwater inspections, were performed on a biennial basis and inspections of the movable spans were completed annually. The bridges are located in three counties: Lake County over the St. Johns River, Brevard County over the Barge Canal, and Volusia County over the Indian River. The mechanical components varied from Hopkins Frame to Hydraulic cylinders. TranSystems was also on call for emergency inspections, post rehabilitation and repair inspections, and miscellaneous design services.

Biennial Bridge Inspection, NASA, Kennedy Space Center, FL

Assistant Bridge Inspector. TranSystems was selected to complete the inspection and evaluation of five movable bridges, two fixed bridges, and two culverts at NASA's Kennedy Space Center. The inspection of movable bridges included structural, mechanical, and electrical inspections, and all structures included underwater elements. The evaluation of the structures included recommendations for safe load carrying capacity for special rocket fuel cars, and other special vehicles.

Local Government Bridge Inspections (East), FDOT District 3, FL

Team Lead. Provided districtwide safety inspections and above- and below-water bridge inspections in accordance with federal and state regulations. The east region consists of 569 bridges that cross bodies of water, except four railroad underpasses requiring temporary right-of-entry permits, one railroad overpass, 11 pedestrian walkways, and one pedestrian underpass. This region includes 48 fracture critical (FC) bridges with FC elements and one moveable bridge with moveable spans. Services included routine, FC, underwater (including penetration dives), initial, interim, damage, and special (including posted bridges and bridges with poor condition ratings) bridge inspections with associated BrM report preparation; load ratings; emergency response; non-destructive testing; post storm assessments; hydrographic surveys; and scour evaluations/analyses as needed.

Local Government and State-Owned Bridge Inspections, FDOT District 2, FL

Team Lead. NBIS local government bridge inspection services for 670+ bridges throughout 18 counties, 14 bridges of which required underbridge vehicle and/or rope access inspection. The team also completed 200 underwater inspections, as well as 240 interim inspections, 24 initial inspections, and 30 load ratings. The structures inspected included concrete, steel, and timber. Phase I – IV scour analysis was provided for eight bridges in accordance with the HEC manuals.

Continuing Services for Bridge Inspection of State Bridges, FDOT District 4, FL

Certified Bridge Inspector. This contract includes federal and state compliant routine structural inspections for 158 bridges in cycle one (July 2020-June 2022) and 331 bridges during cycle two (July 2022-June 2024). TranSystems is a sub consultant to Marlin on this contract. We are responsible for routine bridge inspections, initial bridge inspections, post-rehabilitation bridge inspections, in-service bridge inspections, post-repair bridge inspections, special bridge inspections, and interim bridge inspections.

Certifications

Certified Bridge Inspector
NBIS Team Leader

Training

FHWA/NHI Bridge Inspection Refresher Training
FHWA/NHI Fracture Critical Inspection
Techniques for Steel Bridges
FHWA/NHI Safety Inspection of In-Service
Bridges
FHWA/NHI Inspection & Maintenance of Ancillary
Highway Structures
FDOT Intermediate Work Zone Traffic Control
OSHA 10-Hour Construction Safety

Years of Experience

10

Years with Firm

8

**Districtwide In-Depth State Bridge Inspection, FDOT District 6, Monroe County, FL**

Certified Bridge Inspector for this contract for state-owned bridges in Monroe County. Bridges from Asset Maintenance Contract E6147 on US 1 (SR 5) and S. Roosevelt Boulevard (SR A1A) in Monroe County and the Old US 1 access roads on the north and south sides of Jewfish Creek were inspected. The contract includes 4 segmental bridges (7 miles, Channel 5, Long Key, and Niles Bridges), 1 fracture critical (Old 7-mile bridge), and 56 fixed bridges. Inspections include SPRAT inspection of Channel 5- and 7-Mile bridges interior columns every other routine inspection and drone inspection on the alternate routine.

Districtwide Local Government On/Off System Routine Bridge Inspection, FDOT District 4, FL

Assistant Bridge Inspector for the 2017-2018 inspection cycle, providing comprehensive structural, mechanical, electrical, and underwater inspection services for the routine and fracture critical inspections of over 760 Fixed Bridges, two swing, and 13 bascule bridges for the local government bridge inspection program. The counties within the district include Broward, Palm Beach, Martin, St. Lucie, and Indian River. Reports containing recommended repairs were submitted to the maintaining agencies to address the documented deficiencies.

Asset Management of Movable and Fixed Bridges, FDOT District 4, FL

Assistant Bridge Inspector. TranSystems served as a subconsultant to the asset manager and was responsible for the inspection and evaluation of 37 bascule bridges, one tunnel, and 74 fixed bridges, including three culverts and 14 high-level segmental concrete box girder bridges. TranSystems is also on call for emergency inspections, post-rehabilitation inspections, post-repair inspections, and miscellaneous design services.

Asset Management of Movable Bridges, FDOT District 6, FL

Assistant Bridge Inspector. TranSystems served as a subconsultant for the asset management of FDOT District 6 drawbridges and was responsible for the inspection and on-call engineering of 15 bascule bridges with fixed-approach spans. Routine inspections, including underwater inspections, were performed biennially, and inspections of the fracture critical elements were performed annually.



Alexa Saffold
Technical Secretary

Alexa is a highly organized administrator with a proven ability to manage multiple priorities while maintaining a positive attitude. She is adaptable and consistently takes on additional responsibilities to support team goals and exceed client expectations.

Kirkman Extension, Orange County, FL; Secretary/Clerck. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: January 2024 to Present.

TIN: S14301401

Education

B.S., Integrated Business
University of Central Florida, 2023

Certifications

Final Estimates Level 1
Earthwork Construction Inspection Level 1

Years of Experience

3

Years with Firm

<1



George Sawaya, PE Senior Project Engineer

George has 32 years of experience in the construction and engineering sectors. George's areas of expertise include construction management and inspection, civil engineering, critical path method (CPM) scheduling, contractor negotiations, and quality assurance/quality control (QA/QC). His duties have included supervising CEI activities such as typical construction inspections, soil and concrete materials testing, and quality control. George's projects have involved bridge work, site work, new building construction, ITS, roadway and bridge widening, milling and resurfacing, embankments, drainage, lighting, signage, and pavement markings. George's years of FDOT training, success in defending multiple complex claims, and ability to communicate effectively with all parties – including contractors, utilities, and local government agencies – make him an asset to the project.

Kirkman Extension, Orange County, FL; Senior Project Engineer. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange (SPUI) at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2022 to Present.

Widen Seminole Expressway (SR 417) from Aloma Avenue to SR 434 (MP 38-44), Florida's Turnpike Enterprise (FTE), Seminole County, FL (FPN 417545-1); Senior Project Engineer. CEI for the proposed improvements to Seminole Expressway (SR 417) from the Orange/Seminole County Line to north of Aloma Avenue. This Design-Build project will widen Seminole Expressway (SR 417) from four to eight lanes from MP 38-44 and includes interchange improvements at SR 434, Red Bug Lake Road, and Aloma Avenue. Other improvements include signalization, lighting, ITS, signing and pavement markings, retaining walls, and noise walls. Cost: \$19M | Contact: Monica Sweeney, PE (407) 264-3020 | Dates: January 2024-Present

CEI Group 175: SR 600 Widening from Poinciana Blvd to CR 535, FDOT District 5, Poinciana, FL (FPN: 239714-1); Senior Project Engineer/Project Administrator. This roadway widening project includes widening a 2.2-mile-long section of SR 600 US 17/92, from west of Poinciana Boulevard to CR 535 (two- to four-lane conversion). The construction consists of two new lanes of overbuild and full depth widening of the existing lanes, bike lanes constructed in conjunction with the outside shoulders in both directions, a 10' asphalt sidewalk, and a five-foot concrete sidewalk. New drainage throughout the corridor and four detention basins. Additional construction elements include MSE wall, sound wall, lighting, ITS, pedestrian crossings, traffic signals, signing, and pavement markings. Cost: \$23.5M | Contact: Ray Gopal, (321) 229-9993 | Dates: January 2019 to October 2022

Florida's Turnpike Services Plaza Reconstruction Project, FTE, FL (FPN: 422418-1, -2, -3, -4, -5, -6, -7, and -8-52-01); Senior Project Engineer. These \$160 million projects comprised the reconstruction of eight service plazas throughout the corridor. The project included site work and new building construction. This Design/Build public-private partnership project was unique in Florida and included pursuing LEED certifications for the new buildings. The CEI scope included typical construction inspections, soil and concrete materials testing, and soil and concrete quality control related to the site's civil construction. Also included in the scope was the standard FDOT materials testing for soils and concrete related to the vertical construction elements of the project and significant QA/QC oversight for the concessionaire. Cost: \$160M | Contact: Todd Kelly, (407) 286-8520 or Karen Akers, (954) 809-9333 | Dates: January 2010 to October 2014

TIN: S00030067

Registrations

Professional Engineer: FL, 1999

Education

B.S., Civil Engineering
University of Central Florida, 1991

Certifications

Final Estimates - Level 1
Final Estimates - Level 2
Pile Driving Inspection
QC Manager

Years of Experience

32

Years with Firm

2



CEI Group 156: Regional Transportation Management Center, FDOT District 5, Sanford, FL (FPN: 437100-1); Project Engineer Lump Sum (Schedule of Values). This project includes the construction of a new 44,000 SF Traffic Management Center Building to house FDOT personnel and Florida Highway Patrol Staff. The high-tech facility will provide traffic monitoring and emergency management services for the Central Florida area, including toll rate management, emergency response, traffic monitoring, and safety services. The project includes the building, site drainage, and parking areas. Cost: \$13M | Contact: Jonathan Duazo, (407) 405-1047 | Dates: March 2017 to January 2019

SR 52 at I-75 Improvement Project, FDOT District 7, FL (FIN: 258746-1-52-01); Senior Project Engineer/Office Engineer. The project consisted of improvements to a two-mile-long interstate. Cost: \$1.2M | Contact: Joy Christiano, (813) 416-787 | Dates: 2001

SR 39 to US 301 – QC2000 Project, FDOT District 7, FL (FIN: 256418-1-52-01); Senior Project Engineer/Office Engineer. This project consisted of milling, resurfacing, and improving drainage on a seven-mile-long interstate. Cost: \$3.6M | Contact: Joy Christiano, (813) 416-787 | Dates: June 2001 to October 2001

SR 93 I-75 Bridge Widening Project, FDOT District 7, FL (FIN: 258746-1-52-01); Senior Project Engineer/Office Engineer. This project consisted of a four-mile-long bridge. It consisted of bridge shoulder widening and three bridges on SR 50, Croom Road, and Withlacoochee River. Cost: \$ 2.98M | Contact: Joy Christiano, (813) 416-787 | Dates: January 2001 to June 2001

Palm Coast Parkway Four to Six Lane Conversion, City of Palm Coast, Palm Coast, FL (FPN: 415963-1-58-01); Senior Project Engineer. This \$10.5 million project included widening a four-lane suburban section of the Palm Coast Parkway to a six-lane urban facility. An 8' sidewalk was installed throughout the project limits on both sides of the roadway. The project also included lighting, signalization, and CCTV cameras and required close coordination with local businesses to maintain safe access. Cost: \$10.5M | Contact: Carl Cote, (386) 986-3748 and Alan Fisher, (386) 943-5384 | Dates: March 2014 to January 2016

SR 104 (Dunn Avenue) from East of I-295 to Biscayne Boulevard, FDOT District 2, FL (FPN: 434303-1-52-01); Project Engineer. This project included resurfacing Dunn Avenue with drainage improvements to repair damaged structure tops. Safety and Traffic Operation improvements include replacing vehicle detection loops and adding new signing and pavement markings, sidewalks, and Americans with Disabilities Act (ADA) curb ramps. Cost: \$2.8M | Contact: Jessica Tippet, (904) 360-5504 | Dates: December 2017 to January 2018

San Jose (SR 13) from Cornell to San Marco, FDOT District 2, FL (FPN: 434300-1-52-01); Senior Project Engineer. This project resurfaced SR 13 with drainage improvements to enhance the existing system near San Marco Boulevard. Safety and Traffic Operation improvements include installing new mast arm signals, vehicle detection loops and pedestrian detection, new signing/pavement markings, and sidewalk. Cost: \$4.9M | Contact: Jessica Tippet, (904) 360-5504 | Dates: December 2017 to January 2018

CEI Group 148: SR 48 from E of I-75 Ramps to CR 475 (Main Street) and SR 35 (US 301) from S of W Cherokee Avenue to Noble Avenue, FDOT District 5, Bushnell, FL (FPN: 240418-2-62-01 & 433959-1-62-01); Project Engineer. This project includes widening SR 48 from a two-lane undivided rural roadway to a 5-lane urban typical section conversion. The roadway consists of two 12-foot travel lanes in each direction, a 12-foot paved two-way center turn lane, bike lanes, sidewalks, and curb and gutter. The new stormwater drainage facilities include more than 10,700 linear feet of pipe, three new ponds, and an existing FDOT pond. The project included milling and resurfacing, gravity walls, pavement markings, signing, signalization, and turnout construction for 63 driveways. The SR 35 project included milling and resurfacing the four-lane undivided roadway and parking shoulders, sidewalk improvements to meet ADA requirements, drainage, and pavement repairs. Cost: \$8.8M | Contact: Karen Madrid, (352) 459-2049 | Dates: February 2016 to November 2017



Saman Sayadian

Inspector Roadway/Earthwork

Saman is an Inspector Aide assisting our Florida Construction Engineering and Inspection practice.

Kirkman Extension, Orange County, FL; Inspectors Aide. CEI for the Kirkman Road extension that consists of 7 bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Rd., a signature elevated Curved Steel Girder Bridge, dedicated bike lanes, dedicated bus lanes, 6 lane Roadway, soil cement, asphalt, MSE Walls, Traffic Signals, Cantilever Signs, Truss Signs, Pile driving, drilled shafts, piling, erosion control, Ground Mounted Signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stake holders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: March 2023 to Present

Experience Prior to TranSystems

Spectrum – Duties included installing and troubleshooting coax cables and fiber optics in relation to cable, internet, and phone services. Dates: August 2022 to January 2023.

PepsiCo – Duties included delivering, loading, and unloading merchandise to customer accounts. Checking in and out with store associates and resetting coolers. Dates: August 2019 to May 2022.

AdventHealth – Catering associate/cook. Duties included order and prepare meals and for patients according to allergy and dietary restrictions along with nutritional supplements. Courier. Duties included delivering lab equipment to required facilities and transporting patients to assisted living facilities. Dates: July 2016 to July 2019.

TIN: S35078090

Education

A.A., Hillsborough Community College

Certifications

Asphalt Paving - Level 1 & 2
 Concrete Field Technician Level 1
 Earthwork Construction Inspection – Level 1 & 2
 Final Estimates Level 1
 MOT Intermediate
 Nuclear Gauge

Years of Experience

1

Years with Firm

1



Austin Smith

Inspector Roadway/Earthwork, Asphalt & Concrete Inspector

Austin is an organized and dependable inspector successful at managing multiple priorities with a positive attitude. He brings a willingness to take on added responsibilities to meet team goals and client expectations.

Kirkman Extension for Universal Studios, Orange County, FL; Inspector. CEI for the Kirkman Road extension that consists of seven bridges, including a Single Point Urban Interchange (SPUI) at Sand Lake Road, a signature elevated curved steel girder bridge, nearly two miles of concrete pavement and edge drain, dedicated bike and bus lanes, six-lane roadway, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: January 2024 to Present

UH-60 Helicopter Repairer, US Army Reserve, Tampa, FL

In this role Austin performed the following functions:

- Logged maintenance notes regarding status of aircraft repairs.
- Followed safety procedures while analyzing issues and working on aircraft.
- Troubleshoot mechanical, hydraulic, pneumatic, and electrical systems and tested equipment following repairs.
- Removed and installed aircraft subsystem assemblies such as engines, rotors, gearboxes, transmissions, and mechanical flight controls.
- Assisted with aircraft and equipment transport and movement.

Heavy Equipment Operator, Watson Civil Construction, Orlando, FL

In this role Austin performed the following functions:

- Trained in diverse pieces of equipment and useful attachments to handle team needs.
- Strictly adhered to company safety procedures, noticeably decreasing job site accidents.
- Met project demands consistently through careful and consistent operation of heavy equipment.
- Completed diligent equipment inspections, repairs, and maintenance actions to prolong life of each piece of machinery.

TIN: S53001896

Education

High School Diploma
West Orange High School - Winter Garden, FL, 2014

Certifications

Asphalt Paving Level 1
Asphalt Paving Level 2 (Pending)
Concrete Field Technician Level 1
Drilled Shaft Inspection (Pending)
Earthwork Construction Inspection Level 1 & 2
Final Estimates Level 1
Stormwater Management Inspector
Intermediate MOT
Nuclear Radiation Safety

Years of Experience

9

Years with Firm

<1



Shayan Tavallaie

Contract Support Specialist/Drone Pilot

Shayan is an emerging professional in the Heavy Civil Construction industry with strong proficiency in various computer software and systems, including CAD. He is a quick learner, adaptable to new technologies, and since joining TranSystems, has proven to be a valuable contributor to project teams.

Kirkman Extension, Orange County, FL; Contract Support Specialist. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2022 to Present.

Emergency Response to Hurricane Ian, FDOT Districts 1 and 7, Various Locations, FL; Inspector. As part of its established Structures Emergency Response contract with FDOT Districts 1 and 7, TranSystems was immediately tasked with missions requested by local Emergency Operations Centers on behalf of local agencies following landfall of Hurricane Ian on September 28, 2022. To date, TranSystems teams have inspected over 250 structures across a 3,000-square-mile area spanning from Sarasota to Fort Myers and inland areas in Lee, Charlotte, Sarasota, DeSoto, and Hardee Counties. These include the Sanibel Causeway, the Pine Island Pass, and SR 64 over the Peace River.

Asset Maintenance Structures Inspection, FDOT Districts 1 and 7, FL; Inspector. TranSystems is a subconsultant to the asset manager for structure inspections of 1500 bridges, 530 overhead signs, 200 TSMA and 160 HMLP and CCTV poles, including 580 underwater inspections for bridges. This contract is for asset maintenance of all bridges, overhead signs, and other structures for state-owned and local government-owned structures within Districts 1 and 7.

Asset Management for Movable Bridges, FDOT District 5, Districwide, FL; Inspector. TranSystems is the subconsultant to Ferrovial Services, Inc. for the asset management of FDOT District 5 movable bridges, responsible for the inspection and on-call engineering for eight bascule bridges with fixed approach spans. Routine inspections, including underwater inspections, are performed on a biennial basis and inspections of the movable spans are done annually. The firm is also on call for emergency inspections, post rehabilitation inspections and miscellaneous design services.

TIN: T14078099

Education

B.S., Mechanical Engineering
University of Central Florida, 2022

Certifications

Asphalt Paving Technician Levels 1 & 2
Concrete Field Technician Level 1
Drilled Shaft Inspection
Earthwork Construction Inspection Level 1 & 2
FAA Part 107 UAS Remote Pilot Certificate
Final Estimates Level 1 & 2
Pile Driving Inspection
QC Manager
Nuclear Radiation Safety
Level I Drone Pilot

Years of Experience

2

Years with Firm

2



Glen Truesdale Senior Bridge Inspector

Glen has over 25 years of experience and a strong background handling inspection responsibilities for major bridge and highway construction/reconstruction work. His experience includes inspection, material sampling and testing, and record keeping for all aspects of conventional bridge construction, proprietary retaining walls, culverts, ITS work, and all phases of highway construction.

I-4 (SR 400) and SR 557 Interchange Project, FDOT District 1, Polk County, FL (FPN 201215-3-52-01); Senior Inspector. The project consists of the reconstruction of the I-4 at SR 557 interchange from an existing partial cloverleaf interchange configuration to a diamond interchange. The intent of this project is to prepare the median along I-4 to accommodate the future multi-modal corridor with provisions for special purpose (express) lanes and a high-speed rail (HSR) corridor. The new realigned roadway consists of six 12-foot wide travel lanes, three eastbound and three westbound, with 12-foot wide (10-foot paved) inside and outside shoulders, separated by a 192'-6" wide depressed grassed median to accommodate the future express lanes and rail corridor, to be constructed by others. SR 557 will be reconstructed to 4-travel lanes, two in each direction, within the limits of the State's limited access right-of-way, with roadway transitions to the existing two-lane County Road (CR 557) north and south of the interchange. Dual teardrop shaped roundabouts will be provided on SR 557 at the I-4 on and off-ramp terminals. A new wildlife crossing will be provided under I-4, centered at approximate Sta. 1691+40, to facilitate the movement of wildlife between the north and south sides of I-4 to the Hilochee Wildlife Management Area. Cost: \$70M | Contact: Jay Wolfe (863) 519-4126 | Dates: January 2021 to Present

SR 482/Sand Lake Road Widening & John Young Parkway Extension/Flyover Bridge, FDOT District 5, Orange County, FL (FPNs: 40714345201, 40714355201, 40714365201); Senior Inspector. CEI services for widening and reconstruction of three miles of SR 482 (Sand Lake Road) and construction of a steel structure flyover bridge on John Young Parkway over SR 482. Widening of Sand Lake Road includes widening of four bridges over Kirkman Road and replacement of the Shingle Creek Bridges with a single concrete structure. The project also includes major utility relocations, sanitary sewer, sanitary sewer lift station, water main, storm sewer, seven drainage ponds, MSE walls, signalization, signing, retaining walls, and sidewalk. Cost: \$87M | Contact: Trevor Williams, PE, FDOT Project Manager, (407) 625-4360 | Dates: May 2016 to Present

CEI Group 80, FDOT District 5, Osceola County, FL; Senior Inspector. Reconstruction to the CEI Group 80. Reconstructed the I-4/US 192 Interchange to accommodate the widening and to add lanes to the interstate within the limits of the interchange and to improve the ramps and bridges to bring those features in alignment with current interstate design standards. The work included constructing seven new bridge structures and widening two existing bridges. The project also included 12 proprietary reinforced earth retaining walls. Cost: \$58M | Contact: Loreen Bobo, PE, (407) 832-5310 | Dates: February 2005 to August 2007

CEI Group 751, FDOT District 5, Citrus County, FL; Senior Inspector. CEI Group 75 consisted of two projects reconstructing and widening SR 44. The projects, SR 44 from Citrus County Line to CR 470 and CR 470 to 1-75, reconstructed SR 44 to a four-lane facility. The work included maintenance of traffic, clearing, subsoil removal, embankment, drainage system, including ponds, box culvert extensions, stabilized subgrade, optional base courses, superpave structural asphalt pavement, asphalt friction course, highway pavement markings & signing, grassing, guardrail, steel sheeting retaining walls to protect wetlands and other miscellaneous roadway work. Contact: Ronda Daniell, (352) 732-1322 | Dates: July 2003 to February 2005

TIN: T62328164

Education

Diploma, Dixie Hollins High School, 1983

Certifications

Asphalt Paving Technician – Level 1 & 2
Concrete Field Inspector – Level 2
Concrete Field Technician – Level 1
Earthwork Construction Inspection – Level 1 & 2
Final Estimates Level 1
Pile Driving Inspection
Radiation Safety Certification
Critical Structure Self-Study
Hazmat/Nuclear Radiation Safety

Years of Experience

29

Years with Firm

7



Group 64: Panasoffkee Creek Bridge Widening CEI Services for Design-Build, FDOT District 5, Sumter County, FL; Senior Inspector. Widening of two major bridges on I-75 Bridges over Panasoffkee Creek. Bridges were 483.9 feet long by 130 feet. Work included 107 spans at 42 feet each. The inside bridge widening consisted of driving in excess of 500 18-inch concrete piles foundations, precast bent caps, Type II AASHTO beams, and reinforced concrete deck and traffic rails. Roadway work included minor drainage, minor grading/embankment, stabilized subgrade, limerock base, superpave asphalt, asphalt friction course, pavement markings, signing, guardrail and other incidental work. Cost: \$19M | Contact: Michael McCammon, PE (352) 620-1478 | Dates: January 2001 to July 2003

SR 50, from US 19 to Wiscon Road (FPN: 407951-3), FDOT District 7, Hernando County, FL; Senior Inspector. Six mile, \$39 million widening and reconstruction project on SR 50, from US 19 to Wiscon Road. Improvements include construction of a new drainage system with five new ponds, adding a third lane and extensive water, sewer, and gas main installation. Cost: \$39M | Contact: Dave Hoover, FDOT Project Manager, (813) 323-1073 | Dates: December 2012 to May 2016

1-275, North of US 41 to 1-75 (FPN: 258413-1), FDOT District 7, Hillsborough County, FL; Senior Inspector. Construction engineering and inspection services for milling, resurfacing, and widening of six miles of interstate, including replacement of the existing open drainage system with a closed system and installation of new median, guardrails, noise walls, deer fencing, bridge pier protection, and ITS facilities. Contact: Terry Jennings, Project Manager, (813) 242-2455 | Dates: January 2011 to December 2012

Turnpike Widening, 1-4 to Gotha Road, Florida's Turnpike Enterprise, Ocoee/Orange County, FL; Senior Inspector. Widening of 5.73 miles of Florida's Turnpike mainline, from SR 400 (1-4) to north of Gotha Road. It included widening bridges over I-4 and Apopka Vineland Road. Roadway construction includes resurfacing existing pavement, construction of storm water retention ponds, signing and marking, lighting, landscaping, sound barriers, ITS, and utilities. Cost: \$93M | Contact: Joe Chinelly (407) 532-3999 | Dates: August 2007 to February 2010

SR 60 Peace Creek Drainage Canal Design-Build, Johnson Bros., Lake Wales, Polk County, FL; Senior Inspector. As a design consultant to contractor, Johnson Brothers Highway & Heavy Constructors, Inc., work included removing and replacing two bridge structures, each with an over-all length of 225 feet. Roadway work consisted of embankment, drainage structures, stabilized subgrade, limerock base, superpave asphalt with friction course, milling with resurfacing, pavement markings, roadside signing, grassing, guardrail and other miscellaneous items. Cost: \$19M | Contact: Lance Grace, PE (941) 359-7350 | Dates: December 2000 to January 2001

Western Expressway (SR 429)/US 441 Interchange, Central Florida Expressway Authority (CFX), Apopka/Ocoee, FL; Senior Inspector. Western Beltway Sections 601 and 602, a \$26 million project with CFX (formerly OOCEA). Project was divided into two contracts. Contract 601 consisted of 0.5 mile of new limited access roadway from SR50 to north of Story Road and approximately 0.6 miles of widening of SR 50; a half interchange with SR 50; and three bridge structures that consisted of single spans over side roads. The roadway involved retaining walls; a drainage system, roadway lighting, signalization, pavement markings, signing, fencing and guardrail. Contract 602 consisted of 2.0 miles of new limited access roadway from north of Story Road to south of Fullers Cross Road, an interchange with SR 438 and approximately 0.5 mile of reconstruction of SR 438. The work included eight bridge structures, box culvert and retaining walls; drainage system, highway lighting, signalization, signing, guardrail, and fencing. Duties included being in charge of supervising bridge inspectors to ensure Contractor's field work remained within reasonable conformance with all contractual requirements and that the owner's requirements for material sampling, testing and record keeping were complied with. Duties also included sampling materials, conducting field acceptance tests, preparing reports for all phases of 11 bridge structures and proprietary reinforced earth wall construction. Cost: \$26M | Contact: Ken Spillett, PE, (813) 909-8885 | Dates: August 1998 to December 2000

Suncoast Parkway-Section 5, FDOT Turnpike District, FL; Field Inspector. Established and maintained records for contract compliance on Pile Driving and M.O.T. Assisted other inspectors in the performance of their duties. He was responsible for sampling materials, conducting field acceptance tests and preparing reports for bridgework. Contact: Chris O'Brian, PE, (850) 513-1744 | Dates: May 1998 to October 1998



Christopher Todd Womick, PE Senior Project Engineer

Todd joined TranSystems after 30 years of construction, serving FDOT District 5 as Interim District Construction Engineer and Assistant District Construction Engineer. During his time with FDOT, he oversaw the resolution of construction claims disputes, including the independent formulation of the Department's position. Todd supervised and managed the processing of monthly estimates, supplemental agreements, and work orders, providing appropriate and timely monthly payments to all District 5 construction contractors. During his 30 years of construction experience, he has maintained a strong working relationship with representatives of the Federal Highway Administration; FDOT's Central Office, and District Materials Office; other governmental agencies and officials; and representatives of various affected cities and municipalities.

Kirkman Extension, Orange County, FL; Senior Project Engineer. CEI for the Kirkman Road extension that consists of seven bridges, including a single point urban interchange (SPUI) at Sand Lake Road, a signature elevated curved steel girder bridge, dedicated bike lanes, dedicated bus lanes, six-lane roadway, soil cement, asphalt, MSE walls, traffic signals, cantilever signs, truss signs, pile driving, drilled shafts, piling, erosion control, ground-mounted signs, striping, new utilities corridor, sanitary sewer, reclaimed water main, potable water main, embankment, mass grading, storm sewer and ITS. The project also included extensive coordination with stakeholders, Lockheed Martin, Orange County, and Rosen Hotels. Cost: \$200M | Contact: Ryan Flipse, (321) 319-8134 | Dates: September 2022 to Present.

CEI Group 234: I-4 at SR 535; SR 536 to Darryl Carter Parkway (FPN: 448914-1-62-01; 449771-1-62-01), FDOT District 5, Orlando, Florida; Senior Project Engineer. I-4 from East of SR 535 to West of SR 535 and I-4 from West of SR 536 to West of Darryl Carter Parkway Design-Build (DB) reconstruction projects. Improvements include interchange reconstruction, westbound I-4 widening for express lanes, new loop ramp for SR 535 northbound traffic to access I-4 westbound, milling and resurfacing, structures improvements, new bridges, widening I-4 bridges over SR 535, and utility coordination. Cost: \$103M | Wade McLemore, (407) 483-5551 | Dates: June 2023 to Present

SR 46A Wekiva Section 5, Connector Road from CR 46A to SR 46 (FPN: 238275-8-52-01), FDOT District 5, FL; Senior Project Engineer. Realignment of CR 46A into two lanes (rural) that connect to SR 46. Work consisted of new construction with signalization, drill shaft, a bike path with pedestrian crossing, and multiple retention ponds. Distance: 2.45 Miles | Cost: \$9.8M | Contact: Jim Wood, (407) 496-5703 | Dates: June 2017 to August 2020

SR 46 Sanford, Mellonville to SR 415 (FPN: 240216-2-52-01), FDOT District 5, FL; Senior Project Engineer. New construction project from rural two-lane to urban four-lane includes a section of surcharge. Work consisted of new construction, surcharge with major maintenance of traffic (MOT) detour, signalization, extensive drainage, and pond construction. Distance: 3.8 Miles | Cost: \$26.6M | Contact: Jim Wood, (407) 496-5703 | Dates: May 2016 to April 2019

SR 434 from Smith Street to Franklin Street (FPN: 415030-5-01), FDOT District 5, FL; Senior Project Engineer. Two-lane rural section to four-lane urban with extensive utility relocation and Utility Work by Highway Contractor (UWHC). Work consisted of major utility relocations, UWHC included sewer and water, signalization, bike path, extensive drainage, and pond construction. Distance: 0.5 Mile | Cost: \$5.3M | Contact: Jim Wood, (407) 496-5703 | Dates: January 2017 to April 2018

TIN: W52011866

Registrations

Professional Engineer: FL, 1999

Education

B.S., Civil Engineering
University of Central Florida, 1992

Certifications

Asphalt Paving Level 1
Asphalt Paving Level 2
QC Manager
Qualified Stormwater Management Inspector

Years of Experience

32

Years with Firm

2



SR 50 from East of West Oakes Mall to West of Good Holmes Road (FPN: 239535-5-52-01), FDOT District 5, FL; Senior Project Engineer. Bridge over Lake Lotta: four-lane to six-lane with utility relocation, UWHC with the City of Ocoee. Work consisted of three-span bridge construction standard Florida I-beam (FIB), steel sheet pile with anchor system, roadway, signalization, and pond construction. Distance: 0.5 Mile | Cost: \$15.2M | Contact: Jim Wood, (407) 496-5703 | Dates: June 2013 to May 2015

CEI Group 131: US 17-92 Single Point Urban Interchange with Major Bridge 17/92 Flyover SR 436 Design/Build Project (FPN: 404418-1-52-01), FDOT District 5, FL; Construction Engineer/Resident Engineer. Design/Build work consisted of an intersection converted into an interchange. Distance: 0.5 Mile | Cost: \$21.8M | Contact: Jim Wood, (407) 496-5703 | Dates: July 2013 to October 2015

SR 50 Econlockhatchee Bridge Replacement (FPN: 433607-1-52-01), FDOT District 5, FL; Resident Construction Engineer. Design/Build work consisted of new bridge construction in a rural four-lane section converted to a rural six-lane section with four spans, including 1.1 miles of roadway and drainage. Cost: \$11.8M | Contact: Jim Wood, (407) 496-5703 | Dates: October 2014 to March 2017

US 17/92 Sanford from Shepard to Lake Mary (FPN: 240196-1-52-01), FDOT District 5, FL; Construction Engineer/Resident Engineer. Rural four-lane to urban six-lane. JPA work and major utility relocation. Distance: 3.6 Miles | Cost: \$53.3M | Contact: Jim Wood, (407) 496-5703 | Dates: May 2016 to March 2019

SR 50 from Dean to Avalon Boulevard (FPN: 239203-4-52-01), FDOT District 5, FL; Construction Engineer/Resident Engineer. Rural four-lane to urban six-lane with UWHC and major utility relocation. Distance: 4.9 Miles | Cost: \$67.8M | Contact: Jim Wood, (407) 496-5703 | Dates: January 2014 to March 2017

SR 50 from West of Avalon Road to SR 429 (FPN: 410983-1-52-01), FDOT District 5, FL; Construction Manager. Four-lane rural section to six-lane urban section. Heavy utility relocation. Distance: 3.0 Miles | Cost: \$17.9M | Dates: October 2009 to December 2011

SR 50 from West of Hancock Road to Remington Road (FPN: 238429-4-52-01), FDOT District 5, FL; Construction Manager. Four-lane rural section to six-lane urban section. Distance: 3.7 Miles | Cost: \$19.3M | Dates: June 2008 to November 2011

SR 50 from Good Homes Road to Pine Hills Road (FPN: 239535-4), FDOT District 5, FL; Construction Manager. Lane addition and reconstruction: four-lane to six-lane. JPA work associated and heavy utility relocations. Distance: 3.6 Miles | Cost: \$30.6M | Dates: January 2009 to April 2011

SR 500 (US 192) from CR 532 to CR 534 St. Cloud (FPN: 239673-1-52-01), FDOT District 5, FL; Construction Manager. Lane addition: two-lane rural to four-lane rural. Distance: 5.6 Miles | Cost: \$36.9M | Dates: January 2007 to August 2009

SR 500 (US 192) from SR 15 (US 441) to Hibiscus Road (FPN: 239753-1-52-01), FDOT District 5, FL; Project Manager. Lane addition and reconstruction: two-lane rural to four-lane rural. Distance: 6.8 Miles | Cost: \$40.2M | Dates: December 2004 to June 2008

SR 500 (US 441) from Osceola Parkway to Taft Vineland (FPN: 239725-1-52-01), FDOT District 5, FL; Construction Manager. Lane addition and reconstruction: four-lane rural to six-lane urban. Heavy utility relocations. Distance: 5.7 Miles | Cost: \$35.4M | Dates: March 2004 to February 2007

David Crissey, CBI – Lead Inspector



Total Experience

38 Years

Certifications

Certified Bridge Inspector, FL, 1996; Inspection Team Leader, WI, 2016

Certified Rope Access Worker, Society of Professional Rope Access Technicians, 2006

Arizona Rope Access Skills Workshop II (Six-Day Program), 2006

NICET Level 1 Bridge Safety Inspection

FDOT Maintenance of Traffic – Intermediate

Nuclear Gauge Safety, 2002

Boating Safety Certification – Florida, 2005

World of Concrete Master Certificate in Repair

National Bridge Element Training, FDOT, 2014

FHWA NHI Training

130087 Inspection and Maintenance of Ancillary Highway Structures, 2011

130055 Safety Inspection of In-Service Bridges, 1994

130053 Bridge Inspection Refresher, 2024

130078 Fracture Critical Inspection Techniques for Steel Bridges, 2008

130091 Underwater Bridge Inspection, 2017

135086 Stream Stability Factors and Concepts, 2017

135087 Scour at Highway Bridges, 2017

130054 Engineering Concepts for Bridge Inspectors, 1994

135085 Plan of Action, 2017

Education

Professional Deep Sea Diver, Divers Institute of Technology, 1986

David joined Ayres in 2015, bringing more than 30 years of experience in above-water, underwater, and rope access inspections and day-to-day project management. He has served as a team leader, deputy project manager, and project manager on multiple projects for state departments of transportation and other agencies. David is trained in rope access inspections through the Society of Professional Rope Access Technicians and is a certified commercial diver. He has performed inspections of various structure types, including movable and fixed bridges, fracture critical, steel truss, segmental and post-tensioned cable-stayed bridges, pedestrian overpasses, and overhead signs.



Related Project Experience

FDOT District 5 Local Government Bridge Inspections (2023-2027): Lead inspector. As a prime, Ayres is providing inspections of approximately 660 local government on/off system culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

Seminole County Bridge Inspections (2020-2024): Lead inspector. Project involves providing above water inspections of over 50 local government simple and complex non-NBIS bridges. Ayres is providing inspections, documentation of deficiencies, simulated BrM/BMS report production, and repair recommendations, including cost estimates for contractor bidding.

FDOT District 2 Local Government Bridge Inspections (2021-2025): Project manager/lead inspector. As prime, Ayres is inspecting approximately 725 local government-owned on/off system bridges culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

FDOT District 2 State In-Depth Bridge Inspections (2015-2018): Diver/inspector. As subconsultant, Ayres provided in-depth inspections of several major structures. Inspections included climbing and penetration dive for Dames Point bridge, penetration dive for US 41 box culvert, and climbing inspections of Hart and Mathews bridges and Main Street bridge. Other work included Level II underwater inspection of a damaged section of the east fender on SR 10 eastbound (Atlantic Boulevard) over the San Pablo River and above water and underwater inspection of a damaged section of fender at I-295 over St. Johns River (Buckman Bridge) in Jacksonville. Services included element level inspections, reporting, and providing structural analysis and any repair recommendations.

Sunshine Skyway Corridor Bridge Inspection (2022-2028): Lead inspector. Providing primary inspection teams, condition assessment, and related engineering services for asset management project for FDOT District 7. Services include routine inspections of Florida's signature bridge over Tampa Bay, which has a cable stay segmental box girder main span, segmental box girder high-level approach spans, and AASHTO beam trestle approach spans. The project includes being prepared for 24/7 emergency assistance, fixed corridor bridges, overhead signs, and the fishing piers. Ayres inspectors have had to use specialized methods to access many elements of this unique structure, including rope access, Boson's chair, and man lifts.

Crissey – Page 2

St. Johns County Hurricane Ian and Nicole Post-Storm Bridge and Pier Inspections (2022): Lead inspector. Under a continuing contract for as-needed professional services, Ayres was assigned a task order to provide post-storm bridge inspections to evaluate significant concerns in the wake of Hurricanes Ian and Nicole, in accordance with the respective bridge Scour Plan of Action, unknown foundation bridges, and a scour-critical bridge. Ayres also conducted a structural, hands-on inspection of the St. Johns County Ocean & Fishing Pier in St. Augustine Beach. All work was completed within 30 days.

FDOT Districts 2 and 5 Hurricane Dorian Emergency Bridge Safety and Sign Inspections (2019): Lead inspector. As prime, Ayres provided five post-storm response teams to evaluate bridges and sign structures on State Routes in District 2 and 5 following Hurricane Dorian.

Central Florida Expressway Authority (CFX) Systemwide Sign and High Mast Light Pole Inspections (2014-Ongoing): Lead inspector. As prime, Ayres provides inspection of over 600 toll road overhead signs and high mast light poles throughout Orlando area. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

JAXPORT Structural Inspections, Construction and Engineering Services Consultants (2017): Lead inspector. Ayres has performed above water and underwater structural hands-on visual assessment inspections of the Blount Island Marine Terminal Wharf, Tri-Level Wharf, Railroad Bridge, and Berths 20, 22, 31, 32, and 30-35; Dames Point Cruise Terminal Wharf and Martin Marietta Berth 18; and Talleyrand Marine Terminal Berths 3-8 and The Cove. Structural assessment included all underdeck areas, pile caps and edge beams, piles, the fender system, dolphin platforms, and walkway piles and pile caps. Ayres provided a final report with photographs and sketches as necessary to document any deficiencies or recommended repairs.

FDOT District 4 Asset Management (2019-2027): Lead inspector. As prime inspection consultant to FDI, Ayres performs inspections and produces reports in BrM on 76 fixed bridges, 114 overhead signs, and 114 high mast light poles. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS. Ayres also creates Work Orders based on the FARC meetings with FDOT.

FDOT District 5 Districtwide Sign and High Mast Light Pole Inspections (2013-Ongoing): Lead inspector. As prime, Ayres provides inspection of approximately 1,100 on-system overhead signs and high mast light poles in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 5 Districtwide Traffic Signal Mast Arm Inspections (2009-Ongoing): Lead inspector. As prime, Ayres provides inspection of 1,990 on-system TSMAs in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 4 Overhead Sign Inspection Services (2014-Ongoing): Lead inspector. As prime, Ayres provides inspections of more than 500 signs in District 4, including 429 cantilevers, 55 bridges, two butterflies, and 27 cables. Inspection types include routine, interim, initial, and emergency. Report deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and Comprehensive Inventory Data Report (CIDR).

Nassau County Non-NBIS Bridge Inspections (2020): Lead inspector. Ayres was retained by Nassau County to inspect four bridges in compliance with federal regulations as well as provide an inspection report for each structure. Services included underwater inspection to determine scour; structural member inspection; traffic control; and documentation of all structure attributes including type, material, and dimensions.

FDOT District 7 Maydell Drive Emergency Underwater Inspection (2016): Lead inspector. Project involved a Level III underwater evaluation of steel H-pile conditions using nondestructive testing methods for Maydell Drive bridge over Palm River in Hillsborough County. Services included element level inspections, reporting, and providing structural analysis and repair recommendations.

FDOT Districts 1 and 7 Underwater QA/QC Inspections (2016-Ongoing): Lead inspector. As subconsultant, Ayres provides Level 2 underwater inspections on structures throughout Districts 1 and 7. Ayres develops quality assurance inspection report following FDOT report format to address accuracy of most recent underwater report to include crew qualifications, dive procedures, element lists, quantities, condition states, and inspection findings (deficiencies, repairs, recommendations).

Ricardo "Sebastian" Narvaez, CBI – Lead Inspector



Total Experience

19 Years

Certifications

Certified Bridge Inspector, FL, 2007

Inspection Team Leader, WI, 2011

Oregon DOT Team Leader, 2013

Ultrasonic Level I, 2002

FDOT Temporary Traffic Control – Intermediate

Confined Space Training, University of South Florida, 2007

Boating Safety Education Course, 2007

Commercial Diver/ Nondestructive Testing, 2002

FHWA NHI Training

130087 Inspection and Maintenance of Ancillary Highway Structures, 2011

130055 Safety Inspection of In-Service Bridges, 2006

130053 Bridge Inspection Refresher, 2022

130078 Fracture Critical Inspection Techniques for Steel Bridges, 2008

130091 Underwater Bridge Inspection, 2009

135047 Stream Stability and Scour at Highway Bridges, 2009

Education

Certificate, Underwater Inspection Technology, National Polytechnic College, 2002

Sebastian serves as a team leader for inspections of highway bridges, dams, overhead sign structures, and other civil works structures for state departments of transportation, counties, and municipalities. His responsibilities include topside and underwater inspection of structures. Sebastian is a certified nondestructive testing (NDT) specialist in Levels 1 and 2 and has performed destructive testing and NDT to evaluate conditions in timber, steel, and concrete structures.



Related Project Experience

FDOT District 5 Local Government Bridge Inspections (2023-2027): Lead inspector. As a prime, Ayres is providing inspections of approximately 660 local government on/off system culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

Seminole County Bridge Inspections (2020-2024): Lead inspector. Project involves providing above water inspections of over 50 local government simple and complex non-NBIS bridges. Ayres is providing inspections, documentation of deficiencies, simulated BrM/BMS report production, and repair recommendations, including cost estimates for contractor bidding.

FDOT District 5 Movable Bridge Asset Management – Underwater Inspection (2017-2024): Lead inspector. As subconsultant, Ayres performs and produces reports on underwater inspection of eight movable bridges. Inspection includes soundings as well as reporting deficiencies beneath water surface and providing BrM underwater inspection reports.

FDOT District 7 Asset Management (2023-2027): Lead inspector. As a major subconsultant to TranSystems, Ayres performs both topside and underwater inspections and produces reports in BrM on nearly 400 fixed bridges. Ayres also performs the underwater inspection on 19 movable bridges with an accompanying report.

Sunshine Skyway Corridor Bridge Inspection (2022-2028): Lead inspector. Providing primary inspection teams, condition assessment, and related engineering services for asset management project for FDOT District 7. Services include routine inspections of Florida's signature bridge over Tampa Bay, which has a cable stay segmental box girder main span, segmental box girder high-level approach spans, and AASHTO beam trestle approach spans. The project includes being prepared for 24/7 emergency assistance, fixed corridor bridges, overhead signs, and the fishing piers. Ayres inspectors have had to use specialized methods to access many elements of this unique structure, including rope access, Boson's chair, and man lifts.

Central Florida Expressway Authority (CFX) Systemwide Sign and High Mast Light Pole Inspections (2014-Ongoing): Lead inspector. As prime, Ayres provides inspection of over 600 toll road overhead signs and high mast light poles throughout Orlando area. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 2 Local Government Bridge Inspections (2021-2025): Lead inspector. As prime, Ayres is inspecting approximately 725 local government-owned on/off system bridges culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

Narvaez – Page 2

City of Jacksonville Courthouse Parking Lot Inspection:

Lead inspector. As subconsultant to RS&H, Ayres provided structural inspection services (above and underwater) on Court-house Parking Structure, specifically deck, superstructure, and substructure units, along Coastline Drive in City of Jacksonville. Approximately 135,300-square-foot parking lot is wharf-type structure, with superstructure composed of prestressed concrete double-tee beams, supported by reinforced concrete caps, founded on clusters of multiple steel H-piles. Providing report summarizing existing structural condition and recommended repairs.

City of Jacksonville Jork Road Bridge Inspection: Lead inspector. As subconsultant to RS&H, Ayres provided comprehensive above water and underwater inspection and load rating analysis of York Road Bridge over Little Pottsborg Creek in City of Jacksonville. Bridge is in residential neighborhood approximately 0.25 mile east of Atlantic Boulevard/Hart Bridge Expressway. Single-span structure has timber girder and deck superstructure supported on concrete pile bents resting on steel H-piles. Services included above water inspection of superstructure elements, Level III inspection/non-destructive testing of substructure, foundation, and shore protection; and underwater inspection. Project included performing load rating analysis. Deliverables included final bridge inspection report and load rating summary.

JAXPORT Structural Inspections, Construction and Engineering Services Consultants (2017): Lead inspector. Ayres has performed above water and underwater structural hands-on visual assessment inspections of the Blount Island Marine Terminal Wharf, Tri-Level Wharf, Railroad Bridge, and Berths 20, 22, 31, 32, and 30-35; Dames Point Cruise Terminal Wharf and Martin Marietta Berth 18; and Talleyrand Marine Terminal Berths 3-8 and The Cove. Structural assessment included all underdeck areas, pile caps and edge beams, piles, the fender system, dolphin platforms, and walkway piles and pile caps. Ayres provided a final report with photographs and sketches as necessary to document any deficiencies or recommended repairs.

FDOT District 2 State In-Depth Bridge Inspections (2014-2018): Diver/inspector. As subconsultant, Ayres provided in-depth inspections of several major structures. Inspections included climbing and penetration dive for Dames Point bridge, penetration dive for US 41 box culvert, and climbing inspections of Hart and Mathews bridges and Main Street bridge. Other work included Level II underwater inspection of a damaged section of the east fender on SR 10 eastbound (Atlantic Boulevard) over the San Pablo River and above water and underwater inspection of a damaged section of fender at I-295 over St. Johns River (Buckman Bridge) in Jacksonville. Services included element level inspections, reporting, and providing structural analysis and any repair recommendations.

St. Johns County Hurricane Ian and Nicole Post-Storm Bridge and Pier Inspections (2022): Lead inspector. Under a continuing contract for as-needed professional services, Ayres was assigned a task order to provide post-storm bridge inspections to evaluate significant concerns in the wake of Hurricanes Ian and Nicole, in accordance with the respective bridge Scour Plan of Action, unknown foundation bridges, and a scour-critical bridge. Ayres also conducted a structural, hands-on inspection of the St. Johns County Ocean & Fishing Pier in St. Augustine Beach. All work was completed within 30 days.

Seminole County Traffic Signal Mast Arm Inspections (2013-2017): Lead inspector. As prime, Ayres provided inspection of approximately 300 TSMAs throughout Seminole County in FDOT District 5. Deliverables included element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT Districts 2 and 5 Hurricane Matthew Emergency Bridge and Sign Inspections (2016): Inspector. Provided emergency inspections for bridges and sign structures in Districts 2 and 5 for damage caused by Hurricane Matthew. Ayres fielded multiple teams and was on site as soon as conditions allowed. Crews worked throughout week, weekend, and following week to get bridges cleared for traffic to go through and reviewed locations for signs of damage from hurricane. Reports were created for all structures with significant findings, and all scour critical bridges were inspected in Duval and Nassau Counties.

FDOT District 5 Districtwide Sign and High Mast Light Pole Inspections (2013-Ongoing): Lead inspector. As prime, Ayres provides inspection of approximately 1,100 on-system overhead signs and high mast light poles in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 5 Districtwide Traffic Signal Mast Arm Inspections (2009-Ongoing): Lead inspector. As prime, Ayres provides inspection of 1,990 on-system TSMAs in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 4 Overhead Sign Inspection Services (2014-Ongoing): Lead inspector. As prime, Ayres provides inspections of more than 500 signs in District 4, including 429 cantilevers, 55 bridges, two butterflies, and 27 cables. Inspection types include routine, interim, initial, and emergency. Report deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

Mike Fescina, CBI – Lead Inspector



Total Experience

6 Years

Certifications

Certified Bridge Inspector, FL, 2022

Boating Safety Certification – Florida, 2019

Commercial Diver, ACDE, 2017
NCCER Fundamentals of Rigging, 2017

Offshore Survival, 2017

Open Water Diver, Level 1, NASE, 2017

Topside Welding for Commercial Divers, 2017

Transportation Workers

Identification Credential
NDT Specialist SNT-TC-1A- Underwater Visual Level 1, 2017

Underwater NDT Levels 1 and 2 – Magnetic Particle and Ultrasonic Thickness, 2017

Underwater Welding Specialist, 2017

FHWA NHI Training

130055 In-Service Bridge Inspection, 2021

130078 Fracture Critical Inspection Techniques for Steel Bridges, 2022

130087 Inspection and Maintenance of Ancillary Highway Structures, 2019

130091 Underwater Bridge Inspection, 2018

135047 Stream Stability and Scour at Highway Bridges, 2019

135086 Stream Stability Factors and Concepts, 2019

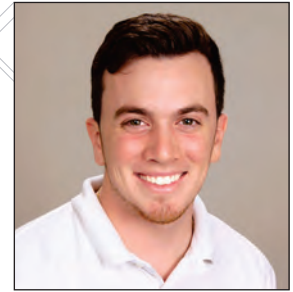
135087 Scour at Highway Bridges, 2019

135085 Plan of Action, 2019

Education

CDA Technical Institute, Air / Mixed Gas Commercial Diver, 2017

Mike joined Ayres in 2019, bringing prior underwater bridge inspection experience. He has worked on topside and underwater bridge inspection projects for state departments of transportation, counties, and municipalities. He assists on inspections for highway bridges, overhead signs, dams, and other structures. His duties include topside and underwater bridge and dam inspection and preparing related reports. Mike is a certified air/mixed gas commercial diver.



Related Project Experience

FDOT District 5 Local Government Bridge Inspections (2023-2027): Lead inspector. As a prime, Ayres is providing inspections of approximately 660 local government on/off system culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

FDOT Districts 2 and 5 Hurricane Dorian Emergency Bridge Safety and Sign Inspections (2019): Assistant inspector. As prime, Ayres provided five post-storm response teams to evaluate bridges and sign structures on State Routes in District 2 and 5 following Hurricane Dorian.

Seminole County Bridge Inspections (2020-2024): Lead/assistant inspector. Project involves providing above water inspections of over 50 local government simple and complex non-NBIS bridges. Ayres is providing inspections, documentation of deficiencies, simulated BrM/BMS report production, and repair recommendations, including cost estimates for contractor bidding.

FDOT District 7 Asset Management (2023-2027): Lead inspector. As a major subconsultant to TranSystems, Ayres performs both topside and underwater inspections and produces reports in BrM on nearly 400 fixed bridges. Ayres also performs the underwater inspection on 19 movable bridges with an accompanying report.

JAXPORT Structural Inspections, Construction and Engineering Services Consultants (2017-Ongoing): Lead inspector. Ayres has performed above water and underwater structural hands-on visual assessment inspections of the Blount Island Marine Terminal Wharf, Tri-Level Wharf, Railroad Bridge, and Berths 20, 22, and 30-35; Dames Point Cruise Terminal Wharf and Martin Marietta Berths 10 and 18; and Talleyrand Marine Terminal Berths 3-8 and The Cove. Structural assessment included all underdeck areas, pile caps and edge beams, piles, the fender system, dolphin platforms, and walkway piles and pile caps. Ayres provided a final report with photographs and sketches as necessary to document any deficiencies or recommended repairs.

FDOT District 2 Local Government Bridge Inspections (2021-2025): Lead inspector. As prime, Ayres is inspecting approximately 725 local government-owned on/off system bridges culverts, simple and complex fixed bridges, and movable bridges for local agency roads. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS.

Florida Turnpike North System Structural Inspections (2019-2023): Assistant inspector. As a subconsultant, Ayres provided on-call emergency response inspection services for the western portion of the Florida Turnpike North System (Polk Parkway, Veteran's Expressway, and Suncoast Parkway). When needed, services included inspection, load rating analysis, and plans development.

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Sunshine Skyway Corridor Bridge Inspection (2022-2028): Lead/assistant inspector. Providing primary inspection teams, condition assessment, and related engineering services for asset management project for FDOT District 7. Services include routine inspections of Florida's signature bridge over Tampa Bay, which has a cable stay segmental box girder main span, segmental box girder high-level approach spans, and AASHTO beam trestle approach spans. The project includes being prepared for 24/7 emergency assistance, fixed corridor bridges, overhead signs, and the fishing piers. Ayres inspectors have had to use specialized methods to access many elements of this unique structure, including rope access, Boson's chair, and man lifts.

FDOT District 5 Districtwide Traffic Signal Mast Arm Inspections (2009-Ongoing): Lead/assistant inspector. As prime, Ayres provides inspection of 1,990 on-system TSMA's in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 5 Districtwide Sign and High Mast Light Pole Inspections (2013-Ongoing): Lead/assistant inspector. As prime, Ayres provides inspection of approximately 1,100 on-system overhead signs and high mast light poles in District 5. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

Central Florida Expressway Authority (CFX) Systemwide Sign and High Mast Light Pole Inspections (2014-Ongoing): Assistant inspector. As prime, Ayres provides inspection of over 600 toll road overhead signs and high mast light poles throughout Orlando area. Inspection types include routine, interim, initial, and emergency. Deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and CIDR.

FDOT District 4 Asset Management (2019-2027): Lead/assistant inspector. As prime inspection consultant to FDI, Ayres performs inspections and produces reports in BrM on 76 fixed bridges, 114 overhead signs, and 114 high mast light poles. Ayres performs both topside and underwater inspections, BrM/BMS report production and deliverables, load ratings, client management, quality assurance, and EDMS. Ayres also creates Work Orders based on the FARC meetings with FDOT.

FDOT District 4 Overhead Sign Inspection Services (2014-Ongoing): Assistant inspector. As prime, Ayres provides inspections of more than 500 signs in District 4, including 429 cantilevers, 55 bridges, two butterflies, and 27 cables. Inspection types include routine, interim, initial, and emergency. Report deliverables include element level inventory, condition and defect assessments, inspection remarks, maintenance recommendations, photographs, and Comprehensive Inventory Data Report (CIDR).

Rajesh "Raj" Bhandari

Senior Inspector

Mr. Bhandari is a senior inspector with CDM Smith. He has more than 24 years of experience in construction engineering and inspection (CEI) projects and holds a number of Florida Department of Transportation (FDOT) Construction Training Qualification Program (CTQP) and other certifications. Mr. Bhandari is trained in advanced work zone traffic control and concrete specification sections 346 and 400. Prior to becoming a CEI inspector, Mr. Bhandari served as a civil engineering intern.

Senior Inspector, Shingle Creek Trail – Phase 3, Orange County, Florida. Raj is serving as the Senior Inspector for this project. It is located in Orange County from Destination Parkway to Sandlake Road. Construction included clearing and grubbing, excavation, embankment, grading, gravity wall, piles and pile driving, pedestrian bridge, pipe culverts and inlets, pedestrian/bicycle picket railing, concrete trail and sidewalks, curb and gutter, signalization, signage, thermoplastic pavement markings, bike racks, rest area shelters, water fountains, utility adjustments, fire hydrants, and landscaping. All improvements were required to be constructed in compliance with ADA requirements and specifications. This project was partially funded with FHWA funding through a LAP agreement with FDOT. **Construction Cost:** \$6.16 million. **Work Dates:** 3/2024 to Present. **Client Reference:** Shawn Kennedy, Project Manager, 407.836.7936.

Senior Inspector, Lake Lancaster to Lake Davis Drainage Improvements (IFB22-0030) – City Of Orlando. This project included the construction of storm drainage systems for Brookvilla Avenue from Briercliff Drive to Lake Davis. The new stormwater systems included concrete pipe, manholes, curb inlets, and a control structure with internal weir and adjustable stop logs. Construction of an endwall on Lake Davis and some channel excavation in Lake Davis was required. The project also included the removal and replacement of existing gravity sanitary sewer lines along Brookvilla Avenue. Adjustment of manholes was required in association with the roadway improvements. The project also included the construction of concrete curb and gutter, header curbs, handicap ramps and some new segments of sidewalk .

Brookvilla Avenue was reconstructed using graded crushed concrete base course, Type f curb and gutter and asphaltic concrete. Road work on Briercliff Drive, Delaney Park Drive and Lake Davis Drive required removal, storage and relaying of the existing bricks along with ribbon and other curb work. The project also required that OUC replace 2" potable water main and service laterals along Brookvilla Avenue and Lake Davis Drive. OUC's work included laying new pipe, capping old pipe, flushing, pressure testing and disinfection before connecting the service laterals to the new main. OUC was responsible for the FDEP permitting an obtained bacteriological testing and FDEP clearance upon passing all tests.

The Contractor coordinated with OUC and the sequence of Contractor's work with OUC work as OUC's new potable water mains was cleared by FDEP and tied-in before the existing water main was taken out of service. The project required coordination with TECO regarding existing gas lines along Brookvilla Avenue. A new drainage pipe was placed in close proximity to an existing AT&T Transite line on Briercliff Drive. The Contractor coordinated with AT&T on the sequencing of the work. Tree removal, tree protection and landscaping work was also undertaken. **Role:** Mr. Bhandari was a Senior Inspector for this City Of Orlando Project. **Construction cost:** \$1,288,000; **Work dates:** 08/2022 to 07/2023. **Client Reference:** Howard Elkin; City Of Orlando, Streets and Stormwater Division Manager; Tel : 407 246 2289.

Education

High School Diploma

TIN

B53672960

Certifications

CTQP Asphalt Paving Technician Level 1 & 2

CTQP Concrete Field Technician Level 1

ACI Concrete Field Testing Technician, Grade 1

Drilled Shaft

CTQP Earthwork Construction Inspection, Level 1 & 2

CTQP QC Manager

CTQP Final Estimates, Level 1 & 2

Pile Driving

Nuclear Radiation Safety

Hazmat & Security Awareness Training

Critical Structures Construction Issues

FDOT Advanced TTC

Qualified Stormwater Management Inspector

IMSA Traffic Signal Inspector

FEMA Introduction to Incident Command System (IS-00100.b)

FEMA Introduction to Incident Command

Rajesh "Raj" Bhandari

Senior Inspector, Orange County Town Of Oakland Roundabout Project (FIN : 444899-1-58-01).

The project involved the construction of a roundabout at the Intersections of Oakland Avenue, JW Jones road, and Old Highway 50. The western limits began along Old Highway 50 approximately 790 feet west of the intersection with Oakland Avenue. The eastern limits began along Oakland Avenue approximately 735 feet northeast of the intersection with Old Highway 50. The southern limits began at the intersection of W. Colonial Drive (SR 50) and Oakland Avenue, and the northern limits began at the intersection of JW Jones Road and Stone Arrow Court. The total length of the project was approximately 930 feet in the north / south direction and 1575 feet in the east / west direction. The Roundabout also incorporated the existing West Orange Trail by redirecting it through the roundabout.

Roadway construction included milling and resurfacing, full depth roadway construction, significant clearing and grubbing, driveway construction, gravity wall construction, curb and gutter, handrail installation, sidewalk construction, a 14 foot asphalt trail, detectable warning surfaces, fence installation, and signing and pavement markings. Signalization modifications were also included at the intersections of SR 50 and Oakland Avenue as well as JW Jones Road and Oakland Avenue. Work within the SR 50 ROW included sidewalk and curb ramp construction, curb and gutter construction, turnout milling and resurfacing, full depth turnout construction, pavement markings, signalization modifications, stormwater pond and outfall construction, and MOT. All pedestrian features were constructed to current ADA standards. Drainage construction included grading, curb inlet installation, ditch bottom inlet installation, pipe construction, manhole installation, and pond construction. Coordination with FDOT on signal modifications at SR 50, MOT along SR 50 and work within the SR 50 ROW was necessary during construction. Utility coordination with all utilities including but not limited to AT & T, Charter Communications, Level 3 Communications, MCI, Centurylink, Duke Energy, Lake Apopka Natural Gas, and Orange County Public Works. All Right of Way and Easement necessary for the proposed work were acquired. **Role:** Mr Bhandari was a Senior Inspector for this Orange County Project. **Construction Cost :** \$2,997,000 . **Work Dates :** 06/2022 – 08/2022 and 07/2023 – 3/2024 . **Client Reference :** Kenneth Leeming, PE ; Tel.: 407 836 7713.

Senior Inspector, Shingle Creek Trail Phase II from Town Loop Blvd. To Taft Vineland, Orange County, Florida [FIN 439878-1-58-01 (LAP)]. The project consists of the construction of a 14-ft wide (typ.) concrete multi-use along John Young Parkway, an 11- to 15-foot-wide trail along Central Florida Parkway, and a 14-foot-wide trail on Taft-Vineland, for a total distance of 2.844 miles. The project includes the construction of a concrete trail, an approximate 67-foot-long concrete pedestrian bridge, removal of existing structures/bridges, concrete gravity wall, concrete retaining wall, Type D concrete curb, Type F concrete curb and gutter, 4-inch-thick concrete sidewalk, detectable warnings surfaces, pedestrian/bicycle picket railing, pedestrian signalization, signing and pavement markings, plastic erosion mat, landscaping, and performance turf (sod) installation. Drainage improvements include constructing mitered end sections, manholes, new piping, and ditch regrading. Site preparation work includes erosion control, clearing and grubbing, excavation, and embankment. **Role:** Mr. Bhandari served as a senior inspector for this project. **Construction Cost:** \$4.3 million. **Work Dates:** 3/2021 to 06/2022. **Client Reference:** Kenneth Leeming, PE; Tel: 407.836.7713.

Denny Cowart Project Administrator

Denny is a project administrator with 19 years of experience who is highly familiar with Florida Department of Transportation (FDOT) procedures and standards. He has a strong background in construction engineering and inspection (CEI), serving as a project administrator and previously as a senior inspector for projects involving milling and resurfacing, Americans with Disabilities Act (ADA) ramp upgrades, signalization, storm pipe installation, bridge deck resurfacing, sidewalks, drainage improvements, signage, pavement markings, bridge rehabilitation, and toll plazas. Additionally, Denny has conducted miscellaneous lab, Federal Aviation Authority (FAA), FDOT, and Turnpike CEI inspections through the Central Florida area.

Project Administrator, Amelia Avenue Improvements from Voorhis Avenue to Ohio Avenue, Volusia County, FL [FIN 441389-1-58-01 (LAP), Volusia County Project #P-5798]. Denny is serving as the Project Administrator for this project, which is located along Amelia Avenue in Deland, FL. This is a safety improvements project on Amelia Avenue between Voorhis Avenue and Ohio Avenue (approximately 3,000 feet) in Deland, FL. The project consists of converting Amelia Avenue from a four-lane undivided section to a three-lane section with two travel lanes, a two-way continuous left-turn lane, 8-foot-wide sidewalks, and access management improvements.

Assistant Project Administrator, 5th Street Bridge Replacement, City of New Smyrna Beach, FL [FIN 437936-1-58-01 (LAP), City Contract RFP 07-18-CIP]. Denny is serving as the Assistant Project Administrator for this project, which involves replacement of the existing bridge, Bridge No. 795701, which is the only access to a residential area over the Yacht Club Cut in New Smyrna Beach, Volusia County.

Senior Bridge Inspector, SR 417-142, Central Florida Expressway Authority (CFX), FL. [CFX Project No. 417-142]. This project consists of widening SR 417 from four to six general use lanes as well as an additional part time shoulder use lane in both the northbound and southbound direction from John Young Parkway to Landstar Boulevard. Denny serves as a senior inspector which duties include the inspection of bridge substructure and superstructure components including footings, columns, caps, bridge decks, traffic railings, lighting pilasters, conduits, approach slabs, reinforced concrete noise walls, and steel.

Project Administrator, Victory Way/Flamingo Crossing Mill and Resurface, Reedy Creek Improvement District, Orange County, FL. CDM Smith provided CEI services for two exciting Reedy Creek projects, which involved mill and resurface, existing base failure repairs, storm video review, and thermoplastic striping. Denny served as the lead senior inspector for the Victory Way project, and as the project administrator for the Flamingo Crossing project.

Assistant Project Administrator, Orange Camp Road Widening and Roundabout, Volusia County, FL. CDM Smith provided CEI services for this exciting project in Volusia County, which will involve widening the current Orange Camp Road and Martin Luther King Boulevard from two to four lanes and converting a signalized intersection to a roundabout. Denny served as the lead senior inspector/ assistant project administrator overseeing MOT, earthwork, concrete, and asphalt inspections along with coordinating utility relocations, holding weekly utility meetings, progress meetings, tracking quantities, and reviewing monthly pay requests.

Senior Inspector, Spring to Spring Trail (DeLeon Springs), Volusia County, FL. Denny served as a senior inspector for this trail project consisting of clearing and grubbing, embankment, stabilized sub-grade, limerock base, and an asphalt multi-use path.

Education

High School Diploma

TIN

C63016385

Certifications

CTQP Asphalt Paving Technician Level 1 & 2

CTQP Concrete Field Inspector Level 2

ACI Concrete Field-Testing Technician Grade 1

FDOT Concrete Field Inspector Specification

ACI Concrete Transportation Construction Inspector (CTCI)

ACI Concrete Laboratory Testing Technician Certificate - Level 1

ACI Aggregate Base Testing Technician Certificate

CTQP Earthwork Construction Inspection Level 1 & 2

CTQP Final Estimates Level 1 & 2

Critical Structures Construction Issues

CTQP Drilled Shaft Inspection

CTQP Pile Driving Inspection

Nuclear Radiation Safety

CTQP Asphalt Paving Nuclear Radiation Safety

Hazmat & Security Awareness Training

FDOT Advanced TTC

Denny Cowart

Senior Inspector, Ponce DeLeon Boulevard Multi-Use Path, Volusia County, FL. Denny served as a senior inspector for this trail project consisting of clearing and grubbing, storm pipe installation, pavement repair, concrete sidewalk and driveways, curb and gutter, and sign installation.

Senior Bridge Inspector, Veterans Memorial Bridge, Volusia County, FL [FIN 242172-1-68-01 (LAP)]. CDM Smith provided CEI services for the construction of the Tom Staed Veterans Memorial Bridge, a high-level, 1,884-foot replacement bridge over the Halifax River in Daytona Beach. As senior inspector, Denny oversaw MOT, earthwork, concrete, and asphalt inspections along with coordinating utility relocations, holding weekly utility meetings, progress meetings, tracking quantities, and reviewing monthly pay requests.

Prior to CDM Smith

Bridge Inspector, SR 429-205 Wekiva Parkway, Central Florida Expressway Authority (CFX), Florida [CFX Project No. 429-205]. Denny served as a bridge inspector for this project consisting of constructing approximately two miles of new limited access tolled highway, construction of eight new bridges with detailed aesthetics, importing 1.5 million cubic yards of embankment, installing new drainage systems, fiber optic and electrical services, MSE walls, and toll-by-plate tolling facility. Denny conducted concrete piling inspections, drilled shaft inspections, substructure, and superstructure inspections including steel and deck pours.

Bridge Inspector, I-4 at SR 559 Interchange, FDOT District 1, Lakeland, Florida [FIN 20121435201]. Denny served as a bridge inspector for this design-build project consisting of a new 375-foot bridge with two piers spanning across 1-4, constructed in two phases, widening 1-4 to the ultimate configuration, and reconstructing SR 559 to a four-lane section. The project included milling and resurfacing, drainage, highway lighting, ITS, curb and gutter, sidewalk, signing, and pavement markings. Denny conducted bridge inspections, pile driving, asphalt paving, earthwork (pipe and roadway densities), and material sampling.

Certifications Continued

FEC Railway Contractor Certification

FDEP Qualified Stormwater Management Inspector

Total Experience

19 years

Experience in CDM Smith

6.5 years

Cory Hayes Inspector

Cory has over 12 years of experience performing a variety of inspection services. He is extremely familiar with the testing and inspection of FDOT and CFX roadway projects. As an inspector, Cory is responsible for documenting the contractors daily work activities and inspecting and testing projects for conformance with plans and specifications. He is proficient in the testing and inspection of all asphalt, earthwork, and concrete materials.

Inspector, SR 417-142, Central Florida Expressway Authority (CFX), [CFX Project No. 417-142], Florida. This project consists of widening SR 417 from four to six general-use lanes as well as an additional part-time shoulder lane in both the northbound and southbound direction from John Young Parkway to Landstar Boulevard. Scope includes widening 12- SR 417 mainline bridges within the project limits, including bridges over Orange Blossom Trail, Balcombe Road, Florida's Turnpike, Orange Ave., FDOT Railroad, and Landstar Blvd. There are also two new bridges consisting of a 1368' multi-span, single-lane ramp flyover bridge (Ramp M) over Orange Ave. and Ramp C2, and a 342' multi-span, two-lane ramp bridge over the FDOT railroad. Also included in this project is resurfacing with cross slope correction of the existing travel lanes, drainage improvements, MSE walls, signalization, signage, highway lighting, and significant Intelligent Transportation System (ITS) upgrades throughout the project corridor. As senior inspector, his duties include the inspection of bridge substructure and superstructure components including footings, columns, caps, bridge decks, traffic railings, lighting pilasters, conduits, approach slabs, reinforced concrete noise walls, and steel. Cory's duties include inspecting asphalt milling and resurfacing operations, embankment, sub grade and base construction as well as inspecting MOT and Erosion Control. **Construction Cost:** \$86.6M. **Work Dates:** 6/2023 to Present; **Client Reference:** Ben Dreiling, PE, Director of Construction; **Tel:** 407.690.5000

Inspector, Wayside Park at St. Johns River Boat Ramp Improvement Project, Seminole County, Florida. The project included demolition, drainage, grading, paving, concrete work, earthwork, gangways, sheet piling, minor pile driving of timber, survey, installation of concrete panels under water, floating docks, and solar lighting. These improvements will keep the boat ramps above raised water elevations during the rainy season and minimize pedestrian and boater traffic by constructing an additional boat launch and dock. Inspection services included inspection of concrete, asphalt and earthwork construction, in addition to the inspection of concrete precast panels upon arrival and during construction, monitoring the installation of revetment materials and sheet pile (in water), and tracking elevations (in water). This project follows compliance with permits issued through the Army Corps of Engineers, the Florida Department of Environmental Protection, and funding awarded through the Florida Boating Improvement Program, (Grant #18080), in partnership with The Florida Fish and Wildlife Conservation Commission. **Construction Cost:** \$1.7M; **Work Dates:** 3/2023 to 06/2023; **Client Reference:** Keith Welty, Seminole County; **Tel:** 407.655.2179

Inspector, Midway/Riverbend (SR 415 & SR 46) Median Landscape Improvements (FDOT JPA # ASQ04) FDOT FPIN #'s: 448053-1-58-01 & 448-2-58-01, Seminole County, Florida. Project included landscaping improvements along sections of SR 415 and SR 46 to beautify the newly developed roadways along this gateway thoroughfare into Seminole County. The project included planting varied species of trees, large plants, small plants, ground covers, and installation of a new irrigation system. Inspection services include monitoring and tracking directional drilling installation of over 5,000LF of 12" Driscoplex HDPE under active state highways; installation of reclaimed water lines; tapping of various

Education

High School Diploma

TIN

H20011886

Certifications

CTQP Asphalt Paving Technician Level 1 & 2

CTQP Concrete Field Technician Level 1

CTQP Concrete Field Inspector Level 1 & 2

ACI Concrete Field Testing Technician

Concrete Field FDOT Specification Class

CTQP Earthwork Construction Inspection Level 1 & 2

CTQP Final Estimates Level 1 & 2

CTQP QC Manager

CTQP Pile Driving Inspection – Pending

Nuclear Safety Certification

FDOT Advanced Temporary Traffic Control (TTC)

Qualified Stormwater Management Inspector

FDOT Critical Structures Construction Issues

CTQP Dilled Shaft Inspector

Cory Hayes

sized Sensus irrigation meters into active lines; installation of a 5" diameter well to a depth of 150'; installation of an irrigation pump; and the tracking, monitoring receipt of and confirming installation of over 40,000 plants and trees. This project was made possible with partial funding through a Joint Participation Agreement with FDOT. **Work Dates:** 3/2023 to 06/2023; **Client Reference:** Stephen L. Miller, Seminole County; 407.665.5654

Inspector, Pavement Management, Orange County, Florida [FIN N/A; Contract #Y18-906], Orange County, Florida. Work on these projects consisted of milling and resurfacing and pavement rehabilitation throughout Orange County, FL. Also included are pre-work assessments of the existing roadway condition. Cory served as an inspector on these projects. **Construction Cost:** \$5.5M; **Work Dates:** 10/2022 to 05/2023; **Client Reference:** Maricela Torres, PE., Orange County; 407.836.7875

Prior to CDM Smith

Senior Quality Control Technician, SR 429 Widening from Florida's Turnpike to West Rd., Prince Construction [CFX 429-152], Winter Garden, Florida. Cory served as the Senior Quality Control Inspector for this project. He was responsible for scheduling and inspecting all quality control activities for the project including but not limited to MSE wall construction, temporary critical wall construction, barrier wall construction, drainage installation, subgrade and base for roadway, steel and concrete for bridge sub structures and super structures. The Central Florida Expressway Authority is widening State Road 429 (Daniel Webster Western Beltway) from south of Florida's Turnpike to West Road to reduce congestion and improve traffic flow. This 6.1-mile project will add a lane in each direction, expanding the expressway from four to six travel lanes. CFX relocated the exit from northbound SR 429 to Plant Street and added a new All-Electronic Tolling (AET) gantry. The project also includes widening and safety improvements at SR 438/Franklin Street and improve drainage throughout the project corridor. Wider median shoulders will be added that can temporarily accommodate additional traffic during emergency response events, such as traffic accidents or hurricane evacuations. **Construction Cost:** \$140M; **Work Dates:** 04/2022 to 10/2022; **Client Reference:** Tom Kline, Hill International 352.227.8855

Senior Quality Control Technician, Wekiva 7A, SEMA, [240200-2-52-01], Sanford, Florida. Cory was responsible for scheduling and inspecting all quality control activities for the project including MSE wall construction, temporary critical wall construction, barrier wall construction, drainage installation, subgrade and base for roadway, steel and concrete for bridge sub structures and super structures. This project is for 3.53 miles of limited access toll road along the existing State Road (S.R.) 46 corridor from a half mile east of Wekiva Park Drive to Orange Boulevard. The project includes non-tolled, service roads for local travel, slip ramps to enter and exit the Wekiva Parkway, and several bridges over side streets. **Construction Cost:** \$110M. **Work Dates:** 05/2021 to 04/2022. **Client Reference:** Christopher Thomas, Senior Roadway Inspector, CONSOR Engineers, (321) 326-0008

Senior Quality Control Technician, I-4 Widening from EE Williamson to Lake Mary Blvd., Hubbard Construction [439682-3-52-01, 439682-4-52-01], Lake Mary, Florida. Cory served as the Senior Quality Control Inspector for this project. He was responsible for scheduling and inspecting all quality control activities for the project including MSE wall construction, temporary critical wall construction, barrier wall construction, drainage installation, subgrade and base for roadway, steel and concrete for bridge sub structures and super structures. The projects included the addition of an auxiliary lane and resurfacing eastbound I-4 from the I-4 Ultimate project to west of Lake Mary Boulevard (FPID: 439682-3) and reconstructing the E.E. Williamson Road overpass (FPID: 439682-4). **Construction Cost:** \$17M; **Work Dates:** 08/2019 to 05/2021; **Client Reference:** Alex Hurmerez, Senior Roadway Inspector, AE Engineering, 386.689.8596

John (Wayne) Midcap Senior Inspector

Wayne has more than 35 years of relevant experience, several of which are directly related to roadway construction and maintenance of traffic (MOT). Having worked extensively in the manufacturing and roadway construction industries, he has experience in heavy equipment operation and maintenance and is knowledgeable in paving operations. For the past eleven years, he has worked directly in the construction engineering and inspection (CEI) business.

Senior Inspector, Pavement Management Testing and Inspection, Seminole County, Florida [FIN N/A]. This project involves testing and inspection for asphalt overlay, full depth reclamation, and various methods of asphalt surface refurbishment that are applied to Seminole County's paved road network. Wayne is serving as senior inspector for this project.

Senior Inspector, CEI Group 136 CEI Inspection Services to DeLand Operations Contract No.: T5537, SR 600 and SR 5, Florida Department of Transportation (FDOT) Task Work Order No. 01, FDOT District 5, FL [FIN No. 43244215201]. Wayne is serving as senior inspector for the improvements under this contract which consist of milling & resurfacing providing Americans with Disabilities act (ADA) curb ramps per current standards pedestrian signals at the intersection of ST-600 and Beach street & Palmetto and SR-600.

Senior Inspector, CEI Group 136 CEI Inspection Services to DeLand Operations Contract No.: C9G72, SR 430 and SR 441, Florida Department of Transportation (FDOT) Task Work Order No. 01, FDOT District 5, FL [FIN No. 237984-2-62-12]. Wayne is serving as senior inspector for the improvements under this contract which consist of milling, resurfacing, providing Americans with Disabilities Act (ADA) curb ramps per current standard, providing bicycle lanes, and signalization from Mulberry Street to SR AIA (North Atlantic Avenue), and from South of Silver Beach Avenue (CR 4050) to North of SR 600 (US 92).

Inspector, Group 138 - SR 50 from SR 429 (Western Belt.) to East of West Oaks Mall, FDOT District 5, Orange County, Florida [FIN 239535-3-62-01]. Wayne serves as an inspector on this CEI Group 138 project which consists of the reconstruction of approximately 2.5 miles of an existing 5-lane rural facility to a 6-lane divided urban section along SR 50 from SR 429 to East of West Oaks Mall in Orange County.

Inspector, Osceola Pkwy. at Dyer Blvd. Intersection Improvements, Osceola County Public Works, Florida [FIN 435079-1-58-01]. Wayne served as an inspector on this project. CDM Smith discovered existing pavement failure issues during the construction of the project, provided recommended repairs/replacements for the asphalt, and assisted Osceola County in obtaining additional federal funds to pay for these much-needed asphalt repairs.

Inspector, Poinciana Blvd. at Old Tampa Hwy. Intersection Improvements, Osceola County Public Works, Florida [FIN 435528-1-58-01; 435528-1-68-01 (LAP)]. Wayne served as an inspector on this project. CDM Smith discovered existing pavement failure issues during the construction of the project, provided recommended repairs/replacements for the asphalt, and assisted Osceola County in obtaining additional federal funds to pay for these much-needed asphalt repairs.

Inspector, SR 15 (US 17) Resurfacing from Timuquana Road to Woodmere Street, FDOT District 2, Florida [FIN 428705-1-52-01]. This project involves milling and resurfacing, minor drainage

Education

High School Diploma

TIN

M32147972

Certifications

CTQP Asphalt Paving,
Level 1 & 2

CTQP Asphalt Plant,
Level 1

CTQP Earthwork
Construction Inspection,
Level 1 & 2

CTQP Final Estimates,
Level 1 & 2

CTQP Drilled Shaft
Inspection

CTQP Pile Driving
Inspection

FDOT QC Manager

FDOT Concrete Field
Inspector Specification

Critical Structures
Construction Issues

Nuclear Safety
Certification

Hazmat and Security
Awareness Training

Qualified Stormwater
Management Inspector

FDOT Advanced TTC

FEMA Introduction to
Incident Command
System (IS-00100.b)

FEMA Introduction to
Incident Command
System (IS-00700.a)

FEMA ICS for Single
Resources and Initial
Action Incident (IS-
00200.b)

Total Experience

35 years

Experience in CDM Smith

14 years

John (Wayne) Midcap

improvements, sidewalk construction, curb and gutter replacement, gravity wall construction, pedestrian safety rail, and bridge thrie-beam retrofit. Wayne served as an inspector on this project.

Inspector, SR 436/Red Bug Lake Road Interchange, Seminole County, Florida [FIN 419369-1-58-01 (TRIP)]. This project involved the widening and reconstruction of 1 mile of SR 436 from six to eight lanes and of Red Bug Lake Road from four to six lanes from SR 436 to Eagle Circle. Wayne served as an inspector on this \$25 million project.

Inspector, Cross Seminole Trail Pedestrian Overpass and Trail Segment at Red Bug Lake Road, Seminole County, Florida [FIN 428527-1-58-01 (ARRA/LAP)]. As part of the federal American Recovery and Reinvestment Act of 2009 (ARRA), CDM Smith provided CEI services to Seminole County for the construction of a multi-use trail extension and a pedestrian overpass of Red Bug Lake Road. Wayne served as an inspector for the paving portion of this project.

Inspector, Poinciana Boulevard Widening Project Phase II, Osceola County, Florida [FIN N/A]. This project was for the construction and widening of 2.5 miles of existing two-lane to a four-lane divided highway and included four signalized intersections, three new drainage retention ponds, and four drainage basins. Wayne served as an inspector.

Inspector, Areawide 06, SR 44 at Glencoe Road, FDOT District 5, Florida [FIN 421629-1-52-01]. CDM Smith milled and resurfaced 7 miles of SR 44 from just east of SR 301 to west of I-75 as a subconsultant to Lake County for FDOT. Wayne served as an inspector on this project.

Inspector, Lake Mary Boulevard Pavement Rehabilitation from Markham Woods Road to Rinehart Road, Seminole County, Florida [FIN 426324-2-58-01 (ARRA/LAP)]. This project included milling and resurfacing Lake Mary Boulevard from Rinehart Road East to Country Club Road. Also, new ADA-compliant concrete ramps were constructed. Wayne served as an inspector on this project.

Inspector, Narcoossee Road Improvements, City of Orlando, Florida [FIN 239266-2-58-01 (TRIP)]. Wayne served as an inspector for the widening project for the existing, two-lane rural section of Narcoossee Road to a four-lane divided urban section with bike lanes, sidewalks, raised medians, street lighting, and two off-site retention ponds.

Prior to CDM Smith

Inspector, Lee Road and John Young Parkway, FDOT District 5, Florida. This project included milling and resurfacing from Lee Road at I-4 to SR 50 on John Young Parkway. Wayne served as an inspector on this project. He started this project with another consultant and completed it with CDM Smith.

Inspector, I-4 (Maitland Boulevard On and Off Ramps), FDOT District 5, Florida. This project included widening the inside east bound lane, barrier wall, and guard rail in the median. As an inspector, Wayne demucked and pumped grout to stabilize the existing sink hole. He also added storm drains and built a surcharge with a 20-foot MSE wall. Wayne milled and resurfaced 1 mile of east bound.

Inspector, SR 414 (Maitland Boulevard Extension), Central Florida Expressway Authority (CFX), Florida. This CFX project included construction of 2.9 miles of new roadway from CR 435 to Hiawassee Road in Orange County and included 11 bridge structures, a mainline express toll plaza, and two ramp toll plazas. Wayne served as an inspector during construction of the SR 414 (Maitland Boulevard Extension) project.

Cristian Palmero

Inspector

Cristian has extensive experience in construction materials testing for local municipalities and county governments. He has performed construction inspection of concrete bridges, earthworks quality control, concrete quality control, and construction materials testing in a CMEC Accredited laboratory, including quality control services for both design-build projects and bid-build projects for FDOT. He was also involved in creating Engineering Analysis Scopes for issue resolution and implementing and performing testing for Specialty Engineering services. His responsibilities have included training new employees and preparing employees to become certified as technicians through the ACI and CTQP; creating and maintaining contractor quality control plans; creating and maintaining FDOT Earthworks Records Systems; creating contractor quality control cost estimates and proposals; and field testing of earthworks, concrete, and deep foundation inspection.

Inspector, SR 417 Widening from John Young Parkway to Landstar Boulevard, Central Florida Expressway Authority (CFX), Florida [CFX Project No. 417-142]. This project consists of widening SR 417 from four to six general use lanes as well as an additional part time shoulder use lane in both the northbound and southbound direction from John Young Parkway to Landstar Boulevard. Cristian serves as a senior inspector; his duties include the inspection of bridge substructure and superstructure components including footings, columns, caps, bridge decks, traffic railings, lighting pilasters, conduits, approach slabs, reinforced concrete noise walls and steel.

Inspector, Pavement Management Program, Orange County, Florida [FIN N/A]. CDM Smith was selected by Orange County to provide professional services for their Orange County Pavement Management System program. Our team is overseeing milling, paving, and resurfacing projects throughout the County. The work on these projects included conducting pre-work and post-work walk-through meetings with the Contractor on behalf of the County. Cristian is performing inspection services, materials testing, and verification as needed for projects under this contract.

Prior to CDM Smith

Quality Control Project Manager, Brightline Zone 3 East West Rail Infrastructure – Phase II, Greater Orlando Aviation Authority (GOAA), Orlando, Florida [FIN N/A; GOAA Contract C-203, C02W]. In this role, Cristian supervised eight field testing technicians. He reviewed testing data daily, compiled daily reports regarding test results, and submitted them to the owner for review and approval. Approximately 20,000 tests were conducted and reviewed while under Cristian's supervision.

Quality Control Inspector, I-4 Ultimate: I-4 from West of Kirkman Road to East of SR 434, FDOT District 5, Orlando, Florida [FIN 432193-1-52-01]. This I-4 Ultimate project included the design and reconstruction of I-4 from west of Kirkman Road to east of State Road 434. The project improved 21 miles of I-4, reconstructing 15 major interchanges, constructing more than 140 bridges, adding four dynamic priced toll Express Lanes in the median and completely rebuilding the general use lanes along the corridor. Cristian provided field testing regarding various classes of concrete materials, embankment, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, SR 15/600 (US 17/92), FDOT District 5, Orlando, Florida [FIN 240296-1-52-01]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Education

High School Diploma

TIN

P45610795

Certifications

CTQP Asphalt Paving Level 1 & 2

CTQP Concrete Field Level 1 & 2

ACI Concrete Field Inspection Grade 1

ACI Concrete Transportation Construction Inspector

CTQP Earthwork Construction Inspection Level 1 & 2

Final Estimates Level 1 & 2

CTQP QC Manager

CTQP Drilled Shaft Inspection

FDOT Concrete Field Inspector Specification

Nuclear Radiation Safety

Hazmat & Security Awareness Training

FDEP Stormwater Management Inspector

Total Experience

25 years

Experience in CDM Smith

2 years

Cristian Palmero

Quality Control Inspector, E8P82 Widen Beachline (SR 528), FDOT District 5, Orlando, Florida [FIN 437156-1-52-01]. Cristian provided field testing regarding various classes of concrete materials, embankment, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks as well as attended preconstruction meetings and progress meetings.

Quality Control Inspector, 528-143 Interchange Improvements to SR 528 and SR 436, Central Florida Expressway Authority (CFX), Orlando, Florida [FIN N/A]. Cristian provided field testing regarding various classes of concrete materials, embankment, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, Direct Connect Ramps to/from I-4 (SR 400) to Turnpike (SR 91), FDOT District 5, Orlando, Florida [FIN 437166-2-52-01]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, 408-128 Widening from SR 417 to Alafaya Trail, CFX, Orlando, Florida [FIN N/A]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, 599-547 (US&S 1812) SR 429 - Wekiva Parkway, CFX, Orlando, Florida [FIN N/A]. Cristian provided field testing regarding various classes of concrete materials and drill shaft inspections. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, SR 91 Turnpike, Kissimmee, CMH Construction, Osceola County, Florida [FIN 435169-1-52-01]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, and subsoil excavation. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, US 192 Roadway Improvements, Aeronautical to Budinger, FDOT District 5, Orlando, Florida [FIN 239682-1-52-01]. Cristian provided field testing regarding all paving operations and inspections.

Quality Control Inspector, Gateway Expressway from SR 690 to SR 686, FDOT District 1, Tampa, Florida [FIN 433880-1-52-01]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, and concrete level 2 placements. He compiled daily work reports and entered test results into project site logbooks.

Quality Control Inspector, Residential and Commercial Materials Testing Services, Various Local Municipalities, Orlando, Florida [FIN N/A]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, paving, and roadway inspections.

Quality Control Inspector, Various Quality Control Services, Orange, Lake, Seminole, Polk and Brevard Counties, Florida [FIN N/A]. Cristian provided field testing regarding various classes of concrete materials, embankment, drill shafts, paving, and roadway inspections.



548 Wax Palm Lane
 Chuluota, FL 32766-6036
 407-247-3091
www.pragma-usa.com

Donnie Butler
MAT Project Manager/Prestress Inspector
B346192671830

Introduction

Mr. Butler has 30 years of construction, inspection, and materials testing experience. His experience includes working for a site developer, being an inspector for runway rehabilitation at Orlando International Airport, a consultant for FDOT District 5 Materials & Research Prestress Department, and a manager responsible for field and laboratory operations. He is QC Manager qualified and is proficient with FDOT/CQC specifications. Donnie has worked with contractor QC teams providing Road and Bridge Inspection/Testing and Laboratory Services for FDOT and Expressway projects. He has also worked with FDOT and The Expressway Authority teams providing Prestress Inspection, IA Testing, and Laboratory Verification for many Central Florida projects.

Expertise

Prestress/Precast Concrete Inspection
 Small Project Testing/Inspection Management
 Construction Materials Testing and Inspection

Education

High School Diploma

Certifications

Construction Training Qualification Program (CTQP)

Concrete Field Technician, Level 1

Florida Prestressed Concrete Association (FPCA)

450 Specification Certification

American Concrete Institute (ACI)

Concrete Field Testing Technician, Grade 1
 (SCC) Self Consolidating Concrete Technician

Precast/Prestressed Concrete Institute (PCI)

Precast/Prestressed Concrete Inspector, Level 3

Florida Department of Transportation (FDOT)

Consultant CEI Project Manager Training
 Contract Plan Reading
 Construction Math
 Earthwork Inspection
 Subgrade and Base Inspection

Nuclear Gauge

Radiation Safety and Use of Nuclear Gauges
 Radiation Safety Officer

Relevant Work Experience

Owner: FDOT / Project Manager: Aleacia Spann (Elipsis)
 FIN 241084-2-62-06 / District 5 / Materials Testing-Continuing Services
 Dates: Jan 06-Present
 Services: Providing Pre-stress/Precast Inspection

Owner: I-4 Mobility Partners / Project Manager: Teresa Driskell (Volkert)
 Project I-4 Ultimate Improvement Project
 Dates: Apr 15-Apr 21
 Services: Providing Pre-stress/Precast Inspection

Owner: Volusia County / Project Manager: Virgil Rook, P.E. (CDM Smith)
 Project Veterans Memorial Bridge
 Dates: Nov 16 - Nov 19
 Services: Providing Pre-stress/Precast Inspection

References

Vigil Rook, P.E. (Civil/Site) 407-468-6240
 Al Norris (DRMP) 407-464-2111
 Ted Worthington (Eisman & Russo) 407-228-1101
 Fred McGee (CCI) 239-246-2959

Jeremy Wolcott, P.E. (FDOT) 386-740-3500
 Teresa Driskell (Volkert) 772-216-5733

Experience

- Performed prestress inspections for various OOCEA projects including SR 414, SR 429, SR 408 Widening, and SR 528 (May 2005 – September 2009)
- Performed field and laboratory testing/inspection for new roller compacted concrete levee construction at Palm Beach Aggregates (May 2006 – July 2006)
- Assisted in development and execution of a quality control program for General Building Systems/Parking Builders, LLC at a new prestressed/precast plant in Orlando, Florida (November 2005 – March 2006)
- Project Manager for a local material testing laboratory. Duties included managing various road and bridge projects such as FDOT/CQC projects, Orange County projects, City of Kissimmee projects, as well as other commercial clients (April 2003 – April 2005)
- Performed QC manager responsibilities for I-95 Widening (October 2004 – January 2005)
- Assistant Lead Prestress Inspector for FDOT District 5 M&R (April 2001 – April 2003)
- Performed prestress inspections for various City and County Projects including Orlando International Airport and Conroy/I-4 Interchange (August 1996 – April 2005)
- Civil inspector for runway rehabilitation at Orlando International Airport (October 1994 – August 1996)

Employment

4/05 to Present	Pragma Consulting, LLC President
8/96 to 4/05	Page One Consultants, Inc. QA/QC Manager
10/94 to 8/96	Geotech Consultants International, Inc. Engineering Inspector
8/94 to 10/94	Professional Service Industries, Inc. Engineering Technician
8/93 to 8/94	Wingerter laboratories, Inc. Engineering Technician

Memberships

Affiliate member – Precast/Prestressed Concrete Institute

Available

Immediate

Donnie Butler



Craig Parris
CEI Senior Inspector

EXPERIENCE

12 years total;
With RS&H since November 2012
Senior Inspector: 8 years
Inspector: 4 years

AVAILABILITY

November 2024

EDUCATION

Bachelor of Applied Science, Supervision and Management, Daytona State College

Associate of Arts, General Studies,
Daytona State College

FLORIDA CERTIFICATIONS

TIN: P62011391
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Concrete Field – Levels I & II
Concrete Field Specification
Critical Structures
Drilled Shaft
Earthwork – Levels I & II
Final Estimates – Levels I & II
Grouting Technician – Levels I & II
MSE Wall
Pile Driving
Post-Tensioning Technician – Level I
QC Manager
Stormwater Management

NATIONAL CERTIFICATIONS

ACI Concrete Field – Level I
ACI CTCl – Level II
ASBI Grouting – Levels I & II
FAA Commercial Drone Pilot (4196054)
HAZMAT
IMSA Traffic Signal Inspector
NRC Nuclear Radiation Safety
NASSCO/ITCP – Cured-In-Place Pipe
OSHA Construction Safety & Health
Multistrand & Grouted PT Installation– Level I
TC3- PCC Paving Inspection
TC3- Diamond Grinding and Grooving
TC3- Pavement Construction: Curing,
Sawing, and Joint Sealing

FEMA CERTIFICATIONS

IS-00100.b
IS-0200.b
IS-00700.a
IS-00800.d

Craig has roadway and bridge construction experience, primarily for FDOT. He oversees work completed by the contractor and demonstrates independent judgment when making executive decisions related to project documents. Craig is a certified FAA UAS Airmen in charge of taking aerial imagery and producing HD videos through Adobe products to ensure client product satisfaction. He has experience with segmental and conventional bridge, post-tensioning, grouting, asphalt, drainage, cured-in-place pipe, lime rock, subgrade, concrete, pile driving, drilled shafts, stormwater management/erosion control, MOT, sign/signal installation, pavement marking, and lighting.

11/12 – Present: RS&H, Inc.

03/23 – Present: **Senior Inspector** on the CEI Group 228 Space Commerce project for District Five in Brevard County. Improvements under this Contract consist of widening Space Commerce Way from a two-lane undivided roadway to a four-lane divided facility. Including, reconstructing the signalized intersection at Galaxy Way, installing conduit for future ITS systems, subsoil excavation, drainage improvements, lighting improvements, and extensive coordination with NASA and their partners in the space industry located in and around this corridor. 440424-2-52-01; *Construction Cost: \$22M; Contact: Lauren Giarmo, PE, 321-634-6090*

01/23 – 06/24: **Senior Inspector** on the Group 219 Daryl Carter project for FDOT District Five. This interim project will add three new ramps connecting Interstate 4 (I-4) to Daryl Carter Parkway: exit ramps from both directions of I-4 to Daryl Carter Parkway and an entrance ramp to eastbound I-4. It will also convert the existing Daryl Carter Parkway overpass to a diverging diamond interchange. Right-of-way acquisition is underway. A westbound I-4 entrance ramp will be built as part of a future project. This project will include construction of a single, buffer-separated, managed lane from west of Daryl Carter Parkway to west of Central Florida Parkway. This managed lane will be constructed in three separate projects with the finished lane extending from west of Sand Lake Road to west of State Road 536. 441113-1-62-01; *Construction Cost: \$86M; Contact: Trevor Williams, PE, 407-625-4360*

11/22 – 01/23: **Senior Inspector** to provide drone services for the Pre-Event/Natural Disaster Monitoring Services for the event of Tropical Storm Ian/Hurricane Ian on Florida's Turnpike System of Toll Roads project; 448006-1-82-02; *Contact: Marc Silva (HDR), 954-654-0505*

05/21 – 12/22: **Senior Inspector** to provide drone services for the I-75 (SR 93) Sumter County SB Rest Area for FDOT District Five, 237984-2-62-23; *Contact: Jennifer Brockman (Adaptive Consulting), 407-506-5593*

09/19 – 11/22: **Pilot in Command** for the FDOT District Five AW 12 project performing SUR UAS (CDM Smith). Hurricane Isaias, Hanna, and Dorian pre-storm aerial surveillance for Flagler, Volusia, and Brevard Counties. The contract involved a total of 34 bridges and roadways stretching over 90 miles. Multiple FAA 14 CFR 107.41 Airspace Authorizations and constant communication with surrounding agencies, including Flagler Executive Airport (FIN), Melbourne International Airport (MLB), and Patrick Airforce Base (KCOF). Craig also provided drone maintenance for beachfront commercial and residential buildings damage after Hurricane Ian on A1A Port Orange to Ormand Beach in Volusia County. *Contact: Deb Wilson (CDM Smith), 210-346-1100*

11/17 – 09/22: Senior Inspector on the Wekiva Parkway Section 6 Design-Build for FDOT District Five. The Wekiva Parkway Section 6 design-build runs from SR 429 to just west of Longwood-Markham Road. The project involved 6 miles of limited access toll road, which was constructed in addition to a service road for local travel, three new bridges with cast-in-place segmental main spans over the Wekiva River, and several wildlife bridges for animal travel between Seminole State Forest, Rock Springs Run State Reserve, and Lower Wekiva River Preserve. These wildlife bridges provided 7,800 feet of safe passage underneath the toll road. A total of 18 bridges were constructed. Work also included constructing a multi-use trail, removing portions of SR 46 and building connector roads, roadway widening, medians and turn lanes, lighting, ITS, tolling infrastructure, landscape concept development, drainage, signing and pavement markings, coordination with utilities, and other roadway features. *238275-7-62-01; Construction Cost: \$247M; Contact: John Hatfield, 386-943-5344*

09/17 – 12/17: Inspector on the SR 15 (US 17) Reconstruction from Horse Landing Road to North Boundary Road in Palatka for FDOT District Two. Work included widening the road from 2 lanes to 4 lanes with a median, turn lanes, and a 12-foot shared use path. Construction of a segmental block wall, drainage improvements, signing, and pavement markings were also included. *210028-4-52-01; Construction Cost: \$13.8M; Contact: Donald DeVenny, 386-312-4833*

09/17: Inspector on Hurricane Irma disaster relief for FDOT District Five. Work included a variety of tasks including signal repair, generator at dark intersection maintenance, and emergency maintenance of traffic.

03/17 – 05/17: Inspector on SR 5 (US 1) Edgewater/Oak Hill Milling and Resurfacing project in Volusia County for FDOT District Five. The project on SR 5 from South Street to Magnolia/Shangri La Drive was approximately 8 miles in length 4 lanes with multiple intersections, cross overs, and turn lanes. *T5563/430678-1-52-01; Construction Cost: \$10.1M; Contact: Dwight Grube, 386-846-4587*

01/16 – 12/17: Inspector on the Milling and Resurfacing of SR 417 in Orange County for the Central Florida Expressway Authority (CFX). Taking place on SR 417 from International Drive to Moss Park Road, the project involved asphalt milling and resurfacing, signing, pavement marking, traffic loop replacement, toll sign overlays, and MOT oversight on a high-volume, high-speed road. Coordination with adjacent projects was also involved to avoid conflicting work sites and overlapping signage. *417733; Construction Cost: \$18.5M; Contact: Donald Budnovich, 407-690-5334*

11/15 – 01/16: Inspector on the US 92 Pedestrian Bridges Design-Build Group 140 projects for FDOT District Five. Work involved construction related to pedestrian improvements and related items along 1.38 miles of SR 600 in the City of Daytona Beach, including intersection improvements at Williamson Boulevard and Midway Avenue, new sidewalks, drainage improvements, milling and resurfacing, and a new pedestrian overpass. Additional work included mast arm assemblies, island removal, LED fixtures on aesthetic supports, irrigation, and landscaping. *434871-1-62-01; Construction Cost: \$16.9M; Contact: Paul Wabi, 386-740-3594*

09/15 – 10/15: Inspector on the US 1 project (Group 126) for FDOT District Five, which involved providing coverage to the Daytona Construction Office to cover tasks for FDOT personnel as needed. As part of this contract, Craig worked on the signing and pavement marking on SR 5 (US 1) from the Volusia County Line to the St. Johns County Line. *427277-1-62-02/428603-1-62-02/428688-1-52-01; Construction Cost: \$1.4M*

01/13 – 07/15: Inspector on SR 415 Group 126 Hybrid Inspection contract for FDOT District Five. The project involved more than 25 task driven work orders for projects around the I-95 corridor. Work included roadway reconstruction, milling/resurface, pedestrian improvements, signals, signage, structures, landscaping, and safety improvements along I-95/SR 9, SR 40, SR A1A, SR 5, SR 44, SR 100, SR 400, US-1, SR 50, and SR 430. Craig's duties included communicating with senior inspector and contractor on job-related events and coordinating with staff to monitor the following contractor activities in accordance with the plans and specifications: clearing and grubbing, erosion control documentation, earthwork density testing and documentation, MOT inspection, asphalt roadway testing/inspection/documentation, concrete testing, and documentation. *407355-4-52-01; Construction Cost: \$80M*

11/12 – 01/13: Inspectors Aide for the Group 126 Hybrid Inspection contract for FDOT District Five. The contract involved more than 25 task work orders for work around the I-95 corridor, including roadway reconstruction, mill/resurface, pedestrian improvements, signals, signage, structures, landscaping, and safety improvements. Craig worked primarily on SR 415 from Reed Ellis Road to Acorn Lake. *407355-4-52-01; Construction Cost: \$80M*



John Vance Jr.
CEI Senior Inspector

EXPERIENCE

23 years total;
With RS&H since August 2019
Senior Inspector: 8 years
Inspector: 15 years

AVAILABILITY

September 2024

EDUCATION

Daytona Beach Community College

FLORIDA CERTIFICATIONS

TIN: V52046765
Advanced WZTC/MOT
Asphalt Paving – Levels I & II
Concrete Field- Level II
Concrete Field Specification
Critical Structures
Drilled Shaft (pending)
Final Estimates – Level I
Pile Driving
Stormwater Management

NATIONAL CERTIFICATIONS

ACI Concrete – Level I
ACI CTCl – Level II
ASBI Grouting – Level I
NRC Nuclear Gauge Safety
OSHA Construction Safety & Health

John has diverse experience in the CEI and materials testing industry. He is highly skilled in various work components including earthwork, concrete testing, roadway and bridge inspections, and pile driving. John also has extensive experience working as an inspector and senior inspector for Central Florida Expressway Authority (CFX), Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), and Florida Department of Environmental Protection (FDEP).

08/19 – Present: RS&H, Inc.

03/23 – Present: **Senior Inspector** on the Group 219 Daryl Carter project for FDOT District Five. This interim project will add three new ramps connecting Interstate 4 (I-4) to Daryl Carter Parkway: exit ramps from both directions of I-4 to Daryl Carter Parkway and an entrance ramp to eastbound I-4. It will also convert the existing Daryl Carter Parkway overpass to a diverging diamond interchange. Right-of-way acquisition is underway. A westbound I-4 entrance ramp will be built as part of a future project. This project will include construction of a single, buffer-separated, managed lane from west of Daryl Carter Parkway to west of Central Florida Parkway. This managed lane will be constructed in three separate projects with the finished lane extending from west of Sand Lake Road to west of State Road 536. 441113-1-62-01; Construction Cost: \$86M; Contact: Trevor Williams, PE, 407-625-4360

05/21 – 10/23: **Senior Inspector** on the Wekiva Parkway Section 8 Design-Build from Orange Boulevard to West of I-4 for FDOT District Five. The design-build project served as the final segment to complete the beltway around Central Florida and involved construction of 2.6 miles of limited-access toll road and included a new interchange at I-4 connecting with SR 417. Additional work activities included drainage, lighting, signing and pavement markings, and utilities. 240200-4-62-01; Construction Cost: \$253M; Contact: John Hatfield, 386-943-5344

11/19 – 05/21: **Senior Bridge Inspector** on the Wekiva Parkway Section 6 Design-Build for FDOT District Five. The Wekiva Parkway Section 6 design-build runs from SR 429 to just west of Longwood-Markham Road. The project involved 6 miles of limited access toll road, which was constructed in addition to a service road for local travel, three new bridges with cast-in-place segmental main spans over the Wekiva River, and several wildlife bridges for animal travel between Seminole State Forest, Rock Springs Run State Reserve, and Lower Wekiva River Preserve. These wildlife bridges provided 7,800 feet of safe passage underneath the toll road. A total of 18 bridges was constructed. Work also included constructing a multi-use trail, removing portions of SR 46 and building connector roads, roadway widening, medians and turn lanes, lighting, ITS, tolling infrastructure, landscape concept development, drainage, signing and pavement markings, coordination with utilities, and other roadway features. 238275-7-62-01; Construction Cost: \$247M; Contact: John Hatfield, 386-943-5344

09/19 – 11/19: **Senior Bridge Inspector** on the Legacy Trail Pedestrian Bridge Repair over Hatchett Creek project for Sarasota County. The project involved the installation of concrete pile jackets. Contact: Robbin Levar, 941-650-9815

ADDITIONAL EXPERIENCE

04/03 – 08/19: Page One Consultants, Inc.

04/16 – 08/19: **Senior Bridge Inspector** on the Wekiva Parkway (SR 429) 429-203 project from North of Ponkan Road to a half mile north of a New Kelly Park Interchange for CFX. The 2.3-mile project consisted of new limited access roadway from just north of Ponkan Road to a half mile of north of Kelly Park Road and included a new interchange at Kelly Park Road with two bridges; two bridges over Parcel 197; and two multi-span bridges over the Lake Victor Floodplain. John's responsibilities included documentation of the contractor's daily activities for adherence to the contract plans and specifications; testing and verification of quantities for concrete, resteel, and piling; inspection of reinforcing steel and formwork for bridge components; inspection and verification of the pile installation; and tracking

quantities for payment and the final estimate. *Construction Cost: \$46.6M; Contact: Don Budnovich, 321-662-0750*

08/18 – 05/19: Senior Inspector on the I-95 at Ellis Road Interchange project in Brevard County for FDOT District Five. The project involved the construction of a new interchange to provide direct access between I-95 and the Melbourne International Airport as well as relieve congestion at adjacent interchanges. John performed test pile program and drove all production pile. *426905-3-52-01; Construction Cost: \$39M; Contact: Jay Ko, 386-740-3400*

04/16: Senior Inspector on the BP-461 and the BP-457 Fiber Optic Duct Bank and the projects at the Orlando International Airport (OIA) for the Greater Orlando Aviation Authority (GOAA). The projects consisted of the construction of a fiber optic cable duct bank backbone pathway to incorporate connectivity to the west side of the airport. John's responsibilities included documentation of the contractor's daily activities for adherence to the contract plans and specifications; and inspection of all phases of construction, including earthwork and concrete. *Construction Cost: \$1.2M; Contact: Lori Judson, 386-279-1649*

08/15 – 04/16: Inspector on the BP-442 New Central Chiller Plant project at OIA for GOAA. The project included construction of a new central chiller plant adjacent to Airside 4. John's responsibilities included documentation of the contractor's daily activities for adherence to the contract plans and specifications; and sampling, testing, and inspection of all phases of construction, including earthwork and concrete. *Construction Cost: \$15M; Contact: John Ruzich, 407-825-7721*

03/14 – 08/15: Inspector on the SR 417/Florida's Turnpike Interchange project for CFX. The project included new ramps from southbound SR 417 to southbound Florida's Turnpike and from northbound Florida's Turnpike to northbound SR 417, along with a proposed sound wall along the southwest side of the Interchange. John's responsibilities included oversight and inspection of earthwork, MOT, and utility installations. *Construction Cost: \$30M; Contact: Paul Stroessner, 407-483-4960*

03/13 – 03/14: Senior Roadway/Bridge Inspector on the Dunnellon Trail and Bridge project in Citrus and Marion Counties for FDEP. The 2.5-mile project involved a multi-use trail with a bridge founded on concrete piles over the Withlacoochee River. The project included asphalt pavement, signage, fencing, and utilities. John's responsibilities included documentation of the contractor's daily activities for adherence to the contract plans and specifications; testing and verification of quantities for concrete, re-steel and piling; inspection of reinforcing steel and formwork for bridge components; and inspection and verification of the pile installation; and tracking quantities for payment and the final estimate. *Construction Cost: \$3.3M; Contact: Jason Russell, 850-414-4010*

02/13 – 04/13: Senior Inspector on the Wildwood Bridge project for Orange County Public Works. The project consisted of approximately 420 LF of bridge construction and extended Regency Village Drive near Orlando Premium Outlets – Vineland Avenue through privately owned land, from a bridge over I-4 and touch down at Palm Parkway. John's responsibilities included monitoring MOT and documentation of contractor activities. *Construction Cost: \$20M*

01/09 – 03/11: Inspector on the Max Brewer Bridge Design-Build project in Brevard County for FDOT District Five. The design-build project connected the City of Titusville to Merritt Island providing access to Kennedy Space Center via SR 406 and involved construction of a new 3,207-foot-high level bridge over the Indian River. John's responsibilities included documenting contractor's daily activities for adherence to contract plans and specifications; testing and verification of quantities for concrete, re-steel and piling; inspection of reinforcing steel and formwork for bridge components; inspection and verification of pile installation; tracking quantities for payment and final estimate; entering documentation into SiteManager and LIMS; and monitoring maintenance of traffic. *241200-1-52-01/241200-1-52-02/241200-1-52-03; Construction Cost: \$44.8M*

11/06 – 11/08: Inspector on the SR 408 Improvements Project 253C in Orlando for CFX. The project included widening SR 408 to 6 lanes from Conway Road to Oxalis Avenue. John's responsibilities included all aspects of bridge inspection including, materials testing, concrete inspections, inspecting and documentation for pile installation, and paving operations. *Construction Cost: \$125M*

11/04 – 08/06: Inspector on the SR 408 Interchange Modification project for FTE. The project involved the design of two new ramps to complete the movements for the Interchange between SR 408 and Florida's Turnpike. John's responsibilities included sampling, testing, and inspection of all phases of bridge construction, including earthwork and concrete. *Construction Cost: \$69M*

02/04 – 08/04: Inspector on the SR 408 Project 252A for CFX. The project involved widening SR 408 to 6 lanes from Tampa Avenue to I-4. John was responsible for all aspects of roadway inspection, materials testing, inspection of concrete, and paving operations. *Construction Cost: \$27.5M*



Years of Experience: 20

Expertise:

Construction Materials Testing and Inspection, Asphalt Project Management & Administration, Operations Management

Education:

A.S. Degree, Broward Community College

Awards:

- ❖ NAPA/FTBA/ACAF Awards for Quality in Construction 2007-2018

TIN: D50077869

Certifications:

- ❖ CTQP Asphalt Plant Levels I & II
- ❖ CTQP Asphalt Paving Level I & II
- ❖ CTQP QC Manager
- ❖ CTQP Asphalt Mix Designer

Mr. Dion has 20 years of experience in construction materials testing and inspections, as well as contract, project and operations management. He is experienced in creating and maintaining technical asphalt reports, project planning, coordination, and overseeing of asphalt operations and personnel. He has extensive knowledge in developing and implementing quality systems manuals. He was instrumental in instituting and maintaining quality control programs throughout Florida Department of Transportation which resulted in several NAPA/FTBA/ACAF Awards in quality construction from 2007-2018.

Project Experience

Owner: Florida Department of Transportation – District Five

Project & Description: C9R95 & CA643 & CAQ21 Geo & Materials, Testing & Inspection Continuing Services

Contract Amount: \$5 million each contract

Narrative: Mr. Dion is providing project management services on this \$5 million district wide contract for FDOT District Five. He is responsible for the review, analysis, and approval of materials testing reports to determine compliance with Specifications, completeness and accuracy of testing, and takes corrective action when and if necessary. Mr. Dion is also responsible for administration, scheduling, and managing of inspection and subconsultants providing services on this contract. He ensures task work orders are staffed and FDOT resources are utilized effectively and efficiently. Mr. Dion oversees, implements the Quality Assurance Training Manual for inspection personnel. He ensures inspection staff have training and certification as required and

coordinates training of personnel. He is responsible for increasing staffing of qualified inspectors as necessary. In addition, Mr. Dion provides asphalt plant inspection services. Some of his responsibilities include monitoring the contractor's operations and ensuring they are in compliance with their quality control plan. Verifies the contractor's test results. Some testing performed includes asphalt content, gradation, air void, and density testing of asphalt. Mr. Dion is also responsible for ensuring specifications and contract documents are adhered to and the contractor is operating in accordance with contractor quality control plan. (10/19-03/25)

Owner: Florida Department of Transportation – District Five

Project & Description: 238319-2 SR 19 over Little Lake Harris Bridge # 110026

Contract Amount: \$22.3 million

Narrative: This project involves the construction of State Road (S.R.) 19 over Little Lake Harris Bridge #11026 from Savage Circle to north of Hickory Point Park. The project work includes new bridge construction, new bridge approach, drainage system, pond construction, privacy wall, signing and pavement marking, lighting, sidewalk, and driveways. Mr. Dion served as the quality control manager for asphalt production. He was responsible for ensuring all field and laboratory technicians, equipment, and instruments met traceability and repeatability requirements. He oversaw and implemented the Quality Control Manual and ensured it was kept current and being adhered to. He reviewed changes in testing procedures and Department Specification and Standards. He assured necessary changes were implemented in both laboratory and field-testing procedures. Mr. Dion was responsible for ensuring all data entered into FDOT's MAC system was accurate and up to date. He was also responsible for administration, scheduling, and managing of technicians and operators. He coordinated and tracked all quantities to ensure projects were on schedule and within budget. (08/19-10/19)

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Owner: Florida Department of Transportation – District Five

Project & Description: 238275-2/238275-2 SR 46 from west of US 441 to east of Vista View Lane (Section 3B)/ SR 46 from east of Vista View Lane to east of Round Lake Road (Section 3A)

Contract Amount: \$51.3 million

Narrative: This project consists of milling and resurfacing the existing pavement within the project limits. New sidewalks will be constructed where needed to provide continuous pedestrian access within the project limits. Minor widening and restriping will be accomplished to provide bicycle keyhole lanes within the rural limits. Within the urban limits, bike lanes will be provided by restriping and eliminating on-street parking. Mr. Dion served as the quality control manager for asphalt production. He was responsible for ensuring all field and laboratory technicians, equipment, and instruments met traceability and repeatability requirements. He oversaw and implemented the Quality Control Manual and ensured it was kept current and being adhered to. He reviewed changes in testing procedures and Department Specification and Standards. He assured necessary changes were implemented in both laboratory and field-testing procedures. Mr. Dion was responsible for ensuring all data entered into FDOT's MAC system was accurate and up to date. He was also responsible for administration, scheduling, and managing of technicians and operators. He coordinated and tracked all quantities to ensure projects were on schedule and within budget. (06/18-10/19)

Owner: Florida Department of Transportation – District Five

Project & Description: 238275-7 SR 429/46 from west of Old McDonald Road to east of Wekiva Park Road (Section 6)

Contract Amount: \$240 million

Narrative: This project consists of milling and resurfacing the existing pavement within the project limits. New sidewalks will be constructed where needed to provide continuous pedestrian access within the project limits. Minor widening and restriping will be accomplished to provide bicycle keyhole lanes within the rural limits. Within the urban limits, bike lanes will be provided by restriping and eliminating on-street parking. Mr. Dion served as the quality control manager for asphalt production. He was responsible for ensuring all field and laboratory technicians, equipment, and instruments met traceability and repeatability requirements. He oversaw and implemented the Quality Control Manual and ensured it was kept current and being adhered to. He reviewed changes in testing procedures and Department Specification and Standards. He assured necessary changes were implemented in both laboratory and field-testing procedures. Mr. Dion was responsible for ensuring all data entered into FDOT's MAC system was accurate and up to date. He was also responsible for administration, scheduling, and managing of technicians and operators. He coordinated and tracked all quantities to ensure projects were on schedule and within budget. (04/18-10/19)

Owner: Florida Department of Transportation – District Five

Project & Description: 407143-4 SR 482 (Sand Lake Road) from West of International Drive to Universal Boulevard and International Drive from Jamaican Court to North of Sand Lake Road

Contract Amount: \$79.7 million

Narrative: This project involves the widening and reconstruction of State Road (S.R.) 482 (Sand Lake Road) from west of International Drive to Universal Boulevard and International Drive from Jamaican Court to 1000 feet north of Sand Lake Road. This project includes milling and resurfacing, signing, pavement markings, traffic signals, concrete sidewalks, median access modifications, the installation of sheet pile retaining walls, storm drainage system and water main, as well as a utility lift station. Mr. Dion served as the quality control manager for asphalt production. He was responsible for ensuring all field and laboratory technicians, equipment, and instruments met traceability and repeatability requirements. He oversaw and implemented the Quality Control Manual and ensured it was kept current and being adhered to. He reviewed changes in testing procedures and Department Specification and Standards. He assured necessary changes were implemented in both laboratory and field-testing procedures. Mr. Dion was responsible for ensuring all data entered into FDOT's MAC system was accurate and up to date. He was also responsible for administration, scheduling, and managing of technicians and operators. He coordinated and tracked all quantities to ensure projects were on schedule and within budget. (06/17-10/19)

*Project Experience is employee's project experience and may be from employment with previous employer



Felice "Phil" Vaccaro

CEI Sr. Inspector

Years of Experience: 36**Expertise:** Roadway
Construction Engineering Inspection**Education:**High School Diploma
Atlantic Vo-Tech – Survey**TIN:** V26024056**Certifications:**

- ❖ CTQP Asphalt Paving Level I & II
- ❖ CTQP Concrete Field Level I
- ❖ CTQP Earthwork Level I & II
- ❖ CTQP Final Estimates Level I
- ❖ ACI Concrete Field-Testing Technician Level I
- ❖ Radiation Safety and Nuclear Density Gauge Use
- ❖ FDOT Critical Structures Issues
- ❖ FDEP Stormwater Erosion and Sedimentation Control Inspector
- ❖ Advanced MOT/TTC
- ❖ IMSA Traffic Signal Inspector Level I
- ❖ IMSA Traffic Signal Technician Level I

Mr. Vaccaro has 36 years of experience in construction, survey, and construction engineering inspection of new construction, rehabilitation projects for highways and bridges, and materials testing. His experience includes providing CEI Inspection and land surveying services on FDOT construction projects. He has the ability to manage the inspection requirements of multiple operations, as well as plan, organize, and direct the tasks of others. Further, Mr. Vaccaro's field experience includes material sampling and testing, underground utilities, signalization, earthwork, asphalt paving, drainage, and drilled shaft inspections. He has a very strong working knowledge of plans, specifications and the inspection of roadway and bridge construction. He is very thorough and timely in his documentation and record-keeping, is well spoken, bilingual and has good communication skills. Phil has a very strong survey background allowing him to identify layout errors very quickly, especially with underground work, which allows for any issues to be addressed promptly.

As a Senior Inspector, Mr. Vaccaro is responsible for performing highly complex technical assignments in construction layout, making/checking engineering computations. He performs and reviews material testing of concrete, asphalt and aggregates, confirms materials adhere to specifications and inspects and verifies construction work in process to ensure compliance. He is responsible for maintaining the verification density logbook, asphalt milling and paving inspection, drainage, utility inspection and coordination, signalization, and concrete placement and is responsible for coordinating and managing the lower-level inspectors. He monitors all contractor operations to include full oversight of pavement operations including asphalt milling and paving, cross slope corrections, identification of straightedge deficiencies, and placement of the structural and friction course, and signalization. Mr. Vaccaro is responsible for resolving quantity disputes with contractors and ensures plan and contract conformance. Mr. Vaccaro has also been responsible for the coordination and complete oversight of various contractor activities such as placement of conduit; fiber

optic cable placement along with connection hardware; installation of numerous pull boxes; Wrong Way Vehicle Detection Systems; installation of numerous new ITS Cabinets; new and relocated ethernet switches; installation of CCTV cameras; single post sign installation; and thermoplastic striping. Mr. Vaccaro monitors and inspects traffic control and erosion control devices and ensures the Contractor has provided access to all residences and businesses whenever construction interferes with the existing means of access, and material has been placed, as needed, for driveways and sidewalks to residences and businesses to continuously provide safe, stable and reasonable access for vehicles and pedestrians and identifies any discrepancies or potential issues. He maintains detailed accurate records reports of daily operations and significant events electronically; tracks the quantities of various items and maintains the verification density logbook entries. Mr. Vaccaro has assisted with maintaining a continually updated system of ledgers for tracking pay items and ensures the project is constructed to FDOT standards and specifications. **Some of the projects Mr. Vaccaro performed these responsibilities on are:**

Owner: Florida's Turnpike Enterprise**Project & Description:** 441718-1 Reconstruction of the Turnpike Mainline MP 227-235, Osceola County.**Contract Amount:** \$16.8 Million

Narrative The improvements under this Contract consist of milling and resurfacing of the existing pavement, shoulder drop-off correction, repair and correction of existing guardrail, signing and pavement marking improvements, drainage improvements, bridge joint and riprap repairs, bridge traffic railing retrofit, and culvert repairs. The project location is Florida's Turnpike (SR 91) from Mile Post (MP) 227.000

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to MP 235.013 in Osceola County. The project limit specifically excludes the ramps at the Canoe Creek Service Plaza at MP 230. (01/24–current)

Owner: Florida Department of Transportation – District Five

Project Description: 435504-1-72-07 CSC for Maintenance Personnel Services

Contract Amount: \$5 Million

Narrative: Mr. Vaccaro provided in-house inspection services for Oviedo Operations on this continuing services contract. He was responsible for the inspection of construction performed under permits and/or contracts issued by the Department. He routinely inspected various state roads, including identifying deficiencies within the rights-of-way and preparing work requests. He documented Daily Work Reports; tracked the quantities of various items; and ensured the project is constructed to FDOT standards and specifications. He utilized the Department's One Stop Permitting (OSP) Application for documenting the conditions of the work areas and closing out permits. In addition, Phil has experience with post storm event assessment efforts and utilizing FDOT's Survey 123 to document needs. (09/23-12/23)

Owner: Florida's Turnpike Enterprise

Project & Description: 440295-1/2 Resurface and Safety Improvements Southbound Only MP 289.3-297.9, Lake County.

Contract Amount: \$8.7 Million

Narrative This multi-fin project consists of milling and resurfacing, guardrail installation, signing, box culvert repairs and pavement marking improvements along this 8-mile portion of Florida's Turnpike / SR 91 from north of the US 27 interchange to the Lake County/Sumter County Line. (01/23–09/23)

Owner: Florida Department of Transportation – District Five

Project & Description: 435504-1-72-01 (E5X05) Retention Pond & Ditch Cleaning & Reshaping.

Narrative: This project consists of retention pond and ditch cleaning, culvert pipe cleaning & video, herbicide application and sodding in various locations in Seminole and Orange Counties. (01/22-11/22)

Owner: Florida Department of Transportation – District Five

Project Description: Various FINs under CEI Group 201

Combined Contract Amount: \$16.8 Million

Projects under CEI Group 201 included:

Project & Description: 441014-1; SR 44 Resurfacing from the Citrus County line to west of I-75 in Sumter County.

Contract Amount: \$6.4 Million

Narrative: This project consisted of resurfacing over 8 miles of SR 44 in Sumter County and will include stormwater pipe repairs and shoulder widening. (04/21-02/22)

Project & Description: 441137-1; SR 44 Resurfacing from Bottle Brush Court to US 27 in Sumter County.

Contract Amount: \$1.9 Million

Narrative: This project consisted of resurfacing SR 44 (South Street) from Bottle Brush Court to U.S. 27 (South 14th Street), including necessary roadside enhancements. The project also included sidewalk and curb ramp improvements to meet Americans with Disabilities Act (ADA) standards. (07/21-03/22)

Owner: Florida Department of Transportation – District Five

Project & Description: 440821-1-52-01, PedSafe Greenway Deployment

Contract Amount: \$8.7 Million

Narrative: Improvements consist of innovative pedestrian and bicycle collision avoidance systems utilizing connected vehicle technologies to reduce the occurrence of pedestrian and bicycle crashes at high crash rate locations and a program designed to increase throughput capacity and reduce congestion by optimizing traffic signal operations with the implementation of new technologies. (11/19-08/21)

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**Years of Experience:** 8**Expertise:**

Construction Engineering
Inspection
Construction Materials Testing

Education:

❖ High School Diploma

TIN: B40043679

Certifications:

- ❖ CTQP Asphalt Paving Level I & II
- ❖ CTQP Concrete Field Tech Level I
- ❖ CTQP Earthwork Level I & II
- ❖ CTQP Final Estimates I
- ❖ LBR Technician
- ❖ ACI Concrete Field-Testing Technician I
- ❖ Radiation Safety and Nuclear Density Gauge Use
- ❖ FDEP Stormwater Erosion & Sedimentation Control
- ❖ FDOT Critical Structures
- ❖ Advanced MOT

Mr. Bello is a motivated, personable professional with 8 years of experience in the construction, engineering, and materials testing industry; 5 years of CEI Inspection experience and an additional year of experience as a laboratory testing technician. Mr. Bello ensures that the services provided are delivered in a manner that consistently meets and exceeds expectations and achieves the highest level of customer satisfaction and value possible. He is knowledgeable in FDOT specifications, design standards, and procedures. His experience includes asphalt paving, earthwork, and concrete.

As a CEI Inspection, Mr. Bello is responsible for performing highly complex technical assignments in field engineering and inspection of bridge and road construction, surveying and construction layout, making and checking engineering computations, inspecting construction work, conducting field material tests for concrete, earthwork, and other civil engineering field tests. He monitors all contractor operations to include full oversight of pavement operations including asphalt milling and paving, cross slope corrections, identification of straightedge deficiencies, and placement of the structural and friction course, mast arm installations, shoulder treatment, drainage, signage, guardrail and striping, signalization, lighting, landscaping. He read construction plans and specifications and interprets for construction control purposes. Mr. Bello monitors and inspects traffic control and erosion control devices and ensures the Contractor has provided access to all residences and businesses whenever construction interferes with the existing means of access, and material has been placed, as needed, for driveways and sidewalks to residences and businesses to continuously provide safe, stable and reasonable access for vehicles and pedestrians and identifies any discrepancies or potential issues. He maintains detailed accurate records reports of daily operations and significant events electronically; tracks the quantities of various items and maintains the verification density logbook entries. Mr. Bello has assisted with maintaining a continually updated system of ledgers for tracking pay items and ensures the project is constructed to FDOT standards and specifications. **Some of the project Mr. Bello performed these responsibilities are:**

Owner: Florida Department of Transportation – District Five

Project & Description: CEI Group 231 BDI **Combined Contract Amount:** \$45 million

Project & Description: Group 231-441141-1 S.R. 464 from U.S. 301/U.S. 27 to S.R. 35 **Narrative:** The improvements under this contract consist of milling and resurfacing the pavement on SR 464. Two signals are being completely replaced with new span wire poles. Signal and ITS upgrades are included at the 13 signalized intersections. Intersection lighting is included at 11 signalized intersections. Sidewalk is being added from MP 4.830 to MP 7.213. Cross slope correction is included from MP 1.335 to MP 3.792 to accommodate the proposed bike lanes. Several turn lanes are being lengthened to provide more capacity and widened to accommodate bicycle keyholes. (08/23-current)

Project & Description: Group 231-447603-1 SR 492 (NW 10th / NE 14th St.) Intersection Improvements **Narrative:** The Improvements under this Contract consist of, but not limited to, milling and resurfacing, signing, pavement markings (paint and thermoplastic), signalization (mast arms, signal controller cabinet), lighting (light poles, pull boxes, conductors, conduit), and ITS at the intersection of SR 492 and NE 25th Ave. in the City of Ocala, Marion County. (03/2024-current) **Project & Description:** Group 231-439234-1 SR 200 from I-75 to US 301 Resurfacing **Narrative:** The Improvements under this Contract consist of milling and resurfacing, landscaping, drainage improvements, curb & gutter, sidewalk, traffic signals, signing/pavement markings, and lighting. Marion County. (05/2024-current)

Project & Description: Group 231-445688-1 Replacing diagonal span signal with box span signal at SR 500 at CR 42 **Narrative:** The improvements under this contract consist of replacing an existing diagonal span signal with a box span signal and the installation of lighting at the intersection at SR 500 (US 27) (US 441). The work includes removal of concrete strain poles, signal cable, vehicular traffic signals, electrical service wire, vehicle detection systems, traffic controller, and a managed field ethernet switch. The work also includes installation

*Project Experience is employee's project experience and may be from employment with previous employer

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of conduit, signal cable, electrical power service, electrical service disconnect, service wire, steel strain poles, vehicle detection systems, traffic controller, managed field ethernet switch, span wire assembly, pull boxes, vehicular traffic signals, traffic data detection systems, internally illuminated street names signs, and relocation of a closed circuit television (CCTV) camera and wireless communication devices. The lighting work will include the installation of lighting conductors, light poles, pull boxes, and pole cable distribution systems. (06/23-12/23)

Owner: Florida Department of Transportation – District Five

Project & Description: 435504-1-72-15 Maintenance Inspection Services for Ocala Operations **Contract Amount:** Various **Narrative:** This assignment includes the inspection and documentation of all maintenance activities throughout the Ocala Operations area of responsibility and requires monitoring the Maintenance of Traffic items for various locations and operations to ensure conformance of each site-specific MOT standard plan; gathering of quantities to develop and coordinate maintenance contract work; documenting contractor operations via PrC or the FDOT DWR approved form; tracking the quantities of various items and ensuring that all specifications, plans, and contract documents are adhered to. (07/22-12/23)

Owner: Florida Department of Transportation – District Five

Project & Description: 429157-1-72-17, Asphalt Repair Contract (Multiple Locations) **(HYBRID) Contract Amount:** \$2.4 Million **Narrative:** This project consisted of milling and resurfacing asphalt roadway pavement on SR 19, SR 500/US 441, and SR 25/US 27, the installation of thermoplastic pavement markings, RPMS, and traffic signal loops in Lake County. (02/22-07/22)

Owner: Florida Department of Transportation – District Five

Project & Description: 441135-1 & 441135-2; SR 19 from CR 452 to Golden Gem Dr

Contract Amount: \$8.4 Million **Narrative:** The purpose of this project was to resurface the southbound lanes of State Road 19 from Golden Gem Drive in Umatilla to County Road 452 in Eustis. Sidewalks and bicycle lanes were added alongside the roadway, and sidewalk ramps were upgraded to meet Americans with Disabilities Act requirements. To improve driver safety and reduce vehicle conflicts, some median openings along S.R. 19 were modified to allow right and left turns from S.R. 19 but not from side streets. Intersection lighting was added at C.R. 452 and C.R. 44. Additionally, roadway lighting was added from south of C.R. 452 to Pine Meadows Golf Course. SR 19 from CR 452 to Golden Gem Dr, in Lake County. In addition, utility improvements included the installation of wastewater Force Main and gravity main for the entire length of the project limits for the Cities of Eustis and Umatilla. (02/22)

Owner: Florida Department of Transportation – District Five

Project & Description: 441137-1; SR 44 Resurfacing from Bottle Brush Court to US 27 in Sumter County **Contract Amount:** \$1.9 Million **Narrative:** This project consists of resurfacing SR 44 (South Street) from Bottle Brush Court to U.S. 27 (South 14th Street), including necessary roadside enhancements. The project also will make sidewalk and curb ramp improvements to meet Americans with Disabilities Act (ADA) standards. (09/21-02/22)

Owner: Florida Department of Transportation – District Five

Project & Description: 441146-1-52-01 & 439237-1-52-01, SR 535 (Apopka Vineland) Resurfacing and Access Improvements **(HYBRID) Contract Amount:** \$9.3 Million **Narrative:** The Improvements under this Contract consist of work under two (2) Financial Project Identification (FPID) Numbers. The first segment includes work on State Road No. 535 (Apopka Vineland Road) from south of International Dr. to north of Lake Bryan Beach Blvd. and from Vineland Ave. to north of Hotel Plaza Blvd. Improvements include Milling & Resurfacing, New Asphalt Pavement, Drainage Improvements, Curb and Gutter, Sidewalk, Traffic Separators, Guardrail, Sodding, Traffic Signal Modifications, Lighting, Wrong-Way Detection Countermeasures, and Signing/Pavement Markings. The second segment includes work on State Road No. 535 (Apopka Vineland Rd) from north of Lake Bryan Beach Blvd. to north of Vineland Ave. Improvements include Milling & Resurfacing, New Asphalt Pavement, Drainage Improvements, Curb & Gutter, Sidewalk, Traffic Separators, Sodding, Traffic Signals, and Signing/Pavement Markings. (03/21-09/21)

*Project Experience is employee's project experience and may be from employment with previous employer

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Rasheed Biggs

Contract Role: SUR Rod Person

Years' Experience: 3

Education

- High School Diploma

Summary of Experience

Mr. Biggs has 3 years of experience in the performance of survey and subsurface utility engineering services. He is well respected by our team and his peers for his work ethic and his ability to learn quickly. Being safety minded and having worked alongside ECHO's most experienced staff, he will also provide trusted insight to conditions in the field ensuring a safe environment for the traveling public and the ECHO team.

Significant Projects

CEI Services for the Neptune Road Project from Partin Settlement Road to US 192, Osceola County, FL: The project consists of the reconstruction of Neptune Road from a 2-lane to 4-lane from Partin Settlement Road east to US 192. The new typical section of Neptune Road includes constructing a 12-foot wide shared use path and sidewalks on either side of the travel lanes. Additional improvements throughout the project limits include constructing new bridges, installing a new box culvert, new roadway and sidewalk construction, median width modification, reconstruction of driveways, drainage modification, noise walls, and the construction of new traffic signals. ECHO currently provides survey services. Mr. Biggs serves as SUR Rod Person.

SR 44 at Kepler Road intersection improvements, CEI Group 246 (FPID: 431922-1), Volusia County, FL, FDOT D5: This project consisted of constructing a two-lane roundabout at the intersection of SR 44 and Kepler Road to enhance safety and improve the flow of traffic. Additional improvements included pedestrian safety enhancements such as new sidewalks and crosswalks with RRFBs, resurfacing work, and the addition of a bypass right turn lane. ECHO provided survey services. Mr. Biggs served as SUR Rod Person.

Storey Park Blvd. Extension - Orange County Utilities, Orange County, FL: This project consists of design services for a new utility installation in connection with a new roadway alignment to extend Storey Park Boulevard in Orange County, FL. ECHO's professional services were requested to provide subsurface utility engineering and utility survey services within the area in which the new improvements will be designed and constructed. Mr. Biggs serves as SUR Rod Person.

US 17-92 Resurfacing from Wisconsin Ave to north of SR 15A, CEI Group 246 (FPID: 445301-1), Volusia County, FL, FDOT D5: This project consisted of resurfacing US 17-92 from Wisconsin Avenue in Orange City to north of SR 15A in DeLand to extend the life of the existing roadway. In addition to repaving the travel lanes, the project also included upgrading pedestrian curb ramps and existing crosswalks along with modifications to the existing drainage system to accommodate the proposed sidewalk, signal and roadway work. ECHO provided survey services. Mr. Biggs served as SUR Rod Person.

Sanitary Sewer Connections, North Holly Ave, Orange City, FL: This project consisted of design services for septic to main sewer line connection for 12 parcels owned by Orange City, and 19 private parcels located along North Holly Ave. and E. Blue Springs Ave. ECHO was requested to investigate the presence and location of existing utilities within the project limits. Mr. Biggs served as SUR Rod Person.

Old Cheney and Tanner Road Drainage Improvements, Orange County: This project consisted of drainage improvements to alleviate flooding issues. ECHO provided survey and subsurface utility engineering services for this multi-phased project. Mr. Biggs served as SUR Rod Person.

Ocoee Apopka Road Drainage Retrofit, Orange County, FL: This project consisted of engineering design services for drainage retrofit of the Ocoee Apopka Rd., from South Hawthorne Ave. to East of CR 451. ECHO's professional services were requested to

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provide a topographical survey, drainage and utility survey. Mr. Biggs served as SUR Rod Person.

SR 535 Resurfacing from US 192 to International Drive South (FPID: 445299-1), Osceola and Orange Counties, FL, FDOT D5: This project consists of rehabilitation to the asphalt pavement of the specified project limits to extend the service life of the existing roadway as well as completing any necessary roadside improvements. ECHO's services for this project include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs serves as SUR Rod Person.

SR 436 (Semoran Blvd.) at Pershing Avenue (FPID: 445707-1), Orange County, FL, FDOT D5: This intersection improvement project consisted of design services to improve roadway conditions for motorists, help enhance drivability in the area, and ensure roadway longevity. The project scope included the addition of mast arm signals and updating pedestrian curbs along with pavement markings along the roadway. ECHO provided survey and subsurface utility engineering services. Mr. Biggs served as SUR Rod Person.

SR 46/US 17-92 Resurfacing from East of Upsala to French Ave. (FPID: 447103-1), Seminole County, FL, FDOT D5: This project consisted of rehabilitation of the asphalt pavement to extend the service life of the existing roadway, including necessary roadside improvements. The nature of the project was asphalt resurfacing and associated safety and functional improvements, including both safety and multi-modal improvements such as parking removal, bicycle lane enhancement, and improvements at three signalized intersections. ECHO's services for this project included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs served as SUR Rod Person.

SR 100 Resurfacing from N. Palmetto St to Old Kings Rd South (FPID: 445219-1), Flagler County, FL, FDOT D5: This project consisted of rehabilitation to the asphalt pavement of the project limits to extend the service life of the existing roadway, including necessary roadside improvements such as associated safety and functional improvements. ECHO's services included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs served as SUR Rod Person.

SR A1A Emergency Repairs (FPID: 452443-1 & 452444-1), Volusia and Flagler Counties, FL, FDOT D5: This Design Build project consisted of improvements along SR A1A in Volusia and Flagler Counties needed due to catastrophic hurricane damage. These improvements included dune renourishment, dune vegetation, revetment, wall systems, roadway construction, drainage construction, and revetment removal. ECHO provided survey, subsurface utility engineering, and utility engineering services. Mr. Biggs served as SUR Rod Person.

SR A1A Beverly Beach Pedestrian Improvements (FPID: 445690-1), Flagler County, FDOT D5: This project consisted of providing a mid-block pedestrian crossing in conjunction with traffic calming measures and other improvements. ECHO provided survey, subsurface utility engineering, and utility engineering services. Mr. Biggs served as SUR Rod Person.

SR 200 Resurfacing from South of NE 175 ST to the Alachua County Line (FPID: 445212-1), Marion County, FL, FDOT D5: This project consisted of milling and resurfacing to rehabilitate the asphalt pavement to extend the service life of the existing roadway in addition to necessary roadside improvements. ECHO provided survey and mapping, subsurface utility engineering, and utility coordination services. Mr. Biggs served as SUR Rod Person.

SR A1A Brevard Sidewalk Gaps (FPID: See Description), Brevard County, FL, FDOT D5: This project consists of the addition of sidewalk where gaps are located on three different segments: Shearwater Pkwy to SR 404 (447150-1), Volunteer Way to Roosevelt Ave (447150-2), Goose Point Avenue to Flug Avenue (4471251-1). ECHO's services for all three projects include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs serves as SUR Rod Person.

SR 492 (NE 14th St) at NE 25th Ave Intersection Improvements (FPID: 447601-1), Marion County, FL, FDOT D5: This project consisted of traffic signal updates to provide crash reduction countermeasures as well as ramp reconstruction to meet ADA requirements and enhance pedestrian safety. ECHO's services included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs served as SUR Rod Person.

SR 500 (US 192) Resurfacing From I-95 to SR 507 (Babcock St) (FPID: 447094-1), Brevard County, FL, FDOT D5: This project consists of rehabilitation to the asphalt pavement of the specified project limits to extend the service life of the existing roadway as well as completing any necessary roadside improvements. ECHO's services for this project include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Biggs serves as SUR Rod Person.



Eric Cain, PSM
Project Manager

Contract Role: Project Surveyor

Years' Experience: 19

Education

- B.S., Geomatics, University of Florida, 2016
- A.A., General Studies, Seminole State College, 2004

Professional Registrations

- Florida Professional Surveyor & Mapper – LS 7131

Professional Affiliations

- Florida Surveying & Mapping Society
- National Society of Professional Surveyors
- Florida Global Navigation Satellite Systems Users Group

Summary of Experience

Mr. Cain is a Florida licensed Surveyor and Mapper with 19 years of survey, mapping, and subsurface utility engineering experience. He is responsible for the oversight of the field and office tasks associated with boundary, topographic, wetland jurisdictional, ALTA, specific purpose surveys, and legal descriptions/sketches.

Mr. Cain will serve as Project Surveyor on this contract and will lead the team with the production of design file deliverables. Specific tasks required will be daily briefings with field crews along with the management and processing of the field data collected.

Significant Projects

Old Key West New Utility Installation – Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

CEI Services for the Neptune Road Project from Partin Settlement Road to US 192, Osceola County, FL: The project consists of the reconstruction of Neptune Road from a 2-lane to 4-lane from Partin Settlement Road east to US 192. The new typical section of Neptune Road includes constructing a 12-foot wide shared use path and sidewalks on either side of the travel lanes. Additional improvements throughout the project limits include constructing new bridges, installing a new box culvert, new roadway and sidewalk construction, median width modification, reconstruction of driveways, drainage modification, noise walls, and the construction of new traffic signals. ECHO currently provides survey services. Mr. Cain leads the survey effort.

Fantasia Gardens New Utility Installation - Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

Epcot Center SUE Services - Reedy Creek, Orange County FL: This project consisted of preliminary design for improvements of the subject site where ECHO's professional services were requested to provide subsurface utility engineering and utility survey services. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

US 17-92 Resurfacing from Wisconsin Ave to north of SR 15A, CEI Group 246 (FPID: 445301-1), Volusia County, FL, FDOT D5: This project consisted of resurfacing US 17-92 from Wisconsin Avenue in Orange City to north of SR 15A in DeLand to extend the life of the existing roadway. In addition to repaving the travel lanes, the project also included upgrading pedestrian curb ramps and existing crosswalks along with modifications to the existing drainage system to accommodate the proposed sidewalk, signal and roadway work. ECHO provided survey services. Mr. Cain served as project surveyor.

Western Way Extension Control Survey - Reedy Creek, Orange County FL: This project included establishing four (4) control points at various locations. ECHO's professional services were requested to establish said control points to support subsequent survey efforts (provided by others) in support of utility construction activities. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

SR 44 at Kepler Road intersection improvements, CEI Group 246 (FPID: 431922-1), Volusia County, FL, FDOT D5: This project consisted of constructing a two-lane

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roundabout at the intersection of SR 44 and Kepler Road to enhance safety and improve the flow of traffic. Additional improvements included pedestrian safety enhancements such as new sidewalks and crosswalks with RRFBs, resurfacing work, and the addition of a bypass right turn lane. ECHO provided survey services. Mr. Cain served as project surveyor.

ST Isopar Storage Facility - Hollywood Studios - Reedy Creek, Orange County, FL: This project consisted of engineering design services for improvements within the subject site where ECHO's professional services were requested to provide topographic survey and subsurface utility engineering services within the area in which the proposed improvements were designed. Mr. Cain was the project surveyor and he oversaw surveying services for this project.

Magic Kingdom MK2 Permanent Electric Utility Installation – Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

Disney Space Mountain Utility Installation, Magic Kingdom, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Cain was the project surveyor where he oversaw surveying services for this project.

Design Services for Buenaventura Boulevard Complete Streets Improvements from Simpson Road to Osceola Parkway, Osceola County, FL: This complete streets project consists of improvements including guardrail installation, textured pavement design for crosswalks and intersections, stormwater improvements, signage installation, design of shared use path and roundabouts, and the design of a directional medians and turn lane. ECHO currently provides subsurface utility engineering and survey services. Mr. Cain leads the survey effort.

Storey Park Blvd. Extension - Orange County Utilities, Orange County, FL: This project consists of design services for a new utility installation in connection with a new roadway alignment to extend Storey Park Boulevard in Orange County, FL. ECHO's professional services were requested to provide subsurface utility engineering and utility survey services within the area in which the new improvements will be designed and constructed. Mr. Cain leads the survey effort.

Sanitary Sewer Connections, North Holly Ave, Orange City, FL: This project consisted of design services for septic to main sewer line connection for 12 parcels owned by Orange City, and 19 private parcels located along North Holly Ave. and E. Blue Springs Ave. ECHO was requested to investigate the presence and location of existing utilities within the project limits. Mr. Cain led the survey effort.

Old Cheney and Tanner Road Drainage Improvements, Orange County: This project consisted of drainage improvements to alleviate flooding issues. ECHO provided survey and subsurface utility engineering services for this multi-phased project. Mr. Cain led the survey effort.

Ocoee Apopka Road Drainage Retrofit, Orange County, FL: This project consisted of engineering design services for drainage retrofit of the Ocoee Apopka Rd., from South Hawthorne Ave. to East of CR 451. ECHO's professional services were requested to provide a topographical survey, drainage and utility survey. Mr. Cain led the survey effort.

Narcissus Ave Road Improvements, Seminole County, FL: This project consisted of engineering design services for the reconstruction of Narcissus Avenue as a two-lane, curb and gutter, urban roadway section. ECHO's professional services were requested to provide design survey and Subsurface Utility Engineering services in support of this project. Mr. Cain served as Project Surveyor.

Design Services for Fortune / Lakeshore Multiuse Trail, Osceola County, FL: This LAP project (FPID: 437474-1) consisted of roadway and related infrastructure design for Fortune Road West. ECHO's professional services were requested to field investigate and map the location of existing utilities potentially in conflict with the proposed design. Mr. Cain led the survey effort.

Simpson Rd Widening from SR500 (US192) to Myers Rd, Osceola County, FL: This project consisted of design of a four-lane divided urban roadway with 10-foot sidewalks on both side and no bike lanes, design for the replacement of the existing box culvert 1,100 feet south of Eagle Bay Blvd, and 11 signalized intersections were reconstructed. ECHO provided SUE and Survey services for this project. Mr. Cain led the survey effort.

Bill Beck Blvd Intersection Improvements and Expansion, Osceola County, FL: ECHO provided subsurface utility engineering services to investigate four mast arms within the project limits. Mr. Cain led the survey effort.



Andrew Harris, CST I

Contract Role: SUR Party Chief

Years' Experience: 36

Education

- A.A., Graphic Design, Daytona Beach Community College

Certifications/Training

- CST Level I Certified

Summary of Experience

Mr. Harris has 36 years of experience performing subsurface utility engineering and surveying services. He is well respected by our team, his peers, and our clients for his work ethic along with his knowledge of subsurface utility engineering and survey data collection process.

Mr. Harris' experience includes leading the data collection effort for all crews, applying/maintaining subsurface utility detection and survey equipment, and operating survey and vacuum excavation units. Because of his skillset and strong attention to detail, he has successfully performed and completed many data collection assignments for various entities including local government and FDOT.

Significant Projects

Design Services for Buenaventura Boulevard Complete Streets Improvements from Simpson Road to Osceola Parkway, Osceola County, FL: This complete streets project consists of improvements including guardrail installation, textured pavement design for crosswalks and intersections, stormwater improvements, signage installation, design of shared use path and roundabouts, and the design of a directional medians and turn lane. ECHO currently provides subsurface utility engineering and survey services. Mr. Harris leads the survey effort. Mr. Harris serves as SUR Party Chief.

US 17-92 Resurfacing from Wisconsin Ave to north of SR 15A, CEI Group 246 (FPID: 445301-1), Volusia County, FL, FDOT D5: This project consisted of resurfacing US 17-92 from Wisconsin Avenue in Orange City to north of SR 15A in DeLand to extend the life of the existing roadway. In addition to repaving the travel lanes, the project also included upgrading pedestrian curb ramps and existing crosswalks along with modifications to the existing drainage system to accommodate the proposed sidewalk, signal and roadway work. ECHO provided survey services. Mr. Harris served as SUR Party Chief.

SR 44 at Kepler Road intersection improvements, CEI Group 246 (FPID: 431922-1), Volusia County, FL, FDOT D5: This project consisted of constructing a two-lane roundabout at the intersection of SR 44 and Kepler Road to enhance safety and improve the flow of traffic. Additional improvements included pedestrian safety enhancements such as new sidewalks and crosswalks with RRFBs, resurfacing work, and the addition of a bypass right turn lane. ECHO provided survey services. Mr. Harris served as SUR Party Chief.

Storey Park Blvd. Extension - Orange County Utilities, Orange County, FL: This project consists of design services for a new utility installation in connection with a new roadway alignment to extend Storey Park Boulevard in Orange County, FL. ECHO's professional services were requested to provide subsurface utility engineering and utility survey services within the area in which the new improvements will be designed and constructed. Mr. Harris serves as SUR Party Chief.

Sanitary Sewer Connections, North Holly Ave, Orange City, FL: This project consisted of design services for septic to main sewer line connection for 12 parcels owned by Orange City, and 19 private parcels located along North Holly Ave. and E. Blue Springs Ave. ECHO was requested to investigate the presence and location of existing utilities within the project limits. Mr. Harris served as SUR Party Chief.

Old Cheney and Tanner Road Drainage Improvements, Orange County: This project consisted of drainage improvements to alleviate flooding issues. ECHO provided survey and subsurface utility engineering services for this multi-phased project. Mr. Harris served as SUR Party Chief.

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Ocoee Apopka Road Drainage Retrofit, Orange County, FL: This project consisted of engineering design services for drainage retrofit of the Ocoee Apopka Rd., from South Hawthorne Ave. to East of CR 451. ECHO's professional services were requested to provide a topographical survey, drainage and utility survey. Mr. Harris served as SUR Party Chief.

SR 436 (Semoran Blvd.) at Pershing Avenue (FPID: 445707-1), Orange County, FL, FDOT D5: This intersection improvement project consisted of design services to improve roadway conditions for motorists, help enhance drivability in the area, and ensure roadway longevity. The project scope included the addition of mast arm signals and updating pedestrian curbs along with pavement markings along the roadway. ECHO provided survey and subsurface utility engineering services. Mr. Harris served as SUR Party Chief.

SR 535 Resurfacing from US 192 to International Drive South (FPID: 445299-1), Osceola and Orange Counties, FL, FDOT D5: This project consists of rehabilitation to the asphalt pavement of the specified project limits to extend the service life of the existing roadway as well as completing any necessary roadside improvements. ECHO's services for this project include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Harris serves as SUR Party Chief.

US 92 from North of Educators Rd. to North of Tomoka Farms Rd. (FPID: 445208-1), Volusia County, FL, FDOT D5: This project consisted of repaving this segment of International Speedway Boulevard (U.S. 92/S.R. 600) from north of Educators Road to north of Tomoka Farms Road to rehabilitate the asphalt pavement and extend the life of the existing roadway. ECHO provided survey and subsurface utility engineering services. Mr. Harris served as SUR Party Chief.

SR 500 from Hibiscus Rd. to Brevard County Line (FPID: 447099-1), Brevard/Osceola Counties, FL, FDOT D5: This project consisted of milling and resurfacing the project roadway to extend the service life of the existing roadway and incorporate improvements to enhance the safety of the corridor. ECHO provided survey and subsurface utility engineering services. Mr. Harris served as SUR Party Chief.

SR A1A Brevard Sidewalk Gaps (FPID: See Description), Brevard County, FL, FDOT D5: This project consists of the addition of sidewalk where gaps are located on three different segments: Shearwater Pkwy to SR 404 (447150-1), Volunteer Way to Roosevelt Ave (447150-2), Goose Point Avenue to Flug Avenue (4471251-1). ECHO's services for all three projects include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Harris serves as SUR Party Chief.

SR 492 (NE 14th St) at NE 25th Ave Intersection Improvements (FPID: 447601-1), Marion County, FL, FDOT D5: This project consisted of traffic signal updates to provide crash reduction countermeasures as well as ramp reconstruction to meet ADA requirements and enhance pedestrian safety. ECHO's services included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Harris served as SUR Party Chief.

SR 100 Resurfacing from N. Palmetto St to Old Kings Rd South (FPID: 445219-1), Flagler County, FL, FDOT D5: This project consisted of rehabilitation to the asphalt pavement of the project limits to extend the service life of the existing roadway, including necessary roadside improvements such as associated safety and functional improvements. ECHO's services included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Harris served as SUR Party Chief.

SR A1A Emergency Repairs (FPID: 452443-1 & 452444-1), Volusia and Flagler Counties, FL, FDOT D5: This Design Build project consisted of improvements along SR A1A in Volusia and Flagler Counties needed due to catastrophic hurricane damage. These improvements included dune renourishment, dune vegetation, revetment, wall systems, roadway construction, drainage construction, and revetment removal. ECHO provided survey, subsurface utility engineering, and utility engineering services. Mr. Harris served as SUR Party Chief.

SR A1A Beverly Beach Pedestrian Improvements (FPID: 445690-1), Flagler County, FDOT D5: This project consisted of providing a mid-block pedestrian crossing in conjunction with traffic calming measures and other improvements. ECHO provided survey, subsurface utility engineering, and utility engineering services. Mr. Harris served as SUR Party Chief.

SR 200 Resurfacing from South of NE 175 ST to the Alachua County Line (FPID: 445212-1), Marion County, FL, FDOT D5: This project consisted of milling and resurfacing to rehabilitate the asphalt pavement to extend the service life of the existing roadway in addition to necessary roadside improvements. ECHO provided survey and mapping, subsurface utility engineering, and utility coordination services. Mr. Harris served as SUR Party Chief.



Omar Ocasio

Contract Role: SUR Instrument Person

Years' Experience: 6

Education

- B.A., University of Puerto Rico, 2004

Summary of Experience

Mr. Ocasio has 6 years of experience in the performance of survey and subsurface utility engineering services. He is well respected by our team and his peers for his work ethic and his ability to learn quickly. Being safety minded and having worked alongside ECHO's most experienced staff, he will also provide trusted insight to conditions in the field ensuring a safe environment for the traveling public and the ECHO team.

Significant Projects

ST Isopar Storage Facility - Hollywood Studios - Reedy Creek, Orange County, FL:

This project consisted of engineering design services for improvements within the subject site where ECHO's professional services were requested to provide topographic survey and subsurface utility engineering services within the area in which the proposed improvements were designed. Mr. Ocasio served as SUR Instrument Person.

US 17-92 Resurfacing from Wisconsin Ave to north of SR 15A, CEI Group 246 (FPID: 445301-1), Volusia County, FL, FDOT D5:

This project consisted of resurfacing US 17-92 from Wisconsin Avenue in Orange City to north of SR 15A in DeLand to extend the life of the existing roadway. In addition to repaving the travel lanes, the project also included upgrading pedestrian curb ramps and existing crosswalks along with modifications to the existing drainage system to accommodate the proposed sidewalk, signal and roadway work. ECHO provided survey services. Mr. Ocasio served as SUR Instrument Person.

Epcot Center SUE Services - Reedy Creek, Orange County FL:

This project consisted of preliminary design for improvements of the subject site where ECHO's professional services were requested to provide subsurface utility engineering and utility survey services. Mr. Ocasio served as SUR Instrument Person.

CEI Services for the Neptune Road Project from Partin Settlement Road to US 192, Osceola County, FL:

The project consists of the reconstruction of Neptune Road from a 2-lane to 4-lane from Partin Settlement Road east to US 192. The new typical section of Neptune Road includes constructing a 12-foot wide shared use path and sidewalks on either side of the travel lanes. Additional improvements throughout the project limits include constructing new bridges, installing a new box culvert, new roadway and sidewalk construction, median width modification, reconstruction of driveways, drainage modification, noise walls, and the construction of new traffic signals. ECHO currently provides survey services. Mr. Ocasio serves as SUR Instrument Person.

Western Way Extension Control Survey - Reedy Creek, Orange County FL:

This project included establishing four (4) control points at various locations. ECHO's professional services were requested to establish said control points to support subsequent survey efforts (provided by others) in support of utility construction activities. Mr. Ocasio served as SUR Instrument Person.

SR 44 at Kepler Road intersection improvements, CEI Group 246 (FPID: 431922-1), Volusia County, FL, FDOT D5:

This project consisted of constructing a two-lane roundabout at the intersection of SR 44 and Kepler Road to enhance safety and improve the flow of traffic. Additional improvements included pedestrian safety enhancements such as new sidewalks and crosswalks with RRFBs, resurfacing work, and the addition of a bypass right turn lane. ECHO provided survey services. Mr. Ocasio served as SUR Instrument Person.

Disney Space Mountain Utility Installation, Magic Kingdom, Orange County, FL:

This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Ocasio served as SUR Instrument

Grow, Inspire, Make a Difference



Person.

Fantasia Gardens New Utility Installation - Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Ocasio served as SUR Instrument Person.

Magic Kingdom MK2 Permanent Electric Utility Installation – Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Ocasio served as SUR Instrument Person.

Old Key West New Utility Installation – Reedy Creek, Orange County, FL: This project consisted of performing trenchless installations for new utility line(s). ECHO's professional services were requested to identify the location of existing utilities potentially in conflict with the installation in specific areas. Mr. Ocasio served as SUR Instrument Person.

Storey Park Blvd. Extension - Orange County Utilities, Orange County, FL: This project consists of design services for a new utility installation in connection with a new roadway alignment to extend Storey Park Boulevard in Orange County, FL. ECHO's professional services were requested to provide subsurface utility engineering and utility survey services within the area in which the new improvements will be designed and constructed. Mr. Ocasio serves as SUR Instrument Person.

Sanitary Sewer Connections, North Holly Ave, Orange City, FL: This project consisted of design services for septic to main sewer line connection for 12 parcels owned by Orange City, and 19 private parcels located along North Holly Ave. and E. Blue Springs Ave. ECHO was requested to investigate the presence and location of existing utilities within the project limits. Mr. Ocasio served as SUR Instrument Person.

Old Cheney and Tanner Road Drainage Improvements, Orange County: This project consisted of drainage improvements to alleviate flooding issues. ECHO provided survey and subsurface utility engineering services for this multi-phased project. Mr. Ocasio served as SUR Instrument Person.

Ocoee Apopka Road Drainage Retrofit, Orange County, FL: This project consisted of engineering design services for drainage retrofit of the Ocoee Apopka Rd., from South Hawthorne Ave. to East of CR 451. ECHO's professional services were requested to provide a topographical survey, drainage and utility survey. Mr. Ocasio served as SUR Instrument Person.

SR 535 Resurfacing from US 192 to International Drive South (FPID: 445299-1), Osceola and Orange Counties, FL, FDOT D5: This project consists of rehabilitation to the asphalt pavement of the specified project limits to extend the service life of the existing roadway as well as completing any necessary roadside improvements. ECHO's services for this project include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Ocasio serves as SUR Instrument Person.

SR 436 (Semoran Blvd.) at Pershing Avenue (FPID: 445707-1), Orange County, FL, FDOT D5: This intersection improvement project consisted of design services to improve roadway conditions for motorists, help enhance drivability in the area, and ensure roadway longevity. The project scope included the addition of mast arm signals and updating pedestrian curbs along with pavement markings along the roadway. ECHO provided survey and subsurface utility engineering services. Mr. Ocasio served as SUR Instrument Person.

SR 46/US 17-92 Resurfacing from East of Upsala to French Ave. (FPID: 447103-1), Seminole County, FL, FDOT D5: This project consisted of rehabilitation of the asphalt pavement to extend the service life of the existing roadway, including necessary roadside improvements. The nature of the project was asphalt resurfacing and associated safety and functional improvements, including both safety and multi-modal improvements such as parking removal, bicycle lane enhancement, and improvements at three signalized intersections. ECHO's services for this project included survey and mapping, subsurface utility engineering, and utility coordination. Mr. Ocasio served as SUR Instrument Person.

SR A1A Brevard Sidewalk Gaps (FPID: See Description), Brevard County, FL, FDOT D5: This project consists of the addition of sidewalk where gaps are located on three different segments: Shearwater Pkwy to SR 404 (447150-1), Volunteer Way to Roosevelt Ave (447150-2), Goose Point Avenue to Flug Avenue (4471251-1). ECHO's services for all three projects include survey and mapping, subsurface utility engineering, and utility coordination. Mr. Ocasio serves as SUR Instrument Person.

Edward "Ned" Connolly, PSM

Professional Surveyor



Years of Experience

- 17

Education

- B.S., Land Surveying Engineering, Pennsylvania State University, 2007

Registration

- Professional Land Surveyor and Mapper (PSM), Florida, LS6911, 05/29/2012

Certifications

- FDOT Maintenance of Traffic (MOT) #14081, Refresher #59159

Professional Affiliations

- Florida Surveying & Mapping Society (FSMS)
- West Coast Land Surveyors Association (WCLSA)

Possessing more than 17 years of experience, Ned is a Vice President with ELEMENT and oversees the firm's Survey and Subsurface Utility Engineering (SUE) services. He is responsible for the daily coordination and management of the field and office operations, as well as the final quality assurance/quality control (QA/QC) of all deliverables before client submission. He is proficient in the latest industry technology in addition to developing and implementing successful management strategies. He has been involved with all aspects of SUE practices, from processing the survey and utility data to the QC of the final product. He is experienced in a variety of SUE surveying services such as subsurface utility surveys, site excavation, right-of-way (R/W) mapping, and utility location and marking. His skills also include a vast knowledge of surveys including geodetic control, design/topographic, and boundary.

Ned's relevant project experience includes:

FDOT District Five, SR 50 from west of CR 757 to the Sumter/Lake County Line, Sumter County, FL. SUE/Survey Project Manager. This project will increase capacity and improve safety performance on the segment of SR 50 from CR 757 to the Sumter/Lake County Line as part of a greater effort to address existing and future congestion and delays, improve safety and traffic flow, and allow the SR 50 corridor to operate at an improved level of service for all users. This project supports improvement to one of the few east-west corridors connecting Hernando County to the Orlando Metro Area for both regional freight and passenger vehicle traffic.

FDOT District Five, SR 527 SR 426 Orange Avenue Southbound Bifurcation to N Grant Street; SR 551 from north of Ramp, Orange County, FL. SUE/Survey Project Manager. This is a FDOT District Five traffic operations/safety improvement project to address a documented crash issue. It includes the construction of a raised median to reduce the number of vehicular conflict points, helping to reduce crashes and improve operations. The installation of a new traffic signal is proposed at the Valencia College Lane intersection, and a new traffic signal is to be added to the intersection of SR 551 and Yucatan Drive. All SUE activities were supervised to confirm clearances between proposed storm and existing underground utilities at 97 locations where future drainage structures are to be installed.

FDOT District Five, Advanced Transportation Management System (ATMS), Seminole County, FL. Project Surveyor. This project is for the expansion of the existing ATMS in Seminole County. The ATMS expansion requires design, procurement, installation, integration, and testing for upgrades to 20 existing arterial dynamic message signs along US 17/92, SR 436, SR 434, and Lake Mary Boulevard, and the addition of 12 CCTV cameras at various intersections in Seminole County. SUE and survey services are currently being provided for this project. Responsibilities include: overseeing the field survey crew; maintaining accurate notes, records, and sketches; researching previous survey evidence, maps, physical evidence, and other records; attending project meetings and providing input; evaluating and managing the required field survey work; and QA/QC plan management and execution.

FDOT District Five, Northbound and Southbound Rest Area North of SR 50 to South of CR 476B, Brevard County, FL. Project Surveyor. The intent of the project is to renovate the existing I-95 rest areas in Mims to provide adequate facilities for the projected traffic volume. This includes the reconstruction of the existing buildings to meet current standards and the incorporation of additional parking for passenger vehicles. SUE services are currently being provided for this project. Responsibilities include: the oversight of the field survey crew(s); maintaining accurate notes, records, and sketches; researching previous survey evidence, maps, physical evidence, and other records; attending project meetings and providing input; evaluating and managing the required field survey work; and QA/QC plan management and execution.

Edward "Ned" Connolly, PSM
Professional Surveyor

FDOT District Five, SR A1A from US 192 (5th Avenue) to SR 518 (Eau Gallie Boulevard), Brevard County, FL. Project Surveyor. The purpose of this project is to construct a midblock crossing at ten locations along SR A1A between 5th Avenue and Eau Gallie Boulevard. Currently providing SUE and survey services for this project. Responsibilities include: the oversight of the field survey crew; maintaining accurate notes, records, and sketches; researching previous survey evidence, maps, physical evidence, and other records; attending project meetings and providing input; evaluating and managing the required field survey work; and QA/QC plan management and execution.

FDOT District Seven, US 19 (SR 55) from North of CR 95 to South of Pine Ridge Way S, Pinellas County, FL. SUE/Survey Project Manager. Careful management of off-field crews performing SUE designate (Quality Level B) services was provided along this 1.6-mile section of US 19, which had 12 underground utilities. Detailed field notes were taken as additional Quality Level B methods were used to designate the four pond sites. Fifty SUE Quality Level A locates were recognized and used to verify the existence of unknown utilities below the surface. Test holes were completed on the 30' concrete water main every 300' to ensure potential design conflicts were avoided. Responsibilities included: management and oversight of all field crews; maintaining accurate notes, records, and sketches; researching previous survey and physical evidence and other records; attending project meetings and providing input; and QA/QC plan management and execution.

FDOT District Seven, US 19/SR 55 from North of SR 580 (Main Street) to Northside Drive, Pinellas County, FL. SUE/Survey Project Manager. This project consisted of the reconstruction of US 19 from north of SR 580 to Northside Drive. This rebuilding provided six mainline lanes with a pedestrian overpass at Michigan Avenue. Additionally, frontage roads were constructed to allow access to local and business traffic, as well as safety improvements to the existing R/W. Responsibilities included: management and oversight of all field crews; maintaining accurate notes, records, and sketches; researching previous survey evidence, physical evidence, and other records; attending project meetings and providing input; and QA/QC plan management and execution.

FDOT District Seven, US 19/SR 55/34th Street from SR 682/54th Avenue S to 22nd Avenue N, Pinellas County, FL. SUE/Survey Project Manager. This 5.011-mile stretch spanning US 19 from SR 682 to 22nd Avenue N consisted of the milling and resurfacing of a six-lane divided mainline. Responsibilities included management and oversight of all field crews; maintaining accurate notes, records, and sketches; researching previous survey evidence, physical evidence, and other records; attending project meetings and providing input; and QA/QC plan management and execution.

FDOT District Seven, Alt US 19 Sidewalk from Oscar Hill Road to Dixie Highway, Pinellas County, FL. SUE/Survey Project Manager. A TWO was assigned to provide SUE services for this resurfacing, restoration, and rehabilitation (RRR) project located along Alt US 19 (SR 595) from Oscar Hill Road to Dixie Highway for the purpose of preserving and extending the life of the existing pavement through milling and resurfacing and needed general safety modifications. This will bring Americans with Disabilities Act features into conformance with current standards. Responsibilities include management of the SUE field technicians and crew members providing locates (Quality Level A) of utilities, maintaining accurate notes, records, and sketches, researching previous survey evidence, maps, physical evidence, and other records, attending project meetings, providing input, evaluating and managing the required field survey work, and execution of the QA/QC plan.

FDOT District Seven, SR 573 (S Dale Mabry Highway) from Pinewood Street to Gandy Boulevard, Hillsborough County, FL. SUE/Survey Project Manager. Providing SUE services for this project which consist of median modifications and turn lanes extensions along SR 573 (S Dale Mabry Highway) from Pinewood Street to Gandy Boulevard. Responsibilities include: the oversight of the field survey crew; maintaining accurate notes, records, and sketches; researching previous survey evidence, maps, physical evidence and other records; attending project meetings and providing input; evaluating and managing the required field survey work; and QA/QC plan management and execution

FDOT District Seven, Morris Bridge Road from Davis Road to Fletcher Avenue, Hillsborough County, FL. SUE/Survey Project Manager. The purpose of this project was to provide bike lanes, sidewalks, a right-turn lane at Fowler Road, and a 10' shared-use path through most of the project. The corridor is directly adjacent to the I-75 limited access R/W and Morris Bridge Road is the frontage road through the project limits. Project tasks included establishing a static GPS network for eight new primary control monuments and incorporating the Florida Permanent Reference Network in the adjustment. Primary and secondary horizontal and vertical control were provided, as well as recovery of the historic survey baseline of I-75 and Morris Bridge Road for the 1.75-mile project. Both terrestrial static LiDAR and traditional topographic survey methods were used to collect topographic survey data, bridge survey data, jurisdictional/wetland survey, and geotechnical locations. All field crews and office staff were supervised. Data from the field was processed, and QA/QC plan was executed.

Devin Platt, PSM

Professional Surveyor



Years of Experience

- 8

Education

- A.A., Business, Hillsborough Community College, 2014
- B.S., Geomatics, University of Florida, 2018

Registration

- Professional Surveyor and Mapper (PSM), Florida, LS7389, 02/14/2022

Certifications

- FAA Part 107 Remote Pilot License

Professional Affiliations

- Florida Surveying & Mapping Society (FSMS)

Specialized Training

- Boundary Surveying
- Route Surveying
- Topographic Surveys
- Right-of-Way Surveys
- MicroStation
- Certainty 3D TopoDOT
- Pix4D
- GPS/Real-Time Kinematic (RTK)
- EFB
- High-Definition Surveying (HDS) Laser Scanning
- Robotic Total Stations
- AutoCAD Civil3D 2019 with Raster Design
- ArcGIS 10.2

Devin Platt has eight years of diversified survey and GIS experience. He received his Bachelor of Science Degree in Geomatics from the University of Florida with a focus in surveying and mapping. While interning as a technician where he provided CAD support for boundary surveys and conducting quality control for field book calculations. He participated as a research assistant at the University of Florida, providing GIS support through analyzing and updating agricultural databases for Miami-Dade County. As a Project Surveyor for ELEMENT, his responsibilities include performing historic alignment retracement surveys, topographic surveys, right-of-way (R/W) control surveys, boundary surveys, sketch and legals for parcel acquisition, as well as providing quality control and training. Devin's management also includes day-to-day field crew operations, scoping, and staff hours development. As the pilot-in-command and lead surveyor of ELEMENT's Unmanned Aerial System (UAS) operations, Devin manages this rapidly growing division for our firm. He has been a Federal Aviation Administration (FAA) Part 107 Remote Pilot for five years, during which time he has been responsible for planning and conducting manual and automated flights to collect aerial imagery and for developing topographic terrain models and orthomosaics from photogrammetric data.

Devin's relevant project experience includes:

FDOT District One, Districtwide (DW) Survey and Mapping Contract (2015), FL. Survey Technician. This five-year ongoing contract consists of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, R/W surveys, and various survey support functions for District One. Below is a list of recent task assignments:

- US 41 (SR 45) 4-mile Design Survey, Charlotte County, FL.
- SR 546 2-mile Design Survey, Polk County, FL.
- US 27 3-mile Design Survey, Polk County, FL.
- SR 37 4.5-mile Design Survey, Polk County, FL.
- SR 37 1-mile Design Survey, Polk County, FL.
- US 41 (SR 45) 2-mile Design Survey, Manatee County, FL.
- US 301 (SR 43) 3-mile Design Survey, Manatee County, FL.

FDOT District One, US 98 (SR 700) Resurfacing, Restoration, and Rehabilitation Project, Highlands County, FL. Survey Technician. This project consists of milling and resurfacing 10 miles of asphalt pavement, turn lane widening, cross slope correction, railroad improvements and safety enhancements, including pavement markings, and signs. The design included modifications to the corridor and additional pavement depth and resurfacing of an asphalt overlaid bridge. A detour was designed to allow CSX to replace tracks during the project. The project involved the recovery of historical alignments from existing R/W and maps, references, preparation of a full topographic survey and Digital Terrain Model (DTM), and drainage survey. Additional work included a UAV flight of the corridor to produce a LiDAR point cloud for our traffic team to do a visibility study for motorists. Survey files were prepared in ORD format for 3D modeling. The project included survey, subsurface utility engineering, and utility coordination.

FDOT District One, SR 45 (US 41) from Beneva Road to SR 72 (Stickney Point Road) Road, Sarasota County, FL. Survey Technician. This 2.4-mile Complete Streets project included a full design survey featuring horizontal and vertical control, alignment, topographic survey, digital terrain modeling (DTM) with cross-sections, and a drainage survey. A combination of terrestrial LiDAR and conventional survey methods were used on this project.

Devin Platt, PSM
Professional Surveyor

FDOT District One, US 27 (SR 25) Venus Wildlife Crossing, Highlands County, FL. Survey Technician. This rural two-mile project included preparing a Bridge Development Report with eight (8) alternative wildlife crossing designs, including varying concrete box culverts, arched buried bridge structures, and simple span bridges. The all-encompassing evaluation of the wildlife behavior, environmental factors, constructability, maintenance needs, and construction cost resulted in the construction of a new box culvert crossing to provide passage of wildlife under US 27 and minor bridge design. Survey services included establishing horizontal and vertical control, recover/establish historic alignment, drainage, wetlands jurisdictional lines, geotechnical boring location and a topographic survey with 3D DTM and check cross-sections. Robotic total stations were used to expedite data collection. The project included survey, subsurface utility engineering, and utility coordination.

FDOT District One, SR 55 (US 19), Manatee County, FL. Survey Technician. This 2.4-mile project for District One involved establishing a historical alignment along the corridor, researching and recovering section lines, surveying blocks, and existing R/W.

FDOT District One, Longboat Key (SR 789), Manatee County, FL. Survey Technician. This 6-mile project for District One required establishing a historical alignment along the corridor, researching and recovering section lines, surveying block corners, and establishing the existing R/W.

FDOT District Seven, Districtwide (DW) Survey and Mapping Contract 2019, 2014, Pinellas, Hillsborough, Pasco, Hernando and Citrus Counties, FL. Survey Manager. This five-year ongoing contract consists of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, R/W surveys, and various survey support functions for District Seven. The following is a list of recent task assignments:

- 3.7 miles I-75 (SR 93A) from south of CSX/Broadway Avenue to Eastbound (EB)/WB I-4 Exit Ramp, Hillsborough County.
- SR 685 Boundary Surveys at North Highland Avenue and West Violet Street, Hillsborough County.
- US 41/SR 45/S 50th Street Multiple Boundary Surveys, Hillsborough County.
- ORD Cogo Control Survey Pilot Project SR 60 from west of Woodlynne Avenue to west of Brevard Avenue, Hillsborough County.
- LiDAR Scanning for Railroad Clearances at I-75 (SR 93A) and CSX/Broadway Avenue, Hillsborough County.
- Rapid Response Surveying and Mapping Requests (on call as needed).
- SR 682: 2-mile Terrestrial LiDAR Design Survey, Pinellas County.
- SR 60: 8-mile Vertical Project Control, Hillsborough County.
- Multiple Boundary Surveys for Department Acquisition along the I-275 Corridor, Hillsborough County.
- SR 685: 8-mile Terrestrial LiDAR Design Survey, Hillsborough County.
- SR 679: Sovereign Submerged Land Easement, Pinellas County.
- SR 56 at I-75: Drainage Survey, Pasco County.
- SR 60: R/W Monumentation Map, Hillsborough County.
- Parcel 106 Boundary Survey, Hillsborough County.
- SR 600 Hillsborough Avenue at Nebraska Avenue: R/W Maintenance Map, Hillsborough County.
- Waters Avenue at Florida Avenue Merge, Hillsborough County

Hillsborough County, Professional and Miscellaneous Services for Geomatics, Hillsborough County, FL. Survey Technician. This miscellaneous surveying and mapping contract was for Hillsborough County's Geomatics Division. Project assignments included boundary surveys, photogrammetric control, topographic design surveys and verification, certified digital terrain model (DTM) surveys, R/W surveys, wetland jurisdictional surveys, and horizontal and/or vertical data surveys. The following is a list of recent task assignments:

- Branchton Park Wetland Boundary and Topographic Survey.
- City of Plant City Road Transfer Coronet Road.
- Survey Sidewalk Repair Assessment.
- Gallagher Road at Sea Critter Lane Drainage Improvements Topographic Survey.
- GIS – Local Mitigation Strategy.
- Calm Harbour Boundary Survey for Location and Occupation.
- University Area Library Boundary/Topographic Survey.
- Valrico Wastewater Treatment Plant Pump Station Boundary/Topographic and SCADA Surveys.

Michael Risch

SUR Crew Chief



Education

- Warren County High School, 2002

Certification

- Intermediate Maintenance of Traffic (MOT)

Specialized Training

- Route Surveying
- Boundary Surveying
- ALTA/ACSM Surveys
- Topographic Surveys
- Right of Way Surveys
- CAICE Software
- GPS / RTK
- EFB-EFBP
- Robotic Total Stations
- HDS laser scanning

As a Survey Crew Chief with over 5 years' experience, Mike Rich's responsibilities have included performing various types of field surveys, managing, organizing, and training crew members on survey operations, oversight of crew safety and maintenance of traffic, performing field calculations, recording field notes and sketches, and conducting field quality control for surveys.

Mr. Risch's relevant project experience includes:

FDOT District Seven, SR 60 CEI - Survey Services – From SR 43 (US 301) to Lake Kathy Drive, Hillsborough County, FL. Survey Crew Chief for this 2.2-mile CEI project that includes multiple alignments, multiple ramps, collector/distributor lanes, frontage roads, interchanges, and stormwater management facilities. Services include providing survey for roadway alignment, geometrics/design, topography verification, pre- and post-cross sections for volume/quantity verification, establishing horizontal and vertical project controls and as-builts.

FDOT District Seven, SR 600 (Hillsborough Avenue), Hillsborough County, FL. Survey Crew Chief for a 4-mile roadway resurfacing project. Services included alignment, horizontal and vertical control, set targets for photogrammetry, provided design survey in obscured areas, sectional corner location and subdivision block location for right of way mapping.

FDOT District Seven, SR 595 (Seminole Boulevard), Pinellas County, FL. Survey Crew Chief responsible for the preparation of the design survey required to reconstruct a CSX railroad crossing. Services included preparation of a full topographic survey and DTM with cross sections provided at 25-foot on center.

FDOT District Seven, SR 687 (4th Street), Pinellas County, FL. Survey Crew chief for a 1.9-mile roadway resurfacing project along SR 687, from 106th Avenue to Big Island Gap. Services included full topographic survey and DTM with cross sections. Work also included a right of way control survey.

FDOT District Seven, SR 54, Pasco County, FL. Survey Crew Chief responsible for benchmark recovery and placement of new benchmarks, established vertical control, baseline recovery and topographic survey.

FDOT District Seven, Pinellas Bayway from I-275 to Sun Boulevard, Pinellas County, FL. Survey Crew Chief responsible for the preparation of the baseline stakeout and baseline referencing.

FDOT District Seven, SR 699 (Gulf Boulevard), Pinellas County, FL. Survey Crew chief for a 1.1-mile roadway project along SR 699, from 105th Avenue to 125th Avenue. Included topographic survey and DTM with cross sections. Work also included a right of way control survey.

FDOT District Seven, I-75 from Fowler Avenue to SR 56 Hillsborough County, FL. Survey Crew Chief responsible for benchmark recovery and placement, benchmark forms, vertical control, baseline recovery and topographic survey.

Brian Adams

SUR Instrument Operator



Education

- Diploma, St. Petersburg High School, 2003

Specialized Training

- Route Surveying
- Boundary Surveying
- ALTA/ACSM Surveys
- Topographic Surveys
- Right of Way Surveys
- CAICE Software
- GPS / RTK
- EFB-EFBP
- Robotic Total Stations
- HDS laser scanning

As an Instrument Person with over 2 years' experience, Brian Adams has been responsible for operating various survey instruments such as digital and automatic levels, total stations, GPS/GNSS units, and Terrestrial LiDAR scanners. Responsibilities have also included assisting crew chiefs with field calculations as needed and daily maintenance of survey instruments.

Mr. Adams' relevant project experience includes:

FDOT District One, District Wide Survey and Mapping Contract, FL. I-Man for this 5-year on-going contract consisting of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, ROW surveys and various survey support functions.

Hillsborough County, Professional and Miscellaneous Services for Geomatics, Hillsborough County, FL. I-Man for this miscellaneous surveying and mapping contract for Hillsborough County's Geomatics Division. Project assignments include boundary surveys, photogrammetric control, topographic design surveys and verification, as well as certified Digital Terrain Model (DTM) surveys, right of way surveys, wetland jurisdictional surveys, and horizontal and /or vertical data surveys.

FDOT District Seven, District Wide Survey and Mapping Contract, FLI-Man for this 5-year on-going contract consisting of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, ROW surveys and various survey support functions.

FDOT District Seven, SR 52, Pasco County, FL. Rod person for horizontal and vertical control verification as well as verification of FDOT benchmarks within the project limits. Additional effort included cross section checks, height modernization and alignment.

FDOT District Seven, SR 574 (MLK), Hillsborough County, FL. Rod person for boundary, topographic, and mean high water line survey using global positioning system (GPS) and real time kinematic (RTK) technology.

FDOT District Seven, US Business 41 / SR 685 (Florida Avenue), Hillsborough County, FL. Rod person for baseline recovery, baseline stakeout, baseline referencing, topographic survey, cross sections, benchmark recovery and placement, and established vertical control.

FDOT District Seven, Alt US 19 (SR 60/SR 595), Pinellas County, FL. Rod person for a roadway resurfacing project along Alt US 19 from Palm Avenue to Court Street and from Chestnut to the E. end of the Memorial Bridge. Services included a full topographic survey and DTM with cross sections. A combination of HDS laser scanning and conventional survey methods were used on this project.

FDOT District Seven, US Business 41 (SR 45), Hillsborough County, FL. Rod person for the design survey and right of way control survey for 1.7 miles along US 41 from 47th Street to the McKay Bay Bridge. Included laser scanning of the bridge, 3D topography, recovering existing section corners, location of subdivision and establishing maintained Right of Ways.

Florida Department Environmental of Protection (FDEP). Rod person for cross sections for beach erosion along 35-mile stretch of beach in Pinellas County at 1,000-foot intervals.

Paulo Covani

SUR Rod Person



Education

- Diploma, Robinson High School

Specialized Training

- Route Surveying
- Boundary Surveying
- ALTA/ACSM Surveys
- Topographic Surveys
- Right of Way Surveys
- CAICE Software
- GPS / RTK
- EFB-EFBP
- Robotic Total Stations
- HDS laser scanning

As a Rodman with over 1 years' experience, Paulo Covani's responsibilities have included using stadia and level rods for the collection of topographic and elevation data, clearing brush as needed for field surveys, daily inventory and stocking of crew vehicles, assisting with equipment maintenance, and completing miscellaneous tasks as directed by the Crew Chief.

Mr. Covani's relevant project experience includes:

FDOT District One, District Wide Survey and Mapping Contract 2015, FL. Rod Person for this 5-year on-going contract consisting of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, ROW surveys and various survey support functions for District One.

FDOT District Seven, District Wide Survey and Mapping Contract, FL. Rod Person for task assignments awarded under this 5-year on-going contract consisting of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, ROW surveys and various survey support functions for District Seven.

Hillsborough County, Professional and Miscellaneous Services for Geomatics, Hillsborough County, FL. Rod Person for this miscellaneous surveying and mapping contract for Hillsborough County's Geomatics Division. Project assignments include boundary surveys, photogrammetric control, topographic design surveys and verification, as well as certified Digital Terrain Model (DTM) surveys, right of way surveys, wetland jurisdictional surveys, and horizontal and /or vertical data surveys.

FDOT District Seven, SR 52, Pasco County, FL. Rod person for horizontal and vertical control verification as well as verification of FDOT bench marks within the project limits. Additional effort included cross section checks, height modernization and alignment.

FDOT District Seven, SR 574 (MLK), Hillsborough County, FL. Rod person for boundary, topographic, and mean high water line survey using global positioning system (GPS) and real time kinematic (RTK) technology.

FDOT District Seven, Alt US 19 (SR 60/SR 595), Pinellas County, FL. Rod person for a roadway resurfacing project along Alt US 19 , from Palm Avenue to Court Street and from Chestnut to the E. end of the Memorial Bridge. Services included a full topographic survey and DTM with cross sections. A combination of HDS laser scanning and conventional survey methods were used on this project.

FDOT District Seven, US Business 41 (SR 45), Hillsborough County, FL. Rod person for the design survey and right of way control survey for 1.7 miles along US 41 from 47th Street to the McKay Bay Bridge. Included laser scanning of the bridge, 3D topography, recovering existing section corners, location of subdivision and establishing maintained Right of Ways.

Florida Department Environmental of Protection (FDEP). Rod person for cross sections for beach erosion along 35-mile stretch of beach in Pinellas County at 1,000-foot intervals.

Roland 'Terry' Hall

SUR Rod Person



Education

- Avon Park High School

Specialized Training

- Route Surveying
- Boundary Surveying
- ALTA/ACSM Surveys
- Topographic Surveys
- Right of Way Surveys
- CAICE Software
- GPS / RTK
- EFB-EFBP
- Robotic Total Stations
- HDS laser scanning

Terry Hall has over 1 years' experience with the execution of various survey projects and is involved with the preparation, review, and quality control of topographic, boundary, route, and American Land Title Association (ALTA) surveys, as well as right of way mapping and sketches. He is very familiar with the different electronic field book and mapping systems and software applicable to this contract.

Terry's relevant project experience includes:

FDOT District Seven, District Wide Survey and Mapping Contract FL. Rod Person for this 5-year on-going contract consisting of providing surveying and mapping support to the Department. The work includes miscellaneous field support for design projects, control surveys, ROW surveys and various survey support functions.

FDOT District Seven, SR 52, Pasco County, FL. Rod Person for horizontal and vertical control verification as well as verification of FDOT benchmarks within the project limits. Additional effort included cross section checks, height modernization and alignment.

FDOT District Seven, SR 574 (MLK), Hillsborough County, FL. Rod person for boundary, topographic, and mean high water line survey using global positioning system (GPS) and real time kinematic (RTK) technology.

FDOT District Seven, US Business 41 / SR 685 (Florida Avenue), Hillsborough County, FL. Rod person for baseline 33 recovery, baseline stakeout, baseline referencing, topographic survey, cross sections, benchmark recovery and placement, and established vertical control.

FDOT District Seven, Alt US 19 (SR 60/SR 595), Pinellas County, FL. Rod person for a roadway resurfacing project along Alt US 19 from Palm Avenue to Court Street and from Chestnut to the east end of the Memorial Bridge. Services included a full topographic survey and DTM with cross sections. A combination of HDS laser scanning and conventional survey methods were used on this project.

FDOT District Seven, US Business 41 (SR 45), Hillsborough County, FL. Rod person for the design survey and right of way control survey for 1.7 miles along US 41 from 47th Street to the McKay Bay Bridge. Included laser scanning of the bridge, 3D topography, recovering existing section corners, location of subdivision and establishing maintained Right of Ways.

Florida Department Environmental of Protection (FDEP). Rod person for cross sections for beach erosion along 35-mile stretch of beach in Pinellas County at 1,000-foot intervals.



Christopher L. Lewis, P.E.

Senior Geotech Engr-Bridge Pile Foundation

Office Location: Plant City, FL

Experience: 31 years

Education:

B.S., Geotechnical Engineering, University of South Florida (1997)

M.S., Geotechnical Engineering, University of South Florida (1999)

Professional Registration(s):

P.E.: Florida - No. 58092 (Feb. 2002)

Certification:

PDCA PDA Proficiency - Master

Current Responsibilities:

Mr. Lewis has worked in various capacities of construction for 31 years. He has 23years experience in foundation engineering for numerous projects throughout the United States and abroad. Over the last 23 years he has been involved with several high profile design and construction phase load test programs including: the Woodrow Wilson Bridge, the Cooper River Bridge, the Tiapai Financial Center the LA-1 Bridges and most recently US 331 bridge over Choctawhatchee Bay. Responsibilities on these projects included reviewing and assisting in the development of specifications, developing and implementing load test programs, reducing raw data to provide design values and report results.

His specialties include: Pile Driving Analyzer (PDA), WEAP, CAPWAP Analysis, Embedded Data Collector (EDC), pile capacity evaluation, Pile Integrity Testing (PIT), Rapid Load Testing (Statnamic and RLT), static load testing, foundation design, crosshole sonic logging, and instrumentation. Current PDCA PDA ranking is Master level. He also has a thorough knowledge of Florida Department of Transportation 455 Specification and the operating procedures of FDOT.

Work History:

1991 - 1996 - Central Concrete Products-responsibilities included supervision of up to 4 crews, constructed FDOT gravity walls, curb and gutter, foundations for minor bridges, outfall structures, etc. Worked with engineers in resolving issues with conflict structures. Also, was required to have plan reading skills and an understanding of the FDOT specification.

1996 - 1998 - University of South Florida/FHWA - research for the development of a new method to interpret rapid load testing data. This work included performing and analyzing rapid, dynamic and static load tests.

1998 - 2004 - Applied Foundation Testing - Advanced from Engineering Intern to Geotechnical Engineer. Responsibilities included office and lab management as well as foundation testing and engineering.

2004 - Present - Foundation & Geotechnical Engineering- Founder/Principal Engineer responsible for business development, office management as well as foundation engineering tasks.

Summary of Relevant Experience:

I-95 HOV Widening-South of PGA Blvd. to South of Donald Ross Road - Training on auger cast pile installation, dynamically monitor test piles, observe and evaluate drilled shaft installation, CSL testing, review of CAPWAPS and WEAPs used in recommendations for production pile lengths and criteria. From: 8/08 to 10/11 -**Reference:** Project Manager:Matt GisondiDistrict Geotechnical Engineer - Phone No.: 954-677-7038

Corridor Length \approx 4 miles

NW 74th Street Interchange - North of Sunrise Blvd. to Atlantic Blvd. - Dynamically monitor test piles, CAPWAPs, WEAPs, establish production pile lengths and driving criteria. Perform pile integrity testing to evaluate driven piles. From: 11/06 to 9/09-**Reference:** Project Manager: Wing Heung, Turnpike



Lead Geotechnical Engineer - Telephone No.: 954-934-1154

Corridor Length \approx 2 miles

Recommendations and Guidelines on the use of the Statnamic Load Test System. - Federal Highway Administration sponsored grant through the University of South Florida.

US 17 Wilmington Bypass over Cape Fear River - Wilmington, North Carolina - Project Engineer - Specialty Statnamic and CSL Contractor to TreviCos on behalf of The North Carolina Department of Transportation. Performed Statnamic axial load tests and 50 plus CSL tests on production drilled shafts. Performed Tomography on several drilled shaft foundations as a means of defining anomalies in 3-D space.

Ground Modification Projects- Projects include: the Victory Bridge located in Berth Amboy, New Jersey, Tampa Bay One located in Tampa, FL, Raymond James Financial Center, located in Clearwater, FL and Society Hill Condominiums located in Jersey City, NJ. Victory Bridge and Society Hill used vibro-concrete columns the remaining projects utilized stone columns. In addition, Mr. Lewis developed instrumented static load test programs for design purposes on two projects in Iowa utilizing rigid inclusions.

US 331 over Choctawhatchee Bay, Santa Rosa Beach, Florida - Senior Engineer - Responsible for reviewing and sealing dynamic testing results for over 500 piles utilizing 100% dynamic testing. Also was responsible for developing TSP and installation criteria for deep soil mixing to stabilize existing causeways. From 4/14 to current- **Reference:** Sam Weede, P.E., FDOT District 3 Geotechnical Engineer (850-330-1621).

Corridor Length \approx 4 miles

I-95 Interchanges Operational Improvements, Broward and Palm Beach Counties- Senior Engineer - Performed verification Testing duties including plan review, pile criteria and length reviews and performed verification testing. This project included 6 bridge sites. In addition, Chris we responsible for verifying that soil anchors are installed properly. From 9/13 to current-**Reference:** Matt

Gisoni, P.E., FDOT District Geotechnical Engineer (954-677-7038).

Corridor Length \approx 84 miles

I-75 Managed Lanes Segments A through E-Miami Dade / Broward Counties - CEI Corridor Geotechnical Engineer - Project included bridge, sound wall, and drilled shaft construction. Bridge construction include both shallow and deep foundations. Work also included settlement analysis and vibration monitoring. From 3/14 to current - **Reference:** Matt Gisoni, P.E., FDOT District Geotechnical Engineer (954-677-7038).

Corridor Length \approx 15 miles

Flagler Memorial Bridge- FDOT Geotechnical Consultant - Project included design review of post grouted drilled shafts and specialized instrumentation installation and monitoring. Utilized down-hole geophones and internal strain gages in drilled shafts. From 4/12 to 8/14 -**Reference:** Matt Gisoni, P.E., FDOT District Geotechnical Engineer (954-677-7038).

Corridor Length \approx 0.5 miles

SR 821 (HEFT) Widening from North of SW 184th St (Eureka Drive) to South of SW 104th St (Killian Pkwy)- Miami Dade County - Senior Geotechnical Engineer - Project included bridge and drilled shaft construction. Performed verification testing services including plan reviews and field testing. From 9/14 to present -**Reference:** Wing Heung, P.E., Lead Geotechnical Engineer (954) 934-1154.

Corridor Length \approx 5.5 miles

Pensacola Bay Bridge, Escambia & Santa Rosa Counties, Florida - Principal Engineer - Responsible for reviewing and sealing dynamic testing results for over 2,400 piles utilizing 100% dynamic testing and standard driving criteria methods. From 11/4/16 to current - **Reference:** Sam Weede, P.E., FDOT District 3 Geotechnical Engineer (850-330-1621).

Corridor Length \approx 4 miles



Thomas J Petty Jr.

Senior Geotechnical Technician for Pile Foundations

Office Location: Plant City, FL

Experience: 16 years

Education:

B.A., Environmental Studies/Geology, Eckerd College (2007)

Certification:

PDCA PDA Proficiency - Master

CTQP - Pile Driving Inspector TIN#P30083084

Current Responsibilities:

Mr. Petty has 16 years experience in the field of geotechnical engineering and foundation engineering for several projects throughout the United States. Over the last 15 years he has been involved with the management and testing of many projects including Interstate 275 Improvements, Interstate 95 Interchanges Operational Improvements, FLL International Airport Runway Expansion over US Highway 1, and Gulf Intracoastal Waterway West Closure Complex.

His specialties include: Pile Driving Analyzer (PDA), WEAP Analysis, CAPWAP Analysis, Cross-Hole Sonic Logging (CSL), Thermal Integrity Profiling (TIP) and Static Load Testing. Current PDCA PDA ranking is Master level. He also has a well-rounded knowledge of Florida Department of Transportation 455 Specification and the operating procedures of FDOT.

Work History:

2006 - 2007 – Geo-Technologies – Staff Scientist, responsibilities included supervision of up to 2 drilling crews, soil classification, elevation surveys, coordination of geotechnical subsurface investigations, and preparation and reporting of site recommendations for shallow foundations.

2007 - 2018 – Professional Service Industries (PSI) – Senior Project Manager and Principal Consultant, responsibilities included management and implementation of high-strain dynamic pile testing programs, performed CAPWAP and WEAP analysis, prepared drive criteria letters and foundation certification packages, coordination of PDA testing personnel, as well as review and quality control for high-strain dynamic pile testing data and analysis company wide.

2018 - Present – Foundation & Geotechnical Engineering, LLC (FGE) – Senior Project Manager, responsible for office management and coordination of field testing personnel, project management and implementation of high-strain dynamic pile testing programs, perform CAPWAP & WEAP analysis, prepare and review drive criteria and foundation certification packages, perform testing and analysis for drilled shafts using both Cross-Hole Sonic Logging and Thermal Integrity Profiling test methods.

Summary of Relevant Experience:

I-95 Interchanges Operational Improvements, Broward and Palm Beach Counties – Project Specialist – Coordination of PDA testing and pile inspection personnel, dynamically monitor test piles and production piles, CAPWAP analyses, preparation of foundation certification packages for 6 bridge structures. From 4/15 to 10/17 – **Reference:** Matt Gisondi, P.E., FDOT District Geotechnical Engineer (954-677-7038)

Corridor Length ≈ 48 miles

Interstate 75 Widening from North of CR 54 to North of SR 52, Pasco County – Project Specialist - Dynamically monitor production piles, CAPWAP analyses, preparation of foundation certification packages. From 6/15 to 2/17 - **Reference:** Teresa Puckett, P.E., FDOT District Geotechnical Engineer (863-519-4246).

Corridor Length ≈ 6.7 miles

Interstate 275 Reconstruction from East of SR 60 to Downtown Tampa, Hillsborough County – Project Specialist – Dynamically monitor test piles, CAPWAP



and WEAP analyses, preparation of pile length letters, pile installation criteria letters and foundation certification packages for 19 bridge structures. From 7/12 to 6/16 – **Reference:** Teresa Puckett, P.E., FDOT District Geotechnical Engineer (863-519-4246).

Corridor Length ≈ 4.2 miles

SR 821 (HEFT) Widening from North of SW 184th St (Eureka Drive) to South of SW 104th St (Killian Pkwy), Miami Dade County – MAT Project Manager - Performed verification testing including plan review and dynamic monitoring of test piles and dynamic monitoring of epoxy dowel spliced concrete piles. From 7/16 to 5/17 – **Reference:** Wing Heung, P.E., Lead Geotechnical Engineer (954-934-1154)

Corridor Length ≈ 5.5 miles

SR 69 over Stafford Creek – Calhoun County – Project Manager – Dynamically monitor test piles and production piles, CAPWAP analyses, preparation of foundation certification packages. From 12/14 to 12/15 - **Reference:** Sam Weede, P.E., FDOT District Geotechnical Engineer (850-330-1621).

Corridor Length ≈ 0.4 miles

I-75 Interchange Improvements at University Parkway - Sarasota & Manatee Counties – Project Specialist – Responsible for dynamically monitoring test piles for 3 bridge structures, performed CAPWAP & WEAP analyses, prepared pile length and drive criteria letters. From 2/15 to 12/16 - **Reference:** Teresa Puckett, P.E., FDOT District Geotechnical Engineer (863-519-4246)

Corridor Length ≈ 3.5 miles

WBVD-90 Gulf Intracoastal Waterway West Closure Complex – Belle Chase, LA – Project Manager – Dynamically monitored test piles and production piles, CAPWAP & WEAP analyses, preparation of dynamic testing reports and pile installation criteria. From 6/08 – 9/10

SR 15 Bridge Replacement over Soldiers Creek – Project Manager – Responsible for performing dynamic monitoring for production piles, performing CAPWAP analyses and preparing PDA Results Report. From 4/18

to 7/18 - **Reference:** Sam Hannadawod, E.I., FDOT Geotechnical Project Manager (386-740-3493)

Corridor Length ≈ 3.1 miles

SR 847 (NW 47th Ave) over Snake Creek – Project Manager – Responsible for coordinating PDA testing personnel and performing dynamic monitoring for the test pile program and/or production piles, performing CAPWAP & WEAP analyses and preparing pile length and pile installation criteria. From 4/19 to 2/20 - **Reference:** Matt Gisondi, P.E., FDOT District Geotechnical Engineer (954-677-7038)

Corridor Length ≈ 2.4 miles

SR 821 (HEFT) Widening from I-75 to Miramar – Broward & Miami-Dade Counties – Project Manager – Responsible for coordination of testing personnel and coordinating with the general consultant to Florida's Turnpike, dynamically monitoring test piles and production piles for 5 bridge structures, performed CAPWAP & WEAP analyses, prepared pile length, drive criteria letters and dynamic testing reports. Perform testing and analysis for miscellaneous shafts using CSL and TIP methods and prepare TIP Reports. From 12/18 to 1/21 - **Reference:** Wing Heung, P.E., Lead Geotechnical Engineer (954-934-1154)

Corridor Length ≈ 7.0 miles

Florida's Turnpike - All Electronic Tolling Phase 8 – Palm Beach, Martin, St. Lucie, Indian River, Okeechobee and Osceola Counties – Project Specialist – Responsible for coordination of testing personnel and coordinating with the general consultant to Florida's Turnpike, perform testing and analysis for toll gantry shafts at 12 toll sites using TIP method and prepare TIP Reports. From 12/19 to Current - **Reference:** Wing Heung, P.E., Lead Geotechnical Engineer (954-934-1154)

Corridor Length ≈ 148.0 miles



Matthew Piszczynski

Senior Geotechnical Technician for Drilled Shaft Foundations

Office Location: Plant City, FL

Years of Experience: 7 Years

Education: Coral Springs High School (June 2010)

CTQP Qualifications: TIN# P25254091

Pile Driving Inspection

Drilled Shaft Inspection

Auger Cast Pile

Current Responsibilities:

Matthew Piszczynski has worked and is currently working on projects testing foundations using methods such as Cross-Hole Sonic Logging (CSL), pile driving analysis (PDA), drilled shaft inspection, pile driving inspection, static load testing, rapid load testing (RLT), thermal integrity testing (TIP) and pile integrity testing (PIT). He is also experienced with vibration monitoring, SPT rig calibrations, auger cast pile inspection, & hydraulic jack calibrations. Other responsibilities include writing reports for the previously mentioned tests, preparing equipment and properly packing it before it is sent out in the field and upkeep of all equipment as far as cleanliness and repair.

Summary of Work History:

2015 – Present – Foundation & Geotechnical Engineering – Geotechnical Technician responsible for field testing, shop upkeep, gage & cable repair / cleaning, and vehicle upkeep.

Summary of Experience:

FDOT District 3 – Choctawhatchee Bay 331 (4/14-6/16)

Responsible for dynamic monitoring of 100% PDA production piles. Performed set checks. Had to be sure all gage calibrations were correct, and all equipment was in working order. Also, responsible for making sure the engineers have all data. **Reference:** Sam Weede District 3 Geotechnical Engineer Telephone.: (850) 330-1621

FDOT District 3 – Pensacola Bay Bridge (7/17 – Current)

Responsible for dynamic monitoring of 100% PDA production piles and test piles. Performed set checks and helped manage all equipment on and off site. Had oversight over the other technicians on the project. Helped perform static load testing. **Reference:** Sam Weede District 3 Geotechnical Engineer Telephone: (850) 330-1621

FDOT District 7 – Courtney Campbell Causeway (8/18 – Current)

Responsible for the drilled shaft inspection of the shafts for the relief bridge structural shafts. Reporting everything including SID analysis in the drilled shaft logs. **Reference:** Teresa (Terry) Puckett District 1/7 Geotechnical Engineer Telephone: (863)519-4246

FDOT District FTE – Osceola Parkway (5/17-Current)

Performed dynamic monitoring of production and test piles using a PDA. Performed CSL and Thermal Integrity tests on drilled shafts. Helped set up and perform Static load testing. **Reference:** Roger Gobin Geotechnical Engineer (407) 264-3839

FDOT District 5 – I-4 Ultimate (5/15 – Current)

Over site inspection of piles and drilled shafts. Verification set checks using a PDA. Performed CSL and Thermal Integrity tests on drilled shafts. Responsible for getting all data sent to the engineers. **Reference:** Michael Byerly District 5 Geotechnical Engineer Telephone.: (386) 740-3501

FDOT District 3 - I75 over SR 52(11/16-3/17)

Responsible for dynamic monitoring of 100% PDA production piles. Also, inspection and driving of



production piles, using a saximeter, following a driving criteria. **Reference:** Sam Weede District 3 Geotechnical Engineer Telephone.: (850) 330-1621

FDOT District 3 - I-10 & US 29 (3/16-10/16)

Responsible for dynamic monitoring of 100% PDA production piles. Performed set checks. Had to be sure all gauge calibrations were correct, and all equipment was in working order. **Reference:** Sam Weede District 3 Geotechnical Engineer Telephone.: (850) 330-1621

FDOT District 1 - Burnt Store Road Widening (3/11-Current)

Responsible for dynamic monitoring of 100% PDA production piles. Performed set checks. Had to be sure all gauge calibrations were correct, and all equipment was in working order. **Reference:** Teresa (Terry) Puckett District 1/7 Geotechnical Engineer Telephone.: (863) 519-4246

FDOT District FTE - Sunrise Blvd & The Turnpike (3/16-Current)

Used thermal testing equipment and relevant software to test drilled shafts for integrity. Responsible for getting the data transferred to engineers for evaluation. Performed PDA set checks. **Reference:** Wing Hung P.E. Turnpike lead Geotechnical Engineer Telephone.: (954) 934-1154

FDOT District 5 - SR 528 and I-4 (9/16 – 11/17)

Used thermal & CSL testing equipment and relevant software to test drilled shafts for integrity. Responsible for getting the data transferred to engineers for evaluation. **Reference:** Michael Byerly District 5 Geotechnical Engineer Telephone.: (386) 740-3501

FDOT District 5 – Sections 2,6, & 8 Wekiva (7/13 – Current)

Dynamic testing on test piles and production piles using a PDA, also performed set checks. Responsible for all data to be transferred to an engineer. **Reference:** Michael Byerly District 5 Geotechnical Engineer Telephone.: (386) 740-3501

FDOT District 5 – SR 408 & SR 417 (3/16 – Current)

Performed dynamic testing on test piles and production piles using a PDA. Also, performed set checks. Responsible for all data to be transferred to an

engineer. **Reference:** Michael Byerly District 5 Geotechnical Engineer Telephone.: (386) 740-3501

FDOT District 6 - SR 821 HEFT (3/18-8/19)

Used thermal testing equipment and relevant software to test drilled shafts for integrity. Responsible for getting the data transferred to engineers for evaluation. **Reference:** Michael Kim District 4 Geotechnical Engineer Telephone.: (954) 677-7030

FDOT District 7 - Veterans Memorial Bridge (7/16 – Current)

Drove production piles using a PDA, also performed set checks. Responsible for all data to be transferred to an engineer. **Reference:** Teresa (Terry) Puckett District 1/7 Geotechnical Engineer Telephone.: (863) 519-4246

FDOT District 7 - Veterans Expressway (10/16-Current)

Perform CSL and use relevant software to test drilled shafts for integrity. Responsible for reporting results. Also, used a PDA to drive production steel piles and perform set checks. **Reference:** Teresa (Terry) Puckett District 1/7 Geotechnical Engineer Telephone.: (863) 519-4246

FDOT District 3 – US 90 Over I-10 (6/15-7/17)

Vibration monitoring for roadway compaction and pile driving. Responsible for the proper installation of geophones, and the upkeep of the equipment. Also, responsible completing vibration monitoring report. **Reference:** Sam Weede District 3 Geotechnical Engineer Telephone.: (850) 330-1621



Danny Winters, Ph.D., P.E. Senior Geotechnical Engineer

Office Location: Plant City, FL

Experience: 22 years

Education:

B.S., Geotechnical Engineering, University of South Florida (2000)

M.S., Geotechnical Engineering, University of South Florida (2002)

Ph.D., Geotechnical Engineering, University of South Florida (2013)

Professional Registration(s):

P.E.: Florida - No. 75636 (Jan. 2013)

Certification:

PDCA PDA Proficiency - Advanced

Current Responsibilities:

Dr. Winters has 22 years of experience in foundation engineering for numerous projects throughout the United States and abroad. He has been involved with several high profile design and construction phase verification test programs including: the PGA Blvd Instrumentation & Statnamic Load Testing of Pressure Grouted Drilled Shafts, the Trump Towers Post Grouting Pilot Program in Rock Sockets, Ocala Judicial Building Extension, I-35W St. Anthony Falls Bridge, Grove Isle FRP Bridge Repair, and most recently SR 83 over Choctawhatchee Bay. Responsibilities on these projects included reviewing and assisting in the development of specification, collecting and reviewing test data and report results.

His specialties include: Pile Driving Analyzer (PDA), WEAP, CAPWAP Analysis, Thermal Integrity Testing, Pile Integrity Testing (PIT), Rapid Load Testing (Statnamic and RLT), static load testing, foundation design, cross-hole sonic logging, FRP design and implementation, and data collection and instrumentation.

Work History:

1999 - 2014 - University of South Florida - Research associate responsible for research development of a new method to interpret rapid load testing data, post grouting drilled shaft tips, thermal integrity testing of drilled shafts. This work included performing and analyzing rapid, dynamic and static load tests, developing design guidelines for post grouted drilled shafts, and developing equipment and testing procedures for thermal integrity testing.

2014 - Present - Foundation & Geotechnical Engineering - Senior geotechnical engineer responsible for field testing, data analysis and plan reviews.

Summary of Relevant Experience:

I-395/SR 836/I-95 Project – Miami-Dade County, Florida - Senior Geotechnical Engineer – Reviewed thermal integrity testing data for 60 auger cast piles for bridge structures. From 2019 to current - Reference: Matt Gisondi, P.E., FDOT District 4 & 6 Geotechnical Engineer (954-677-7038).

Corridor Length ≈ 5 miles

SR A1A/SR 200 DDI I-95 Reconstruction, Yulee, Florida - Senior Geotechnical Engineer - Performed verification testing services on drilled shafts. From 1/17 to current- **Reference:** Ben Watson, P.E., FDOT District 2 Geotechnical Construction Engineer (352-283-3049).

Corridor Length ≈ 2.0 miles

I-295 Managed Lanes, Jacksonville, Florida - Senior Geotechnical Engineer - Performed thermal integrity testing services on drilled shafts. From 9/16 to 10/18- **Reference:** Ben Watson, P.E., FDOT District 2 Geotechnical Construction Engineer (352-283-3049).

Corridor Length ≈ 14.0 miles

SR 23 (NB), Middleburg, Florida - Senior Geotechnical Engineer - Performed thermal integrity testing services on drilled shafts. From 1/15 to 1/17- **Reference:** Ben Watson, P.E., FDOT District 2 Geotechnical Construction Engineer (352-283-3049).

Corridor Length ≈ 6.0 miles

I-4 Ultimate, Orlando, Florida - Senior Engineer / Foundation Review Consultant - Responsible for reviewing foundation certification packages to ensure all elements were constructed per design specifications.



Performed verification testing on steel and concrete piles and drilled shafts. From 10/14 to current - **Reference:** Kathy Gray, P.E., FDOT District 5 Geotechnical Engineer (386-740-3522).

Corridor Length ≈ 21 miles

Wekiva Parkway from CR 435 to the SR 46 Interchange, Orange & Lake Counties, FL - Performed verification testing services which included review of pile certification packages and PDA set-check testing of production piles. From: 8/08 to 10/11 -**Reference:** Project Manager; Zachary Sullivan, Geotechnical Engineer - Phone No.: 386-740-3522

Corridor Length ≈ 7 miles

US 331 over Choctawhatchee Bay, Santa Rosa Beach, Florida - Senior Engineer - Responsible for instrumentation and monitoring surcharge test section for soil mixing design. Reviewed soil mixing logs for certification of elements. PDA restrike and redrives of test piles. From 4/14 to 03/17 - **Reference:** Sam Weede, P.E., FDOT District 3 Geotechnical Engineer (850-330-1621).

Corridor Length ≈ 4 miles

I-75 Managed Lanes Segments A through E - Miami Dade / Broward Counties - CEI Corridor Geotechnical Engineer - Project included bridge, sound wall, and drilled shaft construction. Bridge construction include both shallow and deep foundations. Work also included settlement analysis and vibration monitoring. Attended pre-activity meetings for each Segment, onsite for demonstration piles, over-the-shoulder review of inspectors and contractor communication during construction, reviewed pile logs and FCP and performed integrity verification testing. From 3/14 to current - **Reference:** Matt Gisondi, P.E., FDOT District 4 & 6 Geotechnical Engineer (954-677-7038).

Corridor Length ≈ 15 miles

Flagler Memorial Bridge - FDOT Geotechnical Consultant - Project included design review of post grouted drilled shafts and specialized instrumentation installation and monitoring. Utilized down-hole geophones and internal strain gages in drilled shafts. From 4/12 to 8/14 - **Reference:** Matt Gisondi, P.E., FDOT Assistant Geotechnical Engineer (954-677-7038).

Corridor Length ≈ 0.5 miles

SR 821 (HEFT) Widening from North of SW 184th St (Eureka Drive) to South of SW 104th St (Killian Pkwy) - Miami Dade County - Senior Geotechnical Engineer - Project included bridge and drilled shaft construction. Performed verification testing services including plan reviews and field testing. From 9/14 to present - **Reference:** Wing Heung, P.E., Lead Geotechnical Engineer (954) 934-1154.

Corridor Length ≈ 5.5 miles

Crosstown Connector Project - Tampa, Florida - Geotechnical Engineer - Performed verification testing services on numerous drilled shafts. From 5/11 to 12/14 - **Reference:** Terry Puckett, District Geotechnical Engineer (863) 519-4246.

Corridor Length ≈ 1 mile

SR 10 (Nine Mile Road) Project – Escambia County, Florida - Senior Geotechnical Engineer - Performed review of pile logs and FCP. Provided recommendations for verification testing on ACIP piles not meeting specifications. From 2016 to current - **Reference:** Gabriel Camposagrado, P.E., FDOT District 3 Geotechnical Design Engineer (850-330-1636).

Corridor Length ≈ 2.4 miles

SR 35 (US 17) over Joshua Creek Project – Desoto County, Florida - Senior Geotechnical Engineer – Performed PIT testing on 11, 32 inch diameter, 22 feet long auger cast piles for sound wall to determine acceptability of piles with reported specification violations. From 03/17 - **Reference:** Keith Ellis, P.E., FDOT District 1 and 7 Geotechnical Engineer (863-519-4225).

Corridor Length ≈ 2 miles

I-95 Express Lanes Phase 3 Project – Broward & Palm Beach Counties, Florida - Senior Geotechnical Engineer - Attended pre-activity meeting, reviewed pile logs and FCP for final acceptance. Auger cast pile responsibilities included site verification for method and test piles and review of 167 pile logs for foundation certification packages on three sound walls and one bridge pier with 9 piles. From 2018 to current - **Reference:** Matt Gisondi, P.E., FDOT District 4 & 6 Geotechnical Engineer (954-677-7038).

Corridor Length ≈ 10 miles



D UNDERSTANDING, APPROACH, & MANAGEMENT PLAN

PROJECT UNDERSTANDING

CFTOD plays an important role in maintaining and improving the infrastructure that supports one of the world's most vibrant tourist destinations. Infrastructure projects must be executed with high safety, quality, and compliance standards. CFTOD is looking for a consultant to provide CEI and construction management services on a task-work order basis for a period of three years. Key focus areas include maintaining smooth traffic flow, meeting strict quality standards, and managing project costs and timelines effectively. By having a dedicated on-call CEI consultant, CFTOD can better manage project timelines, reduce risks, and respond to the evolving needs of its tourism-driven economy. Additionally, maintaining well-managed infrastructure is crucial for sustaining the district's appeal and operational efficiency, directly impacting the success of its tourism and business activities.

Key Objectives for this Contract



Safety and Traffic Management: We understand the critical need for achieving uninterrupted traffic flow, particularly in high-traffic tourist zones, per **Section 12.1** of the LOI, which emphasizes traffic inspection and coordination, so we meet and exceed expectations in minimizing disruption. Our staff, fully certified in Advanced and Intermediate MOT, will implement dynamic traffic management plans, utilizing real-time drone surveillance to monitor and adjust traffic flows as needed. Our team is aware that most, if not all, lane closures will be performed during the night and will be adjusted based on nighttime events such as holiday events. We coordinate with Steven (Max) Elliott, PE, Traffic Operations Supervisor at FDOT for signal timing efforts.



Bridge Inspections: We fully recognize the importance of bridge inspections and reporting per **Section 12.6**, where compliance with FDOT and National Bridge Inspection Standards (NBIS) is mandatory. Our inspectors are certified to carry out these inspections with precision and accuracy. TranSystems brings a team that specializes in bridge inspections and will seamlessly integrate with our project team and structure.



Asphalt: Our team understands and has previous experience with the unique asphalt requirements throughout the district. We are dedicated to meeting the district's expectations and delivering the highest-quality asphalt for our projects, giving you confidence in our expertise.



Timely Project Completion: Based on our experience with time-sensitive projects in Florida's busy districts, we recognize the need for a robust schedule management plan. Using Primavera P6, we will carefully manage and monitor the project timeline, adjusting work schedules based on potential weather delays and unforeseen circumstances. This approach aligns with the **Section 12.6** requirements for timely resolution of project issues.



Stakeholder Coordination: In addition to achieving timely project delivery, we recognize the primary goal of this initiative is to improve road safety and infrastructure reliability. This is essential for maintaining CFTOD as a safe and accessible destination for millions of visitors, including the traveling public, park and hotel guests, and employees. We are committed to coordinating with all stakeholders to minimize disruptions and verify the needs of each group are met throughout the project.



Cost Control: Our team is committed to strict adherence to the cost control protocols outlined in **Section 13.9**, verifying all change orders and claims are assessed fairly and promptly. Our use of HeadLight FieldBook for daily documentation of work progress will ensure transparent reporting and early identification of any potential issues, supporting both quality control and cost management. We will also leverage our experience with FDOT standards to verify all work meets or exceeds the required quality thresholds, as detailed in **Section 13.5**.



Quality Assurance (QA): As with all of our projects, we will create a project-specific QA/Quality Control (QC) plan. All construction activities must meet or exceed the quality standards outlined in the contract documents and approved shop drawings. **Section 13.5** specifies the QA/QC program requirements, including inspections and testing, to verify compliance with these standards. Our approach to quality is detailed in **Section F**.



Environmental and Safety Compliance: We are committed to meeting environmental regulations and safety standards. This involves implementing stormwater pollution prevention and erosion control and verifying compliance with all permit regulations for wetlands and protected species. Our staff has an established relationship for environmental coordination, as we currently collaborate with Melissa Pulver, CFTOD Regulatory Compliance Supervisor in the Planning and Engineering Department on erosion control activities on our I-4 at SR 535 project. CFTOD can be confident we are dedicated to a safe and environmentally responsible project.



D UNDERSTANDING, APPROACH, & MANAGEMENT PLAN

APPROACH AND MANAGEMENT PLAN

This on-call contract represents a vital investment from CFTOD in the community’s infrastructure, directly enhancing the safety, accessibility, and overall experience for residents and millions of visitors annually. As a key gateway to some of Florida’s most beloved attractions, the region demands a strong and responsive approach to construction oversight that meets regulatory standards and reflects the unique needs of a vibrant, high-traffic environment. TranSystems’ commitment to quality and efficiency verifies infrastructure improvements are executed smoothly, supporting local businesses and the tourism economy while fostering a safe and enjoyable atmosphere for all who traverse these essential corridors.

CFTOD needs a CEI consultant’s approach and management plan to outline a clear strategy for efficient project oversight, including fully CTQP qualified staffing, scheduling, and QA processes. Our approach details methods for verifying compliance with regulations and risk management protocols, and how our team will address unexpected challenges to maintain project timelines and budget controls. TranSystems has a strong, well-established history of managing a wide range of capital improvement projects, including on-call contracts for local agencies, counties, cities, and private clients. As a qualified, local firm, we understand the specific needs of Central Florida, allowing us to deliver tailored solutions that meet project requirements while maintaining strict control over budgets and schedules.

Our success is rooted in a deep understanding of each project’s scope and a proactive approach to resource management, so we are always prepared. We have a deep bench of staff to utilize for any assignment. The key strengths of TranSystems’ staff—**flexibility and responsiveness**—enable us to quickly adapt to unexpected challenges and deliver exceptional service while upholding the highest standards of quality, efficiency, and financial responsibility.

Our organizational structure for this contract is designed to support multiple concurrent priorities effectively. Our principals and project leaders—Dominic Fiandra, CMIT; Todd Womick, PE; and Mark DeLorenzo, PE—proactively oversee projects, strategically assigning staff so the best inspection team aligns with each project’s scope. This proactive approach allows our team to respond swiftly and effectively to resource management and any unforeseen circumstances that may arise.



Delivering Expert CEI Staff For On-Call Contracts

TranSystems excels in delivering on-call CEI services by leveraging a highly experienced team with expertise in managing complex infrastructure projects. With a proven track record in high-traffic, high-stakes environments, our team achieves compliance, safety, and efficient project delivery. Our proactive approach to problem-solving, commitment to quality, and ability to seamlessly coordinate with stakeholders makes TranSystems the top choice for reliable, on-demand CEI services.

Kirkman Interchange



D UNDERSTANDING, APPROACH, & MANAGEMENT PLAN

The TranSystems project approach is tailored to achieve the following principles:

- Safe passage and continued mobility through the work zone for the CFTOD community throughout the project's duration for the safety of the workers and the CEI team.
- Schedule control to achieve timely completion of each TWO.
- Control of cost by determining entitlement, negotiating fairly and without delays.
- Quality of materials incorporated, and work completed for compliance with the contract documents and/or approved shop drawings.

TranSystems is proactive. We believe that it is our job to help clear the path of obstructions so the contractor can perform the work. We take ownership of our decisions based on sound engineering judgment. TranSystems understands that customers in highly traveled tourist areas expect a higher level of convenience, mobility, aesthetics, and maintenance. Therefore, all traffic impacts, such as lane closures, road closures, and detours, will be vetted and only approved when essential for the safety of motorists and workers, not for the contractor's convenience. TranSystems understands the challenges of executing construction projects for tourist districts, having been a team member for constructing new corridors and widening existing corridors on RCID, Universal, and FDOT District Five projects.

Given the diverse nature of projects—from roadway improvements to utility installations—our approach is designed to provide comprehensive CEI services tailored to each TWO while achieving minimal disruption to high-traffic tourist areas.

Task Work Order Management

Upon receiving a new Task work order, our Project Manager, Dominic Fiandra, will assess CFTOD's specific needs to align with project objectives and tailor the approach accordingly. He will develop a work plan detailing required inspections, quality control measures, safety protocols, and reporting schedules.

- Dominic will clearly define the project's scope of work, outlining deliverables, timelines, and responsibilities.
- Depending on the complexity and scale of each work order, Dominic will assign the appropriate level of personnel, from Senior Project Engineers to field Inspectors, verifying all team members are familiar with the project's specific goals and challenges.
- Once staffing is complete, Dominic will prepare a comprehensive budget that reflects the project scope, staffing, and equipment needs.
- Dominic will then discuss the scope and staffing with CFTOD to finalize the details and ensure any necessary adjustments are swiftly made to avoid delays, for seamless collaboration and project execution.

Construction Inspection

- Our inspectors will conduct daily site visits and monitor the contractor's work for compliance with design plans, safety regulations, and environmental standards. This includes earthwork, paving, bridge, drainage, and utility relocation activities.
- Our team will coordinate with FDOT certified laboratories to conduct materials testing, including asphalt, concrete, and soil compaction tests, to verify all construction materials meet project specifications.
- TranSystems will use advanced tools, including drones for aerial surveys and digital project management platforms, to monitor progress, document site conditions, and identify potential issues early in construction.
- Before major project milestones (such as concrete pours or utility tie-ins), we will hold pre-inspection meetings with contractors to review standards and expected outcomes.
- Our team will document any deviations from the plans or standards, immediately notify the contractor, and work with them to resolve the issue before it impacts the project schedule or safety.

Reporting and Budget Tracking

- Dominic will prepare and submit detailed monthly progress reports to CFTOD, outlining project milestones, completed tasks, Time Vs Money analysis, and a report of any potential issues or delays..
- A monthly invoice will be generated and submitted so all work performed is properly documented and billed per the agreed-upon budget.
- Small/Disadvantaged Business Enterprises utilization is tracked for compliance with project goals and regulatory requirements.
- Dominic will proactively assess upcoming project needs, such as staffing, equipment, or budget adjustments, so the project stays on track and avoids delays.



D UNDERSTANDING, APPROACH, & MANAGEMENT PLAN

Safety and Traffic Management

Working within the CFTOD requires heightened attention to public safety, especially given the high pedestrian and vehicular traffic in tourist areas. Our approach emphasizes:

- Daily safety audits verifying all personnel, equipment, and processes adhere to CFTOD's stringent safety requirements and OSHA regulations.
- We will work closely with traffic control teams to manage lane closures and detours, achieving minimal disruption to the public while maintaining safety in work zones.
- For projects near tourist attractions, we will maintain open communication with local businesses and provide clear, well-communicated detours or road closure notices to the public.

Emergency Response

TranSystems has a proven track record of providing emergency response services across Florida, including Central Florida and the CFTOD district. With Dominic and Mark residing just outside the District, our team has the proximity and local expertise necessary to respond swiftly (20 minutes or less) to emergencies. Whether it is hurricanes, utility disruptions, flooding, traffic signal outages, or accidents, we integrate emergency response as a proactive component of our daily project management. For example, our Kirkman project team has a great track record for handling emergencies in high tourist areas, as well as for Lockheed Martin. Dominic is currently our on-call 24/7 responder for Lockheed. After dedicating 30 years to FDOT District Five, serving as District Construction Engineer and Assistant District Construction Engineer, Senior Project Engineer Todd Womick, PE, joined TranSystems and has provided on-call emergency response inspections to the District as part of an Areawide CEI contract.

Our team is available 24/7 and is positioned to handle unexpected issues efficiently, minimizing disruptions to infrastructure and public safety. We have staff experienced in emergency response located throughout Central Florida and have provided emergency response for nearly all FDOT districts. TranSystems' local and national emergency response experience has allowed us to develop in-house protocols for emergencies. All designated emergency inspection staff maintain a "go-bag" with their PPE, a change of clothes, bottled water, and other essential items.

Documentation

We will provide comprehensive documentation and regular reports on the progress and status of each task order. This includes:

- Daily Work Reports (DWRs): Detailed reports documenting construction activities, compliance checks, and any issues encountered.
- Weekly Progress Reports: Summary reports for the CFTOD outlining completed work, upcoming activities, and any potential schedule adjustments.
- QC Reports: Comprehensive QA/QC logs, including testing results, inspection findings, and corrective actions taken during the project. **(Our QA/QC process is fully outlined in Section E.)**

Project Close-Out

For each work order, we will conduct a thorough close-out process that includes:

- Submission of all DWRs, materials test results, log books, and as-built drawings.
- Completion of Punch List items, verifying all are addressed and signed off by the contractor, CFTOD, and our inspection team.
- Implementation of "lessons learned" and feedback from CFTOD to improve future processes, achieving continuous improvement in service delivery and project management.

TranSystems' flexible approach and management plan allow us to adapt quickly to the varying needs of CFTOD's projects. With a deep bench of experienced inspectors, surveyors, and engineers, we are equipped to deliver high-quality, timely, and compliant services, achieving successful project outcomes with minimal disruption to the public and tourism activities.

STAFFING PLAN



THE RIGHT STAFF AT THE RIGHT TIME

A solid staffing plan is essential for CEI contracts to confirm the right personnel are available at every stage of the project. It helps maintain project timelines, control costs, and ensure compliance with safety and quality standards, which are critical for the CFTOD's infrastructure and tourism operations.

TranSystems' staffing plan is designed to benefit the CFTOD. Our team of highly qualified professionals with extensive experience working on complex construction projects provides efficient resource allocation, flexibility, and adaptability to changing project demands. Our proven track record in delivering on similar high-profile projects in the region, such as the Kirkman Extension where we consistently met tight deadlines while maintaining strict quality and safety standards, demonstrates our ability to be a reliable partner for CFTOD's needs.

Our staffing plan for this contract offers a deep bench of professionals from TranSystems and our subconsultants capable of handling multiple concurrent task work orders under this contract. With a broad range of engineers, inspectors, and technical specialists, TranSystems can allocate personnel efficiently across various projects without compromising quality or timelines. This depth allows for flexibility in scaling up resources quickly to meet the district's needs, so each Task Work Order receives focused attention while maintaining overall project continuity. The availability of backup staff and cross-trained team members is a key feature of our plan, enhancing our ability to seamlessly manage overlapping project requirements and providing reliable performance throughout the contract.

Dominic Fiandra, CMIT serves as Project Manager for this contract. Dominic will oversee the overall execution and administration of the contract and is responsible for coordinating the staffing plan, managing resources, tracking progress, verifying safety and quality standards compliance, and resolving any disputes or challenges. Ultimately, Dominic will verify the project is staffed and delivered successfully and meets the district's expectations.

TranSystems employs a comprehensive staffing management approach incorporating project management software such as Primavera CM13 and Microsoft SharePoint, alongside teleconferences, video conferences, email, and on-site/office visits. This enables us to clearly and accurately understand resource allocation versus workload. Dominic has successfully managed multiple projects across various locations without complications, such as the Kirkman Extension. He prepares monthly progress reports and weekly updates so each task order's scope, budget, and schedule align with contract requirements, facilitating the successful completion of all deliverables.

When CDOT issues a task order, Dominic will carefully assess the required services to assign the right personnel. With our highly qualified in-house construction engineering staff and the extensive resources of our subconsultants, TranSystems provides the most skilled team members with the relevant experience needed for successful project completion. Dominic will maintain ongoing communication with our subconsultants and regularly review staffing qualifications to mobilize the best resources available. This approach will help us maintain budgetary goals while delivering a top-tier inspection team.

This contract will be managed from our local Orlando office at:

200 E Robinson Street
Suite 600
Orlando, FL 32801

Please see our Organizational Chart on the following page. **All proposed staff are ready and available to serve CFTOD on this contract.**

INFORMATION SUPPORT

For this contract, the staff below are authorized to give and support information, both in writing and oral presentation, for TranSystems.

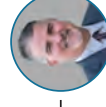
James "Bo" Sanchez, PE
Principal-in-Charge
bsanchez@transystems.com
321-436-7172

100% Available
Team

COMPREHENSIVE CEI RESOURCES FOR FLEXIBLE AND RESPONSIVE SUPPORT

TranSystems offers a comprehensive range of CEI resources to support CFTOD on an on-call basis. Our team consists of highly experienced and fully qualified project administrators, inspectors, contract support specialists, and surveyors, enabling us to efficiently handle diverse tasks. We prioritize flexibility and responsiveness, allowing us to quickly adjust to project requirements and deploy personnel promptly to meet deadlines and overcome challenges. With extensive experience in high-volume tourist areas, we are well-equipped to deliver reliable, high-quality services for roadway, bridge, and utility projects.

- SURCONSULTANTS**
- AA Ayres Associates, Inc. (DBE/SB)
 - CDM CDM Smith, Inc.
 - ECHO ECHO UES, Inc. (DBE)
 - EE ELEMENT Engineering Group, LLC (DBE)
 - ECC Elipsis Engineering & Consulting, LLC (DBE)
 - FGE Foundation & geotechnical Engineering, LLC (SB)
 - PC Pragma Consulting, Inc. (Veteran/SB)
 - RSH RS&H, Inc.



CEI/CM RESOURCES

INSPECTION

- | | | | | |
|---|---|--|--|---|
| <p>Senior Project Engineers
Mark Delorenzo, PE
Todd Womick, PE
George Sawaya, PE</p> <p>Project Administrators
Dominic Fiandra, CMIT
Jason Castro
Denny Cowart (CDM)</p> <p>Contract Support Specialists
Shayan Tavalalaie
Sheila Haddadi</p> <p>Technical Secretary
Raquel Fulton
Alex Saffold</p> | <p>Senior Roadway Inspectors
Carmen Fiandra
Mashalla Haddadi
Tristan Camacho
Christian Camacho
Raj Bhandari (CDM)
Wayne Midcap (CDM)
Phil Vaccaro (EEC)</p> <p>Roadway Inspectors
Mike Green
Austin Smith
Samam Sayadian
Cristian Palmero (CDM)
Jason Bello (EEC)</p> | <p>Senior Asphalt Inspectors
Carmen Fiandra
Mashallah Haddadi
Tristan Camacho</p> <p>Asphalt Plant Inspector
Robert Dion (EEC)</p> <p>Concrete Inspectors
Austin Smith</p> <p>Precast Concrete Plant Inspection
Donnie Butler (PC)</p> | <p>Senior Bridge Inspectors
Keith Fisher
Glen Truesdale
Corey Hayes (CDM)
Craig Parris (RSH)
John Vance (RSH)
Phil Vaccaro (EEC)</p> <p>Coatings Inspector
Tim Hernandez</p> <p>Light/Sign Pole Inspection
Tim Hernandez</p> <p>ITS Inspector
Peter Maitland</p> | <p>Bridge Inspection Team Leader
Donville Lawes, CBI
Devon Norris, CBI</p> <p>Underwater Bridge Inspection
David Crissey, CBI (AA)
Sebastian Navarez, CBI (AA)
Mike Fescina, CBI (AA)</p> |
|---|---|--|--|---|

GEOTECHNICAL

- Field Pile Driving Technician**
Thomas Petty, Jr. (FGE)
- Senior Pile Driving Engineer**
Chris Lewis, PE (FGE)
- Chief Pile Driving Engineer**
Danny Winters, PhD, PE
- Drilled Shaft Field Technician**
Matthew Piszczynski (FGE)
- Drilled Shaft Foundations**
Matthew Piszczynski (FGE)

SURVEY & MAPPING

- Professional Surveyor**
Eric Cain, PSM (ECHO)
Ned Connolly, PSM (EE)
- Survey Crew Chief**
Andrew Harris, CST I (ECHO)
Michael Risch(EE)
- Survey Field Crew**
Rasheed Biggs (ECHO)
Omar Ocasio (ECHO)
Brian Adams (EE)
Pablo Covani (EE)
Terry Hall (EE)
- Drone Pilot**
Shayan Tavalalaie
- GIS Mapping**
ECHO and EE



QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance (QA)/Quality Control (QC) Framework

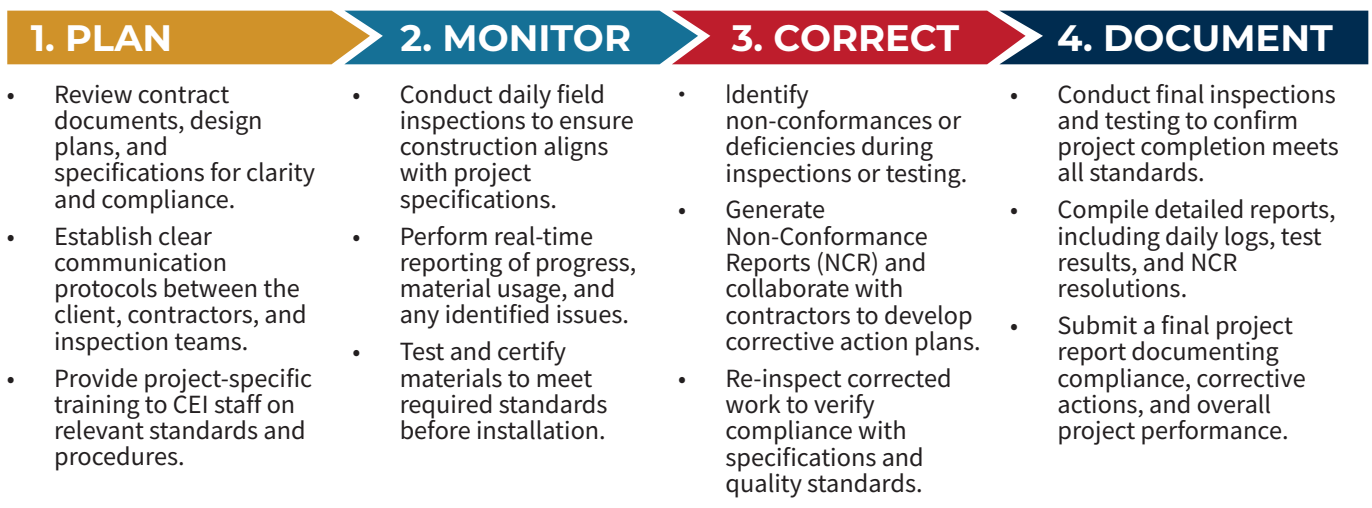
CFTOD needs a CEI consultant with a solid QA/QC plan to verify all construction projects meet stringent safety, quality, and regulatory standards essential for public infrastructure. By prioritizing quality and safety, the District can build public trust, support sustainable tourism initiatives, and ultimately deliver high-quality infrastructure that meets the needs of both residents and visitors.

TranSystems' QA/QC Plan outlines the procedures and practices that will be implemented so CEI activities meet the specified quality standards and comply with applicable regulations. Our plan serves as a framework to systematically monitor and evaluate construction processes, which helps identify and mitigate potential issues before they escalate, thereby reducing the likelihood of costly delays and rework.

Project Quality Objectives

Our Project Manager, Dominic Fiandra will establish specific, measurable quality objectives in collaboration with CFTOD, including project timelines, budget adherence, and quality benchmarks based on industry standards.

Todd Womick, PE, will lead our Internal QA team of experienced industry professionals performing reviews to provide compliance with the contract, inspections, material sampling, documentation, coordination, environmental compliance, MOT reviews, scheduling for day/night activities, and overall project scheduling. QA review reports will be provided to TranSystems management and CFTOD. Recommendations and corrective actions will be noted in these reports.



This QC/QA Plan confirms each Task Work Order meets the highest quality and safety standards. Through diligent monitoring, documentation, and continuous improvement efforts, we will deliver successful outcomes that satisfy the requirements of CFTOD and its stakeholders.



G ADDITIONAL INFORMATION

ADDITIONAL INFORMATION

In addition to our core CEI services, we are pleased to offer a range of supplementary capabilities tailored to meet the unique needs of CFTOD. TranSystems' extensive experience in high-traffic environments and our deep understanding of the region's regulatory landscape enable us to provide enhanced support to achieve seamless project execution. From advanced technology integration and real-time reporting to proactive stakeholder communication and risk management strategies, our team is committed to delivering added value that aligns with the District's objectives and enhances the overall project experience.

Drones

TranSystems owns and operates drones stationed in Florida, achieving immediate access for the CEI team. Our onsite staff is trained in drone operation, with the drones programmed to fly precise patterns to capture both video and still images. They can be set to take photos at specific GPS coordinates on a daily or multiple-times basis, enabling efficient project progress tracking. In addition to providing real-time bird's-eye views of traffic incidents or planned traffic shifts, our teams have utilized drones for real-time mapping, overlaying project progression onto Google Maps. We have also employed drones for 3D modeling and measurement with an accuracy of 99.8% and for flying inaccessible areas during emergency response. Integrating drones into our projects has revolutionized documentation, enhancing accuracy, efficiency, and overall project management.

Electronic Field Book

TranSystems utilizes the industry-leading HeadLight Fieldbook software. This advanced tool captures photos and videos of daily activities with searchable attributes and GPS coordinates, streamlining the documentation process for potential claims and tracking NOI numbers. We have successfully implemented this method on projects like I-4 at SR 557, the Kirkman Extension, and across all national projects. The software provides real-time access to photos, videos, descriptions, locations, and daily work reports, significantly improving project transparency and efficiency.

Bluebeam







We utilize Bluebeam software to improve our field operations by tracking progress on a weekly basis. This tool allows us to take real-time information from the field and transpose it directly onto project plans. By doing so, we can efficiently quantify the work completed and generate real-time quantities, which significantly enhances the accuracy and timeliness of our project estimates. Bluebeam's capabilities streamline our workflow, providing us with precise and immediate data for better project management and decision-making.

Transport

TranSystems leverages our proprietary platform, Transport to manage projects nationwide. Transport is a website designed to streamline tracking and managing construction submittals, RFIs, RFMs, plan revisions, and more. It enables Engineers of Record to engage directly in project reviews while monitoring response times and feedback within the platform. As an in-house, web-based construction management platform, Transport is highly customizable and can be tailored to meet the specific needs of our projects and clients. For example, serving as a central hub for viewing and managing project documents, Transport has proven to enhance collaboration, organization, and efficiency throughout the construction process of the Kirkman Extension project.

Safety Plan

TranSystems places safety as the top priority on every job site, developing a project-specific Safety Plan that fosters a safety-first culture. Any unsafe actions observed in the field are immediately addressed with the contractor to maintain a secure environment. Our comprehensive Safety Plan includes the following key elements:

-  Verifying project staff meet the Worker Protection requirements and complete any specialized training based on the project's scope.
-  Providing thorough safety education and training to all staff and visitors who access the site.
-  Conducting daily safety briefings covering emergency responses, safety protocols, traffic control, weather conditions, work activities, and housekeeping standards.
-  Mandating the use of Personal Protective Equipment for staff and visitors at all times while on-site.
-  Performing regular safety audits with zero-tolerance enforcement of the safety plan for ongoing compliance.
-  Requiring OSHA 30-Hour Safety training for all staff to maintain the highest level of safety compliance and awareness.