



# AGENDA

February 28, 2025  
10:30 a.m.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**February 28, 2025**  
**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** January 23, 2025 Meeting Minutes
  - 6.2** Non-exclusive temporary easement with permanent easement with Walt Disney Parks & Resorts U.S., Inc. for underground communication lines and facilities
  - 6.3** Entry and Access License agreement with The Nature Conservancy for well data collection monitoring
- 7. REPORTS**
  - 7.1** Management Report
- 8. GENERAL BUSINESS**
  - 8.1** Approve Contract #C006658 for the Osceola Parkway and World Drive interchange resurfacing and guardrail replacement project to Watson Civil Construction, Inc. in the amount of \$4,868,620.00
- 9. OTHER BUSINESS**
  - 9.1** FY2024 Financial Statement presentation
- 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](mailto:DistrictClerk@oversightdistrict.org)), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

**In The Matter Of:**  
*Central Florida Tourism Oversight District*

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*Board of Supervisors Meeting*  
*January 23, 2025*

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

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS MEETING

\* \* \* \* \*

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

DATE TAKEN: January 23, 2025

TIME: 10:57 a.m. - 11:27 a.m.

REPORTED BY: JOET HAWKINS, FRP  
Court Reporter and Notary Public  
State of Florida at Large

1 PRESENT:

2 BOARD MEMBERS: Charbel Barakat(Via Teams), Vice  
3 Chairman; Brian Aungst, Jr.; Bridget Ziegler

4 SPEAKERS: Rick Spence, District Chaplain; Eddie  
5 Fernandez, CFTOD Operational Safety Consultant;  
6 Stephanie Kopelouses, District Administrator;  
7 Katherine Luetzow, Planning & Engineering Manager;  
8 Joel Edward, Deputy Chief Fire Prevention, Fire  
9 Marshall

10 CFTOD STAFF: Stephanie Kopelousos, District  
11 Administrator; Mike Crikis, Deputy District  
12 Administrator; Susan Higginbotham, Chief of Finance;  
13 Roy Payne, Esquire, General Counsel; Alycia Mills,  
14 District Clerk, Executive Assistant; Tanya Naylor,  
15 Director of Security and Emergency Management; Ron  
16 Zupa, IT Service Delivery Manager; Phil College,  
17 Technical Support Analyst; Eddie Fernandez, CFTOD  
18 Operational Safety Consultant; Tiffany Kimball,  
19 Contracting Officer; Michelle Dicus, Director of  
20 Human Resources; Yenni Hernandez, Chief Information  
21 Officer; Katherine Luetzow, Planning & Engineering  
22 Manager; Matthew Oberly, External Affairs Director;  
23 Heidi Powell, Manager - Financial Reporting Analysis;  
24 Douglas Henley, Director of Facilities; Ella Hickey,  
25 Director of Building & Safety; Jason Herrick,  
Director of Public Works; Wendy Duncan, Director -  
Environmental Sciences

1 PROCEEDINGS

2 \* \* \* \* \*

3 VICE CHAIR BARAKAT: All right. Good  
4 morning.

5 ATTENDEES: Good morning.

6 VICE CHAIR BARAKAT: Stephanie, can  
7 everybody hear me?

8 MS. KOPELOUSOS: Yes, sir.

9 ATTENDEES: Yes. Yes, sir.

10 VICE CHAIR BARAKAT: All right. Well, I  
11 will go ahead and call the meeting to order  
12 and -- at 10:57 a.m., January 23rd. In the  
13 interest of not -- of having this go a little bit  
14 more smoothly in my absence, I will hand the  
15 baton off to Supervisor Aungst to run the  
16 meeting.

17 MR. AUNGST: Thank you, Mr. Chair, and  
18 hopefully it will go smoothly. I will try to  
19 live up to that. Welcome back, everyone, Happy  
20 New Year, I hope you all had a joyous holiday  
21 season, and looking forward to a great 2025 for  
22 the District and all of our stakeholders.  
23 Mr. Chair, thank you.

24 We will now move on to the invocation. We  
25 have Chaplain Rick Spence, a fifth generation

1 Floridian and third generation firefighter who  
2 dedicated 30 years of service to the District  
3 Fire Department. In 2018, he was recognized as  
4 the Florida Professional Firefighters Fire  
5 Fighter of the year. He now serves as chaplain  
6 for several organizations, including the Florida  
7 Professional Firefighters and the Central Florida  
8 Fire Chiefs Association.

9 Chaplain Spence, welcome home. Thank you  
10 for being here.

11 CHAPLAIN SPENCE: I first want to thank  
12 Stephanie and Fire Chief Eric Ferrari for giving  
13 me this opportunity here. It's always special  
14 for me to come back here. And what makes  
15 Reedy Creek so different and so special is  
16 because of the people that are here, and it  
17 starts in this room, it starts in this building.  
18 I appreciate that probably now even more so than  
19 when I did when I was here, but I -- before I do  
20 the prayer, I want to just throw out a couple of  
21 thoughts here.

22 Every year our pastor challenges us to have  
23 a word for the year, and it's what we want to  
24 strive in our life for is the theme for that  
25 years. The previous years my word has been



1       resiliency, focus, encouragement. This year my  
2       word for the year is present. And it's not what  
3       you opened on Christmas morning, this is as in  
4       not absent, as in being here. My grandfather  
5       used to always tell me -- he'd call me Ricky --  
6       he'd say, Ricky, wherever you're at, you need to  
7       be there. And I didn't understand exactly what  
8       that meant until I got a little bit older. I had  
9       probably -- he recognized that I probably had one  
10      of the worst cases of attention deficit disorder  
11      that there was, even before it was a thing.

12             And he knew I struggled in focusing and  
13      paying attention to people. And this was even  
14      before the advent of cell phones. And it's  
15      actually gotten worse there. I tell my kids that  
16      it's a disease that I caught from them where I'll  
17      be in the middle of a conversation with somebody  
18      and just start scrolling down -- and I'm not even  
19      on social media -- you know, I'm checking texts  
20      and emails and stuff that I shouldn't be doing.  
21      And I realize how rude and disrespectful that is  
22      to the people that I'm engaged with, especially  
23      as a chaplain and I'm having a meaningful  
24      conversation with them.

25             So this year my word is present. And I'm

1 taking the time, and I'm telling you this from my  
2 point of view, and you all may not struggle with  
3 it as bad as I do, but, you know, put the phone  
4 down. The people that you're talking to, whether  
5 it's people you work with, or in particular your  
6 husband, your wife, your kids, your parents, they  
7 deserve that attention that they're seeking from  
8 you. You want that attention from them, so  
9 return that.

10 And this verse kind of sums it up a little  
11 bit, this is out of 1st Peter, it was written --  
12 I'm sorry, 2nd Peter, First Chapter. Peter was  
13 kind of -- I like to say that he had early  
14 firefighter blood in him because he was kind of  
15 adjutant for both the disciplines and Jesus, as  
16 well as the people that were critical of Jesus  
17 back in the day. But he wrote, "Make every  
18 effort to supplement your faith with virtue; your  
19 virtue with knowledge; and your knowledge with  
20 self-control; your self-control with  
21 steadfastness; and steadfastness with godliness;  
22 and godliness with brotherly affection, and  
23 brotherly affection with love." And this is the  
24 drop the mike moment right here. It says, "For  
25 if these are your qualities and they are

1 increasing, they keep you from being ineffective  
2 and unfruitful."

3 So that's a fairly simple biblical  
4 definition of how to be successful. Let me go  
5 ahead and pray.

6 Most graciously heavenly Father, we come to  
7 you right now. We're so thankful for these men  
8 and women that have taken their time to be here  
9 today, and to step up as leaders in this  
10 organization, and we just ask that you'll bless  
11 their efforts, give them clear minds and sound  
12 judgment to make good, strong, right decisions in  
13 all that they do. More importantly, let them see  
14 everyone the way that you see them, let them have  
15 Godly vision to see other people as you see them.  
16 We just ask that you'll be with the men and women  
17 that are on the job today, watch over them, keep  
18 them safe, and give them wisdom and discernment  
19 as they go about their tasks, and be with the men  
20 and women of our armed forces and keep them out  
21 of harms way as they serve to protect this  
22 nation. In Jesus' name. Amen.

23 MR. AUNGST: Amen.

24 ATTENDEES: Amen.

25 MR. AUNGST: Thank you very much, Chaplain.

1 And we appreciate your presence here today and  
2 everything you've done for us and the District  
3 over the years. It's truly extraordinary. Thank  
4 you very much.

5 CHAPLAIN SPENCE: I appreciate the  
6 thoughtfulness.

7 MR. AUNGST: Thank you, sir. Please join me  
8 in the Pledge of Allegiance.

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

14 MR. AUNGST: All right. It's now my  
15 pleasure to introduce the District's internal  
16 risk manager, Eddie Fernandez, with our safety  
17 minutes. Eddie, welcome.

18 MR. FERNANDEZ: Thank you, Supervisor  
19 Aungst, and to the rest of the Board members,  
20 District administration. To our guests and  
21 visitors, we have a couple important safety  
22 messages to give you before the meeting starts  
23 today.

24 In the event of an evacuation, don't, it's  
25 really cold outside, so we're staying -- no, I'm

1       just kidding. In the event of an evacuation,  
2       please make your way out the exits to the right  
3       or to the left of you on the double -- through  
4       the double doors. The front of the building  
5       where you came in, we will exit and head out to  
6       the left to the ends of the parking lot. If you  
7       exit through the double doors on your left,  
8       there's an exit at the back of the building that  
9       will lead you around the building and to the end  
10      of the other parking lot. Our employees here in  
11      this building have been trained to also exit as  
12      to those locations, so just meet them in those  
13      areas and when emergency services notifies us  
14      that it's safe to come back in, we can do so.

15             If we need an AED or a first-aid kit, those  
16      are available at the security desk. And if we do  
17      evacuate and you're on your way out, there's a  
18      fire alarm pull station and a fire extinguisher  
19      that you're welcome to use if you feel  
20      comfortable doing so.

21             Our theme for this month is cold weather  
22      protection. And as Floridians, we really don't  
23      have to think much about cold weather  
24      precautions, but every so often, like this month,  
25      we experience an unexpected cold front that

1 reminds us why we don't live up north. So to  
2 make the most of this chilly season, here's a few  
3 basic cold weather safety tips for you to keep in  
4 mind, dress in layers; wear multiple layers of  
5 loose, lightweight clothing to help regulate your  
6 body temperature and to effectively move between  
7 indoor and outdoor spaces. Protect your  
8 extremities, a scarf, gloves, warm footwear or a  
9 hat can help shield your most sensitive body  
10 parts to the cold weather. And stay hydrated.  
11 In the cold weather we may not think about  
12 drinking as much water maybe because we're not  
13 sweating when it's not as hot, but it's still  
14 very important to remain hydrated.

15 In addition to those, please exercise  
16 caution when you're using space heaters,  
17 fireplaces, or other heating devices. We may not  
18 experience extreme cold hazards, like, frostbite,  
19 hypothermia or icy roads, although it is getting  
20 kind of close, but it's important to address the  
21 risks that we do face when it gets cold in our  
22 area when we're not used to it.

23 Thank you very much for your time, and enjoy  
24 your meeting.

25 MR. AUNGST: Eric, thank you so much,

1 appreciate it. Thank you. We're now at the  
2 public comment period for public comments on  
3 items that are not on the agenda. Do we have any  
4 public comment? Seeing none, we will move on to  
5 the consent agenda.

6 Item 6, today the consent agenda has six  
7 items, Item 6.1 contains the approval of the  
8 meeting minutes for our December meeting.

9 Item 6.2 covers a non-exclusive temporary  
10 easement with a subsequent permanent easement to  
11 Duke Energy Florida, LLC.

12 Item 6.3 covers a non-exclusive temporary  
13 easement with subsequent permanent easement to  
14 Walt Disney Parks & Resorts U.S., Inc. for  
15 underground communication lines and facilities.

16 Item 6.4 covers a first amendment agreement  
17 with GPAI Groves, LLC.

18 Item 6.5 covers non-exclusive permanent  
19 easements to Orange County for utility  
20 infrastructure maintenance along Western Way and  
21 Hartzog Road.

22 And the final item, 6.6, covers a bill of  
23 sale for the utility infrastructure transfer to  
24 Orange County near the intersection of Western  
25 Way and Hartzog Road.

1           Do we have any questions or comments on any  
2           of the consent agenda items? Seeing none, do we  
3           have a motion to approve?

4           MS. ZIEGLER: Move to approve consent agenda  
5           as presented.

6           MR. PERI: Second.

7           MR. AUNGST: Okay. All those in favor, say  
8           aye.

9           THE BOARD: Aye.

10          MR. AUNGST: Any opposed? All right. That  
11          item passes unanimously.

12          Okay. We're moving on now to our reports.  
13          And we are going to turn it over now to our  
14          esteemed District Administrator, Stephanie  
15          Kopelousos.

16          MS. KOPELOUSOS: Thank you, Chairman. I  
17          guess as we start the new year, there's a couple  
18          things I want to get into. First, I want to  
19          thank the Board. Thank you for your leadership,  
20          for your guidance, for being a part of this  
21          organization and making us better. I know that  
22          what you do in this volunteer job takes away from  
23          your family and your day job, and I just want to  
24          let you know that we as a team here at the  
25          District appreciate that. So thank you.



1           The second thing I'd like to get across is  
2           how much our team has accomplished this year.  
3           And we call it fun facts. I'm going to give you  
4           just a snippet of some things that have been done  
5           this year and what the team has been working on  
6           day in and day out. And the list was forever  
7           long, and I had to cut it down or we would be  
8           here for hours.

9           So I'm just going to kind of rattle through  
10          a couple things and you can see how much the team  
11          actually is doing each and every day. Over  
12          15,800 permits issued. And I'll put it into --  
13          in 2023, there was less than 10,000. So you can  
14          tell there's a lot going on in this District.  
15          Plan reviewed, 33,000 -- over 33,900, four times  
16          as many as the previous year. Inspections, over  
17          58,000. So that just gives you a sense.

18          Then we talk about environmental services,  
19          and we look at over 15,000 samples collected from  
20          over 2,500 sites. You had almost 100,000  
21          analyses performed on our samples. 454,500  
22          mosquitoes were collected at over 2,000 sites.  
23          Just the testing process, and which makes me  
24          proud of our team is when we do the testing for  
25          blood borne viruses, we send those to the State,

1 but our team actually does the test here as well,  
2 so we know within a 24-hour period so we can make  
3 an appropriate, you know, reaction to that. And  
4 so that just -- that piece of it is we don't wait  
5 to hear back, our team acts.

6 Then you look at number of calls fire rescue  
7 goes to, 95,922 calls came in to the center. So  
8 that's the number of calls our call takers are  
9 taking in this past year. We did a total of  
10 29,00 -- a little over 29,000 calls that we were  
11 actually dispatched to. We took, of those calls,  
12 about 8,600 went to an ER in Central Florida. If  
13 you look at just the inspections on the fire  
14 side, over 2,600 annual inspections in light and  
15 safety inspections, and those are just the things  
16 we do every year. Permit inspections were a  
17 little under 6,000, and fire plan reviews, 5,700.  
18 So it tells you we're pretty, pretty busy.

19 If you look at public works -- this just  
20 fascinates me -- over 6,700,000 cars were parked  
21 in our parking garage. There's only 9,000  
22 parking spaces. The team, if you've ever had to  
23 deal with a water management district permit,  
24 they did eight of them, which are pretty  
25 extensive, so I applaud them, maintained 11 water

1 structures, did improvements in various ways.  
2 691 construction site inspections, that includes  
3 culverts, inlets, swales, stormwater ponds. 44  
4 roadway maintenance projects, that includes the  
5 guardrails, pothole repairs, 41 signal  
6 inspections, keeps us safe. 50 major special  
7 event coordinations on right-of-way and traffic  
8 of maintenance.

9 When you think about that, that tells you  
10 what is all going on in this District, almost one  
11 a week. And the team just finished helping with  
12 the marathon that was last week -- a couple  
13 weekends ago. Never a dull moment around these  
14 parts. We completed guardrail replacements on  
15 World Drive and Epcot Center Drive, milling and  
16 resurface on BVD and Hartzog Road, traffic  
17 signalization at several of our intersections,  
18 Bonnet Creek and Vacation Club. And then I don't  
19 even have to tell you, you all have experienced  
20 Royal Drive North and what all that's been done  
21 out there.

22 When you get to just what our facilities  
23 team has accomplished, 1,500 maintenance orders,  
24 720 life safety equipment inspections, 900  
25 roadway light pole inspections, 211 vehicle

1 batteries replaced, 82,000 gallons of fuel used.  
2 That tells how much they're out. And then a  
3 little over 32,000 acres mowed of District  
4 properties, not just mowed, but it looks nice.

5 MS. ZIEGLER: Yes.

6 MS. KOPELOUSOS: When you look at just our  
7 finance team, kudos on getting the bonds sold and  
8 taking care of this year to really allow public  
9 works and construction to do what they need to  
10 do.

11 I don't know if you all know it, but our  
12 team does weekly payroll. I can't tell you how  
13 much time that takes. So it's over 20,380  
14 payments to our employees here. That doesn't  
15 mention the utility billing revenue and  
16 collection, which is over \$180,000,000. So it  
17 just tells you -- and then all the sundry reports  
18 and financial reports and all of that that goes  
19 along with that. We accomplished 2,710 purchase  
20 orders, and contracts executed and drafted were  
21 over 250. And they keep coming.

22 But it tells you that that -- it tells you  
23 just a few snippets of what the team has done.  
24 And then when you just look overall, we hired  
25 over 60 full-time positions this year. We had

1 eight people that were in our District internship  
2 program, and then we -- just the overall what our  
3 HR team does to keep everything afloat is pretty  
4 impressive. So those are just a few of the stats  
5 that were accomplished, but very proud of our  
6 team and just excited to be a part of it.

7 Two other things I want to mention, we do --  
8 as we're updating the comp plan, we do have our  
9 public hearing today at 5:30. We'd love for  
10 anybody to attend that would like to attend and  
11 participate. And then just one other -- and the  
12 Chief is on, he's listening, Chief has been under  
13 the weather, so I asked him not to come to the  
14 meeting today, but several of the members of our  
15 pipes and drum went to DC and participated in the  
16 inauguration, and I have a picture that was taken  
17 on the TV of them. As you know, because of the  
18 weather, a lot of the parade participants were  
19 cut, and the fire rescue pipes and drums were  
20 not, and we had several members in our team  
21 there. So just very proud to see our drum there  
22 and represented.

23 And so I will leave you with that.

24 MR. AUNGST: Thank you so much,  
25 Administrator Kopelousos for that incredible list

1 of accomplishments. Truly as Chaplain Spence  
2 said, this District's about the people that make  
3 it up, and you are the magic behind the magic.  
4 It's incredible how much you've accomplished, and  
5 again, looking forward to a great, great 2025.

6 Any questions for Administrator Kopelousos?  
7 Okay. I will move on to agenda item 7.2,  
8 informational report regarding semi-annual report  
9 of easements.

10 And I will turn it over to our Planning and  
11 Engineering Manager, Katherine Luetzow.  
12 Katherine.

13 MS. LUETZOW: Good morning. Within your  
14 packet you should have received our semi-annual  
15 easement report. This is in the plans of  
16 resolution 555 and covers a period of July  
17 through December of 2024. And on it there were  
18 three easements that were executed under our  
19 District manager's authority. The first is the  
20 last of these temporary width permit easements  
21 prior to when we made that shift last year. The  
22 final two are just temporary only, and that was  
23 what you would expect going forward.

24 Are there any questions?

25 MR. AUNGST: Any questions? Thank you very

1 much, Katherine. We appreciate it. We know you  
2 have a busy day today with the meeting tonight,  
3 so thank you for being here.

4 All right. Move on to general business, we  
5 only have two items today. The first item is  
6 Item 8.1, approve equipment lease-purchase  
7 agreement and a professional service agreement  
8 with Motorola Solutions, Inc. to replace and  
9 upgrade the District's P25 radio system  
10 controllers in the amount of \$1,317,491.

11 And under Item 8.1, the District seeks to  
12 approve a lease-purchase of equipment and a  
13 professional service agreement as I just stated.  
14 And we will turn it over now to our Fire  
15 Marshall, Joel Edwards.

16 MR. EDWARDS: Thank you. Thank you. And  
17 thank you for having the opportunity to  
18 present -- oh, sorry -- thank you for the  
19 opportunity to present this upgrade of our P25  
20 radio system. And to give you a little  
21 background, as you may recall, the District owns  
22 and operates and maintains a public safety radio  
23 system that's utilized by the District and  
24 various departments in the District. It's also  
25 part of in interlocal agreement with local law

1 enforcement and fire departments in the Central  
2 Florida area that allows for us to roam on each  
3 other's system.

4 As a part of that, the interlocal agreement,  
5 every owner is required to maintain the  
6 operational, you know, of the system, and then  
7 perform any kind of operational upgrades that  
8 need to happen over the life of the system. We  
9 have a large upgrade that's going to be happening  
10 in 2026, it's a system software upgrade, and this  
11 prime controller project will support that  
12 system. Most agencies in Central Florida are  
13 also having to go through this upgrade as well.

14 So, the prime controller is an essential  
15 component of the radio system, it the brains of  
16 the system, and it selects the radio channel that  
17 any user is keying up on. It -- the current  
18 hardware is the solid state equipment, very large  
19 rack-type equipment dedicated to that service.  
20 It's reached its end of life, and we are going to  
21 be replacing it with a new virtualized server.  
22 This server obviously is much smaller, less --  
23 more efficient at operating. It consumes less  
24 power, allows for remote management, and  
25 basically should provide us with a lower cost of



1 ownership for that equipment.

2 At the same time, we're also going to be  
3 adding a geographically diverse secondary  
4 controller. And this is going to give us  
5 seamless switching in case we did have a  
6 catastrophic loss of our primary controller.  
7 This will be located obviously in a different  
8 location so that we have the resiliency, and it  
9 allows that resiliency for us and again, all the  
10 public safety agencies that utilize our systems  
11 as well.

12 So speaking to funding and time schedule,  
13 this has been approved in the 2025 budget as a  
14 capital item. We would be making a down payment  
15 this year, and then we have financing through  
16 Motorola for the next two years. We would be  
17 implementing kickoff in March of this year,  
18 looking at procurement in May of this year, and  
19 then going to installation around November. We  
20 hope to have the project completed in January.  
21 It may push into February, depending on things  
22 that go on in January, which are the marathon and  
23 things like that.

24 So, with that, I'm happy to answer any  
25 questions that you have on this project or the

1 radio system in general.

2 MR. AUNGST: Supervisor Peri?

3 MR. PERI: Yes, I'm just wondering, what is  
4 the length between the primary and the backup  
5 sites?

6 MR. EDWARDS: So a fiber. We have fiber --

7 MR. PERI: Okay. Good. Good. Thank you.

8 MR. AUNGST: Any other questions or comments  
9 for Fire Marshal Edwards?

10 All right. Do we have a motion to approve  
11 agenda Item 8.1?

12 MS. ZIEGLER: Move approval.

13 MR. PERI: Second.

14 MR. AUNGST: Okay. All those in favor, say  
15 aye.

16 THE BOARD: Aye.

17 MR. AUNGST: Any opposed? That carries  
18 unanimously.

19 Thank you very much, Fire Marshal Edwards.

20 MR. EDWARDS: Thank you.

21 MR. AUNGST: All right. We're moving on to  
22 agenda item 8.2, approve amendment to Contract  
23 #C005629 for post design services on the World  
24 Drive North Phase III project with TLP  
25 Engineering Consultants, Incorporated in the

1 amount of \$98,734.

2 And again, we will turn it over to our  
3 planning and engineering manager, Katherine  
4 Luetzow.

5 MS. LUETZOW: Thanks. And for once, it is  
6 not Craig talking about it. He's not here, so I  
7 can say that.

8 All right. So, this is a change order for  
9 the World Drive North Phase III design contract  
10 to add additional post design services. So to  
11 provide you a little bit of background, in April  
12 of 2020, TLP Engineering Consultants was awarded  
13 the design of World Drive North Phase III. Then  
14 in March of 2023, the District retained their  
15 services to provide post design support as the  
16 project started construction. And so they  
17 provide shop drawing reviews, material reviews  
18 for materials sales and for any contractor  
19 questions, and really provide a valued service to  
20 the District staff and the contractor as the  
21 project goes through the construction.

22 Now, unlike the construction aspect, our  
23 post design services was not split into different  
24 phases. So we had an anticipation of what we  
25 thought we would need at the start -- prior to

1 starting construction, and then as what we would  
2 for post design services.

3 Now, along the way, we have had a couple of  
4 additional items that have popped up that really  
5 do warrant additional scope. The first is  
6 regarding the traffic control. So Craig, in all  
7 of his coordination, has been able to gather the  
8 opportunity to instead of directional drilling  
9 some utilities, open cut a roadway facility to  
10 install them at time and cost savings to the  
11 District. But as we all know, you still have to  
12 provide for the traffic. So this will require  
13 significant detour, traffic control and planning,  
14 and so the engineer of record really was the most  
15 appropriate person to help us coordinate this  
16 with all of our partners and the contractor to  
17 how do this safely and most effectively so we can  
18 do the work and Craig can get in and out as  
19 quickly as possible.

20 The other item is, as you are well aware,  
21 this is the most complicated project, and  
22 especially in terms of utilities. And that shows  
23 up not only in construction, but in the design  
24 and the design support. And so we have had  
25 additional items that have come up where we've

1 had unknowns, additional submittals, things of  
2 helping that contractor keep moving forward on  
3 this project despite whatever the field throws at  
4 him for these conditions.

5 Beyond those two items, we are asking to  
6 extend just the time duration to now match where  
7 the current contract for construction expiration  
8 falls.

9 So, at the beginning, we did ask for  
10 the original post design, and it did have a  
11 10 percent contingency. This additional request  
12 does fall outside of that, which is why we're  
13 here today. So the current request before the  
14 Board is for a total of \$98,733.34 for that  
15 additional post design services. This does not  
16 affect the overall budget for Phase III, and will  
17 be coming from the current ad valorem funding.

18 Are there any questions?

19 MR. AUNGST: Any questions on agenda item  
20 8.2 or comments? Seeing none, do I have a motion  
21 to approval agenda item 8.2?

22 MS. ZIEGLER: Move approval of agenda item  
23 8.2.

24 MR. PERI: Second.

25 MR. AUNGST: Okay. All those in favor,

1 please say aye.

2 THE BOARD: Aye.

3 MR. AUNGST: Any opposed? That also carries  
4 unanimously.

5 All right. Thank you. We're now on to  
6 other business. Unless our general counsel or  
7 District Board Members, any other business for  
8 discussion?

9 All right. Well, with that, I am under the  
10 opinion that I don't need a motion to adjourn, so  
11 I'm going to go ahead and adjourn unless you  
12 think I need a motion.

13 UNIDENTIFIED SPEAKER: No.

14 MR. AUNGST: All right. Welcome to record  
15 time.

16 (Time ended 11:27 a.m.)

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C E R T I F I C A T E

STATE OF FLORIDA  
COUNTY OF ORANGE

I, JOET L. HAWKINS, Florida Professional  
Reporter, Notary Public, State of Florida, certify  
that I was authorized to and did stenographically  
report the foregoing proceedings and that the  
transcript is a true and complete record of my  
stenographic notes.

DATED this 25th day of February, 2025.



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Joet L. Hawkins, FPR

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

**Board Meeting Date: 2/28/2025**

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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

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**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

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**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, it's 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) **December 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 \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, 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]

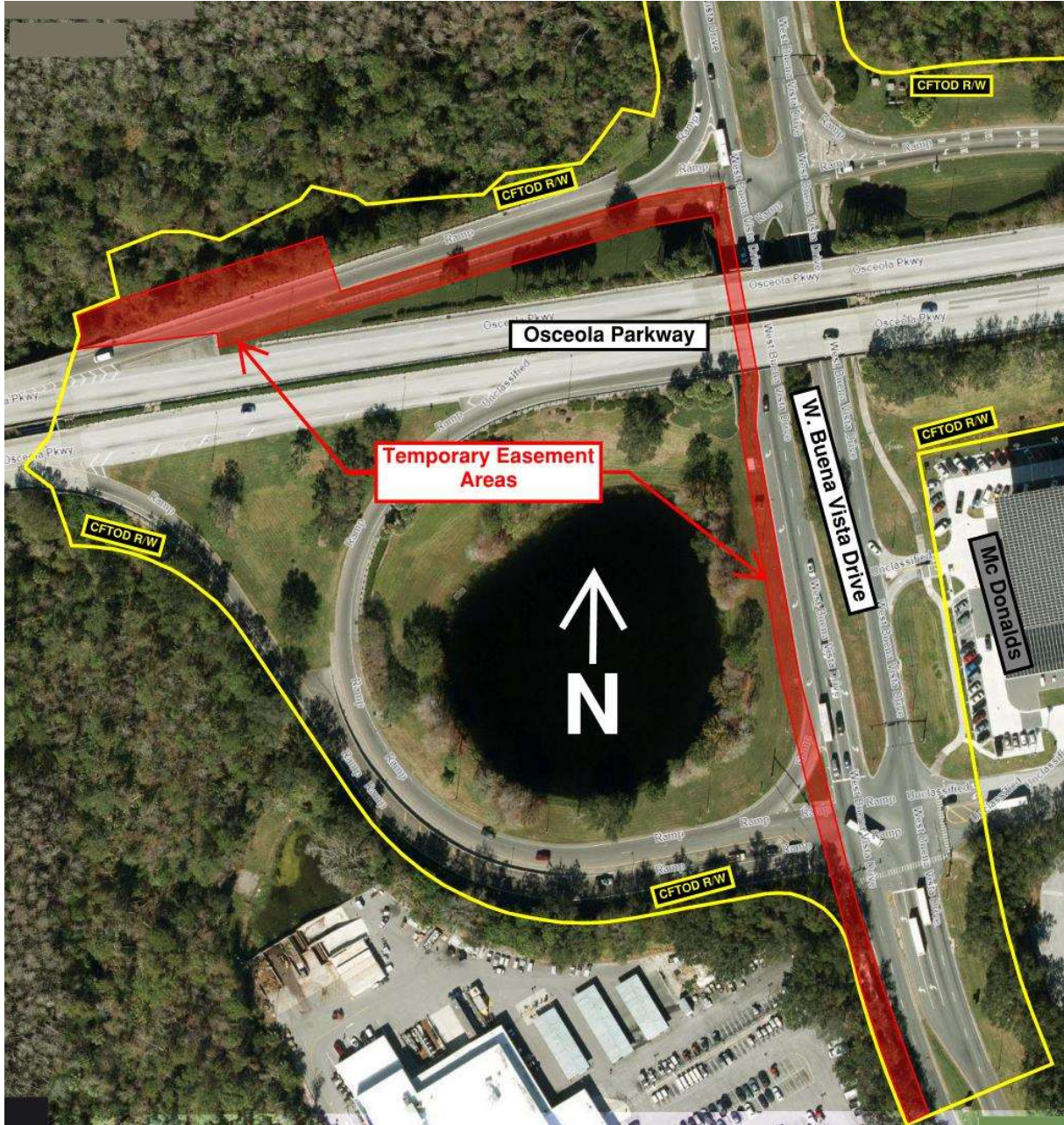
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
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 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**

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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**

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

**Board Meeting Date: 2/28/2025**

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**Subject:** The Nature Conservancy Entry and Access License Agreement

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

**Department:** Utilities Department

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**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #6.3 Entry and Access License Agreement with The Nature Conservancy for well data collection monitoring

**DISTRICT'S RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** CFTOD is a member of the STOPR group, a utility collective consisting also of St. Cloud, Polk County, Toho Water Authority, and Orange County. STOPR collectively conducts biological and hydrogeological monitoring throughout the region to satisfy the requirements of each group's Water Use Permit (WUP) issued by the South Florida Water Management District. Historically, the group maintained an entry and access license agreement with the Nature Conservancy to access their property known as Disney Wilderness Preserve, located in Kissimmee. This property contains two monitoring wells used for data collection as required by condition 29 of the CFTOD WUP. This access and entry agreement expired in 2019. In the interim, access to conduct biological monitoring has been maintained through temporary day pass permits. However, both parties wish to renew the previous formal entry and access license agreement.

**FINDINGS AND CONCLUSIONS:** The entry and access license agreement provides a mechanism to grant entry to The Nature Conservancy's property for the purpose of biological monitoring.

**FISCAL IMPACT:** N/A

**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 Entry and Access License Agreement.

## **ENTRY AND ACCESS LICENSE AGREEMENT**

This Entry and Access License Agreement (the “Agreement”) is made between THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, authorized to do business in the State of Florida as The Nature Conservancy, Inc. (“TNC”), having a corporate address of 4245 North Fairfax Drive, Arlington, Virginia 22203-1606, and a local address for purposes of the Agreement of 2700 Scrub Jay Trail, Kissimmee, Florida 34759, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, POLK COUNTY, a charter county and political subdivision of the State of Florida, TOHOPEKALIGA WATER AUTHORITY, an independent special district organized under the laws of the State of Florida, and the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a REEDY CREEK IMPROVEMENT DISTRICT, an independent special district created under the laws of the State of Florida (collectively, “Licensee”). Licensee and TNC are referred to herein collectively as “Parties,” and individually as a “Party.”

### **RECITALS**

A. TNC is the owner of certain real property generally known as the Disney Wilderness Preserve (the “Preserve”), being located at 2700 Scrub Jay Trail, Kissimmee FL 34759 and more particularly depicted on the map attached hereto as **Attachment 1**.

B. Licensee desires permission from TNC to allow Licensee and its Authorized Agent (as defined below) to periodically enter upon the Preserve for the limited purposes of monitoring, surveying, and photographing the vegetation and soil associated with and proximate to certain South Florida Water Management District reference monitoring wells identified as “WR6” and “WR11” on the map attached hereto as **Attachment 2** (collectively, the “Monitoring Activity”).

C. TNC is willing to grant, and Licensee is willing to accept, a license permitting access to the Preserve for the limited purpose of engaging in the Monitoring Activity subject to the terms and conditions set forth herein.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TNC and Licensee hereby agree as follows:

1. License Granted. Licensee has requested, and TNC hereby grants a non-exclusive license to Licensee and its Authorized Agent to enter upon the Preserve from time to time during the term of the Agreement for the limited and sole purpose of conducting the Monitoring Activity.

2. Designated Agent. Licensee may designate an agent or agents (collectively, “Agent”) to act on its behalf to conduct the Monitoring Activity contemplated by the Agreement. Once such Agent has been approved by TNC, such approved Agent (collectively, “Authorized Agent”) shall be authorized to enter the Preserve on behalf of Licensee, subject to the terms and conditions set forth herein. Licensee hereby designates, and TNC hereby approves, WSP USA, Inc., a New York corporation, formerly known as PB Americas, Inc., as the initial Authorized Agent authorized to enter the Preserve and conduct the Monitoring Activity on behalf of Licensee. Any Authorized Agent who is not a governmental entity shall maintain workers’ compensation insurance in statutory amounts and commercial general liability insurance with a reliable company covering

Authorized Agent's activities on and use of the Preserve. This insurance shall be in the amount of at least \$1,000,000 per occurrence, collectively, for property and personal injury and \$1,000,000 combined single limit for comprehensive auto coverage. This insurance protection shall name TNC as an additional insured and may be carried under a blanket policy. At least five days prior to entry onto the Preserve for the first time, Authorized Agent shall furnish TNC with a certificate or other evidence establishing that coverage is in force. In the event that Licensee elects to designate a different or additional Agent to conduct the Monitoring Activity, Licensee shall notify TNC of the name of the new or additional Agent in writing, whereupon TNC shall have the right to approve such new or additional Agent prior to such person or entity becoming an Authorized Agent. If an Authorized Agent is replaced, the license granted hereunder in favor of the said Authorized Agent shall be revoked effective immediately upon appointment of the replacement Authorized Agent. The provisions in this paragraph regarding insurance shall apply to each Authorized Agent during its term. Licensee and Authorized Agent shall identify and designate an employee of Authorized Agent to be the "Project Manager" for the Monitoring Activity, who will coordinate the Monitoring Activity and, to the maximum extent possible, be present during the Monitoring Activity. The Project Manager does not have authority to bind Licensee to any modifications to the terms of the Agreement. The Project Manager's name, title, address and cellular phone number shall be provided to the TNC Contact, as defined below, prior to initiation of the Monitoring Activity.

3. Exercise of Right of Entry. Prior to each exercise of the right of entry granted herein, and as a condition to the license granted under the Agreement, each Authorized Agent and Licensee requesting entry onto the Preserve shall:

a. Follow the general and site-specific policies and procedures for the Preserve as described in **Attachment 3** hereto (collectively, the “Site SOPs”), provided, however, any provision in the Site SOPs providing for the payment of a fee shall not apply to Licensee in its performance of the Monitoring Activity, and any individuals associated with the Monitoring Activity who are employees of Licensee or Authorized Agent shall not be required to submit a signed liability waiver. The Site SOPs are subject to revision from time to time, and prior to entry onto the Preserve, Authorized Agent and any Licensee shall confirm with TNC it has received the most recent copy of the Site SOPs.

b. Unless otherwise requested by Licensee or Authorized Agent and consented to by TNC in writing (which may be via electronic mail for this purpose), all Monitoring Activity on the Preserve shall be initiated and concluded between the hours of 8 a.m. and 5 p.m. Eastern Time, Monday through Friday (excluding Federal holidays). The Project Manager shall notify the TNC Contact any time Licensee or Authorized Agent will be on the Preserve, and to the extent reasonably possible, provide advance notice to the TNC Contact prior to accessing the Preserve. TNC may require the Project Manager to reschedule entry onto the Preserve, if at any time, in the reasonable judgment of TNC: (i) such entry would interfere with activities being conducted on the Preserve on the date proposed by the Project Manager; or (ii) conditions exist on the Preserve that might pose a hazard to Licensee or Authorized Agent. In the event TNC requires rescheduling pursuant to this paragraph, TNC shall notify the Project Manager once all the activities or hazardous conditions that prevented access to the Preserve have been completed. TNC and the Project Manager shall coordinate rescheduling the requested entry as soon as possible after the originally proposed date.

c. Unless otherwise approved by TNC, Licensee and Authorized Agent shall provide their own vehicles and shall only utilize the roadways, paths, or other routes within the Preserve that are designated by TNC as approved for access for the Monitoring Activity as set forth in **Attachment 2** or as otherwise agreed to between the TNC Contact and the Project Manager on behalf of Licensee and Authorized Agent. Licensee acknowledges and understands that all access routes within the Preserve are subject to closure from time to time as necessary or appropriate to the operation of a nature preserve (including, without limitation, conducting prescribed fire burns, protecting species habitat and environmentally sensitive lands, adjusting to water levels and soil conditions) and access may not be available at all times during the term of this License. TNC agrees to provide Licensee access routes for the Monitoring Activity to the extent such routes are reasonably available but shall not be obligated to provide alternative routes for the Monitoring Activity when providing such alternative route(s) would be in conflict with, or harmful to, TNC's operation of a nature preserve.

d. TNC may halt any and all Monitoring Activities if, in TNC's sole discretion, Licensee or Authorized Agent has (i) violated the terms of the Site SOPs or any portion of this Agreement, or (ii) the Monitoring Activities have the potential to cause harm to the Preserve or to the plants or animals on the Preserve.

e. All activities of Licensee and Authorized Agent on the Preserve shall be at Licensee and Authorized Agent's sole risk. In addition, subject to the provisions of Section 768.28, Florida Statutes, Licensee and Authorized Agent shall be liable to TNC for any damage or impairment to the Preserve or its natural values (including without limitation, any habitat, vegetation, or other natural features or values), or to any building, structure, or improvement on the Preserve due to Licensee's and Authorized Agent's use of the Preserve.

f. The initial “TNC Contact” is Beatriz Pace-Aldana, Research Coordinator – email address of [bpace-aldana@tnc.org](mailto:bpace-aldana@tnc.org).

4. Conduct of Monitoring Activity. While on the Preserve and while conducting the Monitoring Activity, Licensee and Authorized Agent shall use reasonable care, consistent with the use of ecologically sensitive lands, to avoid damage or impairment to any natural areas, wildlife, natural values, structures and improvements. Licensee and Authorized Agent shall not interfere with TNC’s ongoing maintenance and restoration activities (*e.g.*, hydrological restoration, tree planting, and prescribed burning) and any interference by Licensee or Authorized Agent shall result in immediate termination of Licensee’s rights under the Agreement. Licensee and Authorized Agent shall comply with all federal, state, and local laws and regulations in connection with the Monitoring Activity, including without limitation, those governing conservation and pollution control. In addition, Licensee and Authorized Agent shall be solely responsible for obtaining any agreements, certifications, or other documentation that may be required under applicable law for the Monitoring Activity.

5. No-Warranties. TNC makes no express or implied warranty or representation concerning: i) the safety, condition or suitability of the Preserve; ii) the accuracy or completeness of any map or survey of the Preserve; or iii) the safety, condition, suitability, or location of any easement, right-of-way, road, facility, building, structure, or improvement on the Preserve, for any purpose whatsoever. LICENSEE ON BEHALF OF ITSELF AND ITS AUTHORIZED AGENT FULLY UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT THERE MAY BE NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INVOLVED IN ENTERING THE PRESERVE, AND THAT THE ENVIRONMENT INSIDE THE PRESERVE MAY BE EXTREMELY DANGEROUS. NO PERSON SHOULD ENTER THE PRESERVE



WITHOUT PROPER ATTIRE AND SAFETY EQUIPMENT, WHICH LICENSEE AND AUTHORIZED AGENT SHALL BE RESPONSIBLE FOR ACQUIRING. LICENSEE FOR ITSELF AND ITS AUTHORIZED AGENT EXPRESSLY ACKNOWLEDGES THAT IT IS CONDUCTING ITS ACTIVITIES ON THE PRESERVE AT ITS SOLE RISK.

6. Collected Data. Licensee will provide copies to TNC of all reports prepared by Licensee or Authorized Agent related to the Monitoring Activity at no cost to TNC.

7. Release. To the extent allowed under Section 768.28, Florida Statutes, Licensee assumes all risks of property damage or personal injury attributable to the negligent acts or omissions of Licensee, its respective officers and employees and hereby releases TNC from any liability arising from such acts or omissions. It is further expressly provided that Licensee shall, as a condition to the exercise of the right of entry granted herein:

a. Indemnify and hold harmless TNC, its officers, directors, employees, agents and invitees to the extent allowed under Florida law, including, without limitation, Section 768.28, Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs, arising from the negligent and wrongful acts or omissions of Licensee's officers, employees and agents in the performance of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of Licensee's sovereign immunity under Section 768.28, Florida Statutes.

b. Cause Authorized Agent to provide an indemnity and release substantially in the same form as is provided in **Attachment 4** hereto. Licensee agrees to provide each person who is granted access to the Preserve under the Agreement with a copy of the Agreement and a copy of the Site SOPs. This release is an express condition to the exercise of the license and right of entry granted pursuant to the Agreement and shall survive the expiration or termination of the Agreement.

8. Fees. Licensee shall pay a single annual fee of \$150.00 to TNC in lieu of any other fee mentioned in the Site SOPs.

9. Term. The Agreement shall not become effective until signed by all of the Parties and will expire on December 31, 2029, if not terminated sooner. The Agreement may be terminated prior to its expiration date by either Licensee or TNC upon two weeks' written notice to the other Party.

10. Default. In the event that Licensee or Authorized Agent fails to comply with or is in default of any term of the Agreement, then in addition to the termination rights reserved to TNC hereunder, TNC shall have the right (i) upon prior notice to Licensee, to immediately suspend the rights of access and entry provided herein until Licensee or Authorized Agent takes such action as is necessary, in the reasonable judgment of TNC, to return to compliance with or cure any default under the terms of the Agreement, (ii) to immediately terminate the Agreement with written or verbal notice to Licensee (which may be by notice to the Project Manager), and (iii) to pursue all remedies at law and in equity. Upon a default by Licensee or Authorized Agent, TNC shall retain any fees paid by Licensee under the Agreement. Licensee waives the defenses of laches and estoppel with respect to any delay by TNC in acting to enforce any provision, or exercise any rights, set forth in this Agreement.

11. Notices. Except as specifically provided otherwise herein, all notices and other communication hereunder shall be in writing and shall be deemed fully given and received (i) when hand-delivered to the receiving Party's street address shown below; (ii) when sent by e-mail to one of the persons listed below provided a copy is sent the same day (or the next business day if sent other than within business hours) by method (i) or (iii); (iii) one day after deposit with a national overnight courier addressed to the receiving Party's street address; or (iv) upon receipt of

a certified return receipt, following deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving Party at that Party's mailing address, shown below.

**If to TNC:**

The Nature Conservancy  
Attn: Beatriz Pace-Aldana, Research Coordinator  
Disney Wilderness Preserve  
2700 Scrub Jay Trail  
Kissimmee, FL 34759  
E-mail: [bpac-aldana@tnc.org](mailto:bpac-aldana@tnc.org)

**If to Licensee:**

*Tohopekaliga Water Authority*  
Attn: Executive Director  
Address: 951 Martin Luther King Blvd,  
Kissimmee, FL 34741  
Email: [tswingle@tohowater.com](mailto:tswingle@tohowater.com)

*Central Florida Tourism Oversight District*  
Attn: District Administrator  
Address: 1900 Hotel Plaza Blvd,  
Lake Buena Vista, FL 32830  
Email: [skopelousos@oversightdistrict.org](mailto:skopelousos@oversightdistrict.org)

*Orange County*  
Attn: Director, Orange County Utilities  
Address: 9150 Curry Ford Road  
Orlando, FL 32825  
Email: [ed.torres@ocfl.net](mailto:ed.torres@ocfl.net)

*Polk County*  
Attn: Utilities Director  
Address: 1011 Jim Keene Blvd.  
Winter Haven, FL 33880  
Email: [tamararichardson@polk-county.net](mailto:tamararichardson@polk-county.net)

12. Assignment. Licensee shall not transfer or assign any rights, obligations or other interests in the license embodied in the Agreement to any other person or entity.
13. Litigation and Attorneys' Fees. In the event it shall be necessary for either Party to bring suit to enforce any provision hereof, each Party will bear its own costs, expenses and attorneys' fees in such litigation.
14. Governing Law and Binding Effect. The Agreement and the interpretation and enforcement of same shall be governed by, and construed in accordance with, the laws of the State

of Florida. Nothing in the Agreement is intended to and shall not constitute a waiver of sovereign immunity or of any other privilege or immunity afforded by law to Licensee or its respective officers, officials, employees and agents. The captions and paragraph headings used herein are for descriptive purposes only and do not limit, define or enlarge the terms of the Agreement. Each of the recitals set forth at the beginning of this instrument, and any attachments referenced herein and attached hereto, are incorporated into the Agreement by reference.

15. Entire Agreement; Amendment. The Agreement, including Attachments, Exhibits, and Addenda, constitutes the entire agreement of the Parties. The Agreement supersedes all prior agreements and understandings, oral or written, between the Parties with respect to this subject matter. The Agreement may only be modified or amended by a writing signed by a written instrument executed by all Parties and shall not become effective and binding until executed by all Parties.

16. Effective Date. The effective date of the Agreement shall be the date upon which the Agreement is executed by the last signatory.

17. No Recordation. Licensee shall not cause the Agreement, or notice of it, to be recorded in the public records.

18. Counterparts. The Agreement may be executed in counterparts by the Parties hereto and each counterpart shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the Parties hereto.

19. Name and Logo. Licensee and Authorized Agent may not use the name or logo of TNC without prior written consent.

20. Survival. The representations, warranties and covenants of the Parties contained in the Agreement shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each caused the Agreement to be executed on the dates set forth below.

**TNC:**

**THE NATURE CONSERVANCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

**CENTRAL FLORIDA TOURISM  
OVERSIGHT**

By: \_\_\_\_\_  
S.C. Kopelousos, District Administrator

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Alycia M Mills, District Clerk

**LICENSEE:**

**TOHOPEKALIGA WATER AUTHORITY**  
By: Board of Supervisors

By: \_\_\_\_\_  
Henry Thacker, Chair

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tom White, Secretary

**LICENSEE:**

**POLK COUNTY**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
T.R. Wilson, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:  
STACY M. BUTTERFIELD, CLERK

By: \_\_\_\_\_  
Deputy Clerk



**LICENSEE:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

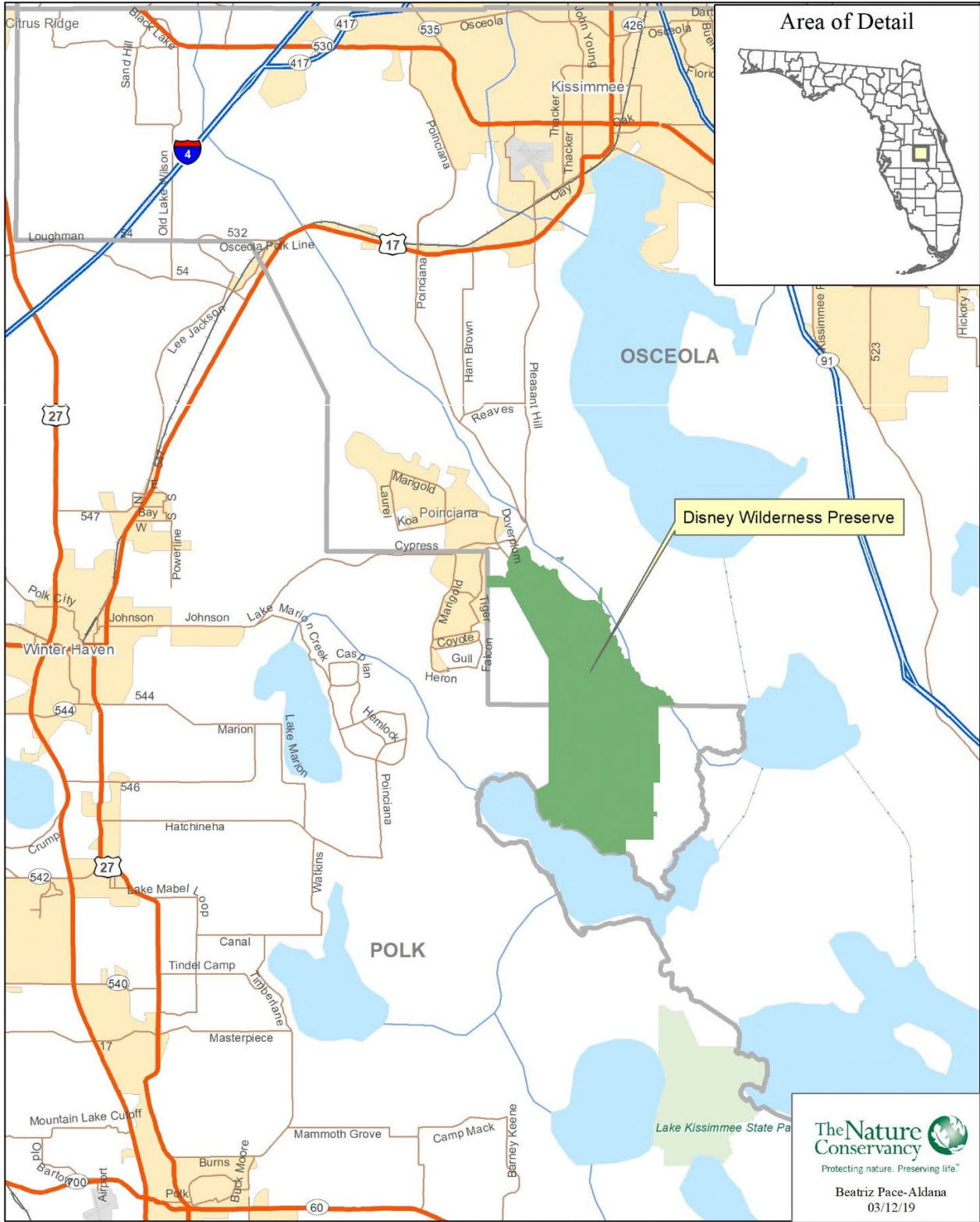
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

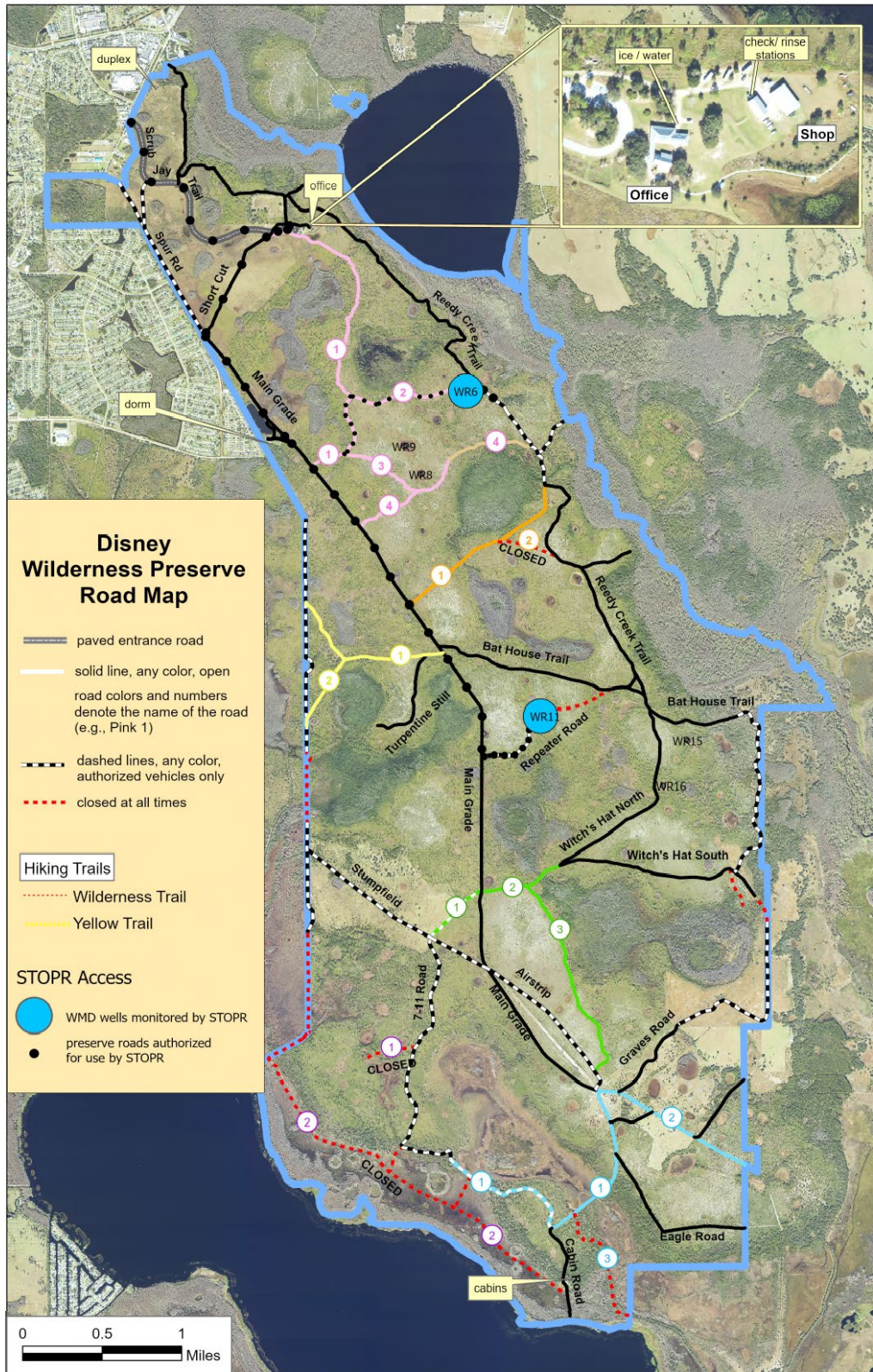
Deputy Clerk

Print Name: \_\_\_\_\_

Attachment 1: Location of the Disney Wilderness Preserve in Polk and Osceola Counties, Florida



Attachment 2. Access for STOPR Monitoring at the Disney Wilderness Preserve.





## **Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves**

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The Nature Conservancy is a science-based organization and supports scientific research use at its facilities that are compatible with stewardship management, education, and outreach activities. The policies and procedures outlined in this document are to be followed to conduct on-site research, sample collection, and data requests. These policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites.

### **REQUESTING RESEARCH USE**

1. **Contact information.** If you are interested in utilizing any of The Nature Conservancy's (TNC) Florida preserve facilities for research or monitoring activities, please contact Beatriz Pace-Aldana, Research Coordinator, at [bpace-aldana@tnc.org](mailto:bpace-aldana@tnc.org) or at (407) 984-7983. This should be done before submitting any research applications.
2. **Research application.** A research/collection permit application and project description need to be completed and approved prior to starting a research project. Applications are obtained from the Research Coordinator.
3. **Student applicants.** Student research projects (College/University) require a faculty member to submit Research Applications and supporting paperwork. The faculty member will be responsible for all actions and fees of student research. Each student project requires a separate application.
4. **Other required permits.** All relevant permits (institutional, state, federal) need to be provided before an application can be reviewed.
5. **Liability waivers.** All individuals associated with research projects that plan to visit TNC facilities will need to submit a signed TNC liability waiver to the Research Coordinator.
6. **Fees.** A research use fee is applied to approved research activities. Please see Fee Schedule for more information.
7. **Plot markers.** For projects needing to use marking material such as PVC tape/flagging, each project is required to have its own unique marking pattern/color. The Research Coordinator maintains a list of currently reserved marking material. All marking material is to be removed once the research project/activity has been completed.
8. **Project ID.** Once an application has been approved, a project use permit ID will be assigned for each project.
9. **Change to permitted activities.** Requests for any change from permitted activities (e.g., study location, personnel, species of focus, sample collection, project timeline, impact to habitats/species/environment, etc.) must be submitted in writing to the Research

Coordinator for review prior to enacting the change. Updates to institutional (IACUC), state and/or federal permits shall be provided to the Research Coordinator.

## **GENERAL ACCESS & USE OF PRESERVE FACILITIES**

10. **Site orientation.** An initial site visit will be arranged with the Research Coordinator or preserve staff for orientation to site, staff, and facilities once the project is approved. A resource packet will be also provided via email and will contain contact information, maps, and policies & procedures.
11. **Research visit notification.** Researchers are required to sign-in/out at the designated check station kiosk when visiting the following staffed preserve sites: Apalachicola Bluffs & Ravines Preserve, Blowing Rocks Preserve, Disney Wilderness Preserve, or Tiger Creek Preserve. Researchers using these sites should also stop by the preserve office to notify operations staff on the day of their visit. Advance notice is not required.
  - a. **Non-staffed preserve.** A 24-hour notice of intent to visit via text or email is required. See site specific policy & procedures for contact information.
12. **Gate access.** Access to preserves will be either through a combination and/or key lock [see attached site specific requirements for Disney Wilderness Preserve]. Entrance and internal gates should be left as found, unless otherwise stated in the site-specific policies and procedures.
13. **Vehicle Use.** Researchers must provide their own vehicles. Four-wheel drive is necessary and should be used when traveling preserves, except on entrance roads.
  - a. **Speed limits.** Speed limit is restricted to 15 miles an hour unless otherwise posted. Where there is standing water, reduce speeds to 5 mph or less to reduce road deterioration.
  - b. **Authorized roads and parking.** Where vehicles are permitted, visitors must restrict vehicle use to roads marked as authorized on preserve maps. Please do not drive vehicles along trails. Refer to site specific requirements for instructions on parking of vehicles along preserve roads.
  - c. **Leaving of vehicles overnight.** Vehicles needing to be left overnight at a preserve should be arranged with the Operations Coordinator. A designated location will be provided.
  - d. **Road obstructions and puddles.** Please report downed trees or other adverse road conditions to preserve staff as soon as possible. Do not drive around obstructions or puddles.
14. **Plots and other research infrastructure.** Placement of study plots, equipment, or associated structures must be approved by the Research Coordinator before establishment. Proposed locations of plots and equipment and the level of disturbance from the research activity will be evaluated to determine their proximity to wildlife protection zones, existing research areas, etc. The Research Coordinator will provide shapefiles of the areas to be avoided. Refer to site-specific policies and procedures for more information.
15. **Mapping research locations.** Once research locations have been approved, researchers shall provide GPS locations or shapefiles for installed plots, equipment locations, and/or active survey areas to the Research Coordinator.

16. **Historic artifacts.** Removal or disturbance of historic or cultural artifacts (e.g., arrowheads, pottery, etc.) is prohibited.
17. **Biosecurity.** Biosecurity is defined as practical steps that can be taken to minimize the spread of unwanted invasive species. The Nature Conservancy facilities follow these procedures for biosecurity:
  - a. **Introduction of species.** The introduction or use of non-native invasive species (NNIS) not found on specific preserves are prohibited without written approval from TNC.
  - b. **Rinsing of vehicles.** All vehicles and equipment must be thoroughly cleaned of all vegetative debris and soil prior to accessing TNC properties where rinse stations are available. All equipment is subject to inspection by TNC staff prior to entry. Any equipment found to be deficient will not be allowed access. See site specific information for on-site rinse station availability. All vehicles, including ATVs, must be rinsed at the beginning of each visit at designated facilities before leaving the preserve entrance roads. See site specific information for locations of rinse areas.
  - c. **Aquatic flora/fauna.** Aquatic flora/fauna must be removed from nets before they are moved between waters.
  - d. **Use of Aquatic Sampling Equipment.** All aquatic sampling equipment (nets, dredges, etc.) shall be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams, as well as before coming onsite.
  - e. **Use of Boats.** To reduce introduction of nonnative species into the lakes, ponds, and streams, non-Conservancy boats are prohibited from being brought on site unless an individual receives written permission from TNC. If permission has been granted, then the non-Conservancy boat will be required to be quarantined onsite for 30 days before using on lakes or ponds. The boat will also be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams.
18. **Fire management.** All uplands of our preserves are fire managed. Areas to be burned are determined at the beginning of the calendar year. The Conservancy will share its fire management schedule for the year. Researchers will be notified by email/text/kiosk regarding when and where prescribed fires are being conducted on a given day. However, TNC cannot guarantee more than 24 hours' notice before a burn day, and in most cases, notification will occur the morning of the burn.
  - a. TNC will make every effort to avoid damage or loss to research equipment; however, protection of research equipment is the responsibility of the researcher. TNC is not responsible or liable for damage or loss to research plots or equipment.
  - b. Researchers are not permitted on prescribed burns unless approved and coordinated with the burn boss of the fire.
19. **Annual Activity report.** At the end of each calendar year, the Research Coordinator will contact Principal Investigators for information on the types of data collected and results for inclusion in TNC's annual monitoring and research report.

## **SPECIMEN COLLECTION**

20. **Collection for state repositories.** Specimen collection for state repositories (Universities, museums, agencies, NGOs) is allowed (requires application). All state and federal permit requirements do apply. The Conservancy's Research/Collection permit application must be submitted and approved before collection can occur.
21. **Private collection.** Private collection is prohibited.

## **DATA REQUESTS**

22. **Data Utilization Agreement.** Completion of a Data Utilization Agreement is required before TNC data sets can be distributed.
23. **Sharing of TNC data.** The Nature Conservancy data sets that are used for research and in publications shall not be shared.

## **POST-PROJECT PROCEDURES**

24. **Equipment removal.** Once a project or class activity has been completed, all plot markers and equipment must be removed unless otherwise agreed upon by The Nature Conservancy. A fee may also be levied against a researcher if equipment/marketing material is not removed by a specified time. Noncompliance could jeopardize future access to TNC sites.
25. **Equipment returns.** Any equipment, keys, or other items the property of TNC shall be returned at the end of the project.
26. **Publication of research.** Publications resulting from the use of TNC facilities, samples, or data must acknowledge The Nature Conservancy. Researchers should notify the Research Coordinator when publications are available.
27. **Data repository uploads.** Researchers shall notify the Research Coordinator if data generated from their project is uploaded to an open public data repository.

## Site-Specific Policies and Procedures for Research Use of The Nature Conservancy's Disney Wilderness Preserve

This document outlines policies and procedures that apply to the Disney Wilderness Preserve in addition to those in the document Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves. Both the general and these site-specific policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites.

### GENERAL ACCESS & USE OF PRESERVE FACILITIES

1. **Review document:** Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves.
2. **Preserve entrance gate:** 2700 Scrub Jay Trail, Kissimmee, FL 34759.
  - a. **Business hours access.** The entrance gate is open Monday through Friday 9am to 5pm.
  - b. **Nonbusiness hours access.** For access during nonbusiness hours, researchers may use the combination lock labeled TNC2, which is only on the exit gate. The combination changes monthly; notifications of new lock combinations will be sent monthly via email or text to all researchers with active permits. Do not bypass locks when locking the gate. Entrance & exit gates should be left as found when arriving or exiting the preserve.
3. **Research visit notification.** Researchers are required to sign-in/out at the check station kiosk located behind preserve admin offices (see preserve map for specific location).
4. **Vehicle Use.**
  - a. **Parking on preserve roads.** Please park along the edges of a road, allowing enough space for other vehicles to pass. If there is more than one vehicle, please park on the same side of the road.
  - b. **Road closures.** During the rainy season, prescribed fire or other management activity, there are often temporary road closures. Updated road maps will be posted at the check station kiosk as well as sent via email/text to all researchers with active permits.
  - c. **Interior gates.** Some preserve areas have interior gates without locks. Regardless if they are found open, always close these gates.
  - d. **Reporting of road conditions.** Report areas where your vehicle got stuck but you were able to get out without TNC staff assistance. This information will be used to update road maps with problem areas and to identify road improvement needs.
  - e. **Rinsing of vehicles.** Rinse all vehicles, including ATVs, at the beginning of each visit before leaving the paved entrance road or office/shop area. The vehicle washing station is located by the shop behind the office (See preserve map). Note: the water at the rinse station is rainwater and therefore not potable.
5. **Sensitive wildlife areas.** Research activity is restricted around Red-cockaded Woodpecker (RCW) cavity trees and Bald Eagle nest trees throughout the preserve.



- a. **New research projects.** Survey areas, plots, and other research infrastructure must be placed at the following minimum distances: 100 meters away from RCW cavity trees and 200 meters from Bald Eagle nest trees. Trees for both species are marked with white bands around the trunk. Maps and shapefiles of these trees will be provided to aid in siting of new research areas.
- b. **Listed species impact to research.** RCWs and eagles may create a new cavity or nest tree in an established research area. In these cases, research use of the areas may continue; however, please adhere to the procedures below to minimize disruption to nesting, feeding of chicks, and fledging during the breeding season. Maps of active cavity/nest trees will be provided at the beginning of the breeding season for each species.
  - i. **Red-cockaded Woodpeckers.** During the breeding season (April 1– August 30), all researchers and vehicles must keep at least 100 meters away from active nest trees, which will be flagged for easy identification.
  - ii. **Bald Eagles.** During the eagle nesting season (October 1 – May 15), park vehicles at least 200 meters away from active nests and otherwise remain a minimum distance of 100 meters from the nest.

Attachment 4. Authorized Agent's Indemnity and Release

\_\_\_\_(Insert Name)\_\_\_\_\_ (“Authorized Agent”) as Authorized Agent pursuant to the terms of that certain Entry and Access License Agreement entered into on \_\_\_\_\_ by and between The Nature Conservancy (“Licensor”) and Orange County, Polk County, Tohopekaliga Water Authority, and the Central Florida Tourism Oversight District, hereby agree to indemnify and hold harmless Licensor, its officers, directors, employees, agents and invitees from all claims, loss, damage and expense, including attorney fees and costs, arising from the negligent and wrongful acts or omissions of Authorized Agent's officers, employees and agents in the performance of its duties as Authorized Agent.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Insert name of AUTHORIZED AGENT)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**Board Meeting Date: 02/28/2024**

Subject: Contract #C006658 Osceola Parkway & World Drive interchange resurfacing and guardrail replacement project

Presented By: Craig Sandt, Principal Construction Manager

Department: Public Works

**STAFF RECOMMENDATION (Motion Ready):** (Motion Ready): Approve Agenda Item #8.1 award of contract for the Osceola Parkway and World Drive interchange resurfacing and guardrail replacement project to Watson Civil Construction, Inc. in the amount of \$4,868,620.00

**RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** Bid released to the public: December 5, 2024

**BACKGROUND:** This Project encompasses critical roadway improvements and safety upgrades, including the following:

- Maintenance of Traffic (MOT) measures and lane closures.
- Erosion and sedimentation control.
- Guardrail removal and replacement to align with updated specifications.
- Milling and resurfacing of designated pavement areas.
- Installation of updated signage and pavement markings.

Scope of Work:

The project includes the following locations:

- Milling & Resurfacing: Osceola Parkway – From BVD to World Drive
- Guardrail Replacement – Along northbound and southbound World Drive, eastbound and westbound Epcot Center Drive, and eastbound and westbound Osceola Parkway.

The proposed upgrades aim to enhance roadway safety, comply with current standards, and ensure the longevity of the infrastructure.

**FINDINGS AND CONCLUSIONS:** On December 5, 2024, Invitation to Bid #C006658 was released to bid for the construction of the Osceola Parkway & World Drive Interchange Resurfacing. A total of four (4) bids were received as follows:

<b>Contractor</b>	<b>Location</b>	<b>Sample Project Bid Amount</b>
Watson Civil Construction, Inc.	St. Augustine, Florida	\$4,868,620.00
Ranger Construction Industries, Inc.	West Palm Beach, Florida	\$5,117,953.60
Superior Asphalt, Inc.	Bradenton, Florida	\$6,237,424.00
Hubbard Construction Company	Winter Park, Florida	\$6,246,296.82

Watson Civil Construction, Inc. was the lowest responsive and responsible bidder. The Public Works Department is requesting approval of the contract for this project with Watson Civil Construction, Inc. in the amount of \$4,868,620.00.

**FISCAL IMPACT:** The total cost of the project is \$4,868,620.00. This expenditure is fully funded through the planned Planning and Engineering work budget under project codes 25RDS001 and 25RDS002.

**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 #C006658



# Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

Agreement: C006658

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## PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: February 28, 2025

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<b>Owner:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Owner's Representative:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Engineer/Architect of Record: Pavement Plan Designer</b>	Kissinger Campo & Associates 111 N. Magnolia Avenue, Suite 1050 Orlando, Florida 32801
<b>Engineer/Architect of Record: Guardrail Designer</b>	HNTB Corporation 200 Colonial Center Parkway, Suite 200 Lake Mary, Florida 32746
<b>Contractor:</b>	Watson Civil Construction, Inc. 319 West Town Place, Suite 25 St. Augustine, Florida 32092

## PROJECT MANUAL

Definition: The compilation of Documents listed herein is hereinafter referred to as the Project Manual.

The following listed documents comprise the Project Manual entitled:

Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

### ISSUED FOR CONSTRUCTION

Contract Number: **C006658**

## CONTRACT DOCUMENTS

### Agreement

- Exhibit A – Project Description and List of Contract Documents
- Exhibit B – Project Milestone Schedule
- Exhibit C – Recap of Contract Sum
- Exhibit D – Pending Alternates
- Exhibit E – Unit Price Schedule, including Attachment 1 to Exhibit E – Schedules of Hourly Wage Rates and Contractor-Owned Equipment Rates

### Special Contract Conditions

- General Conditions of the Contract for Construction
- Payment Bond
- Performance Bond
- Consent of Surety for Partial Payment Application
- Dual Oblige Rider
- Contractor's Interim Affidavit (sample form), including Schedule A
- Contractor's Request for Information (“RFI”) (sample form)
- Directive (sample form)
- Change Order (sample form), including Exhibit A
- Close-Out Change Order (sample form includes Certificate of Substantial Completion)
- Punch List (sample form)
- Specification Section 00850 – List of Drawings and Specifications
- Specification Section 01010 – Summary of Work

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project, revised February 13, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications – For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project, revised February 13, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Drawings and Specifications (with the exception of the Specifications listed below) are available electronically for viewing or download under the Invitation to Bid (“ITB”) C006658: Milling & Resurfacing Pavement 2025 Program at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124565#> under Documents and Addenda.

Specification Section 00850 - List of Drawings and Specifications, contained in the Agreement, revised February 13, 2025.

Specification Section 01010 - Summary of Work, contained in the Agreement, revised February 13, 2025.

**END OF TABLE OF CONTENTS - PROJECT MANUAL**



**Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of February 28, 2025, 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 **Watson Civil Construction, Inc.** (herein referred to as the “Contractor”), whose mailing address is 319 West Town Place, Suite 25, St. Augustine, Florida 32092.

**WITNESSETH**

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006658 on December 9, 2024 for Milling & Resurfacing Pavement 2025 Program;

WHEREAS, four (4) bidders responded, and Watson Civil Construction, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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

**Article 1  
DEFINITIONS: THE CONTRACT DOCUMENTS**

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

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

**Article 2  
STATEMENT OF THE WORK**

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

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

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

**Article 3  
OWNER'S REPRESENTATIVE**

3.1. The Owner's authorized representative (herein referred to as the “Owner's Representative”) shall be **Craig Sandt, Construction Manager** whose mailing address is Post Office Box 690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at



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

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

**Article 4  
THE ARCHITECT/ENGINEER**

- 4.1. The Architect/Engineer(s) for the Project (herein referred to as the "A/E") are as follows:
- a. Pavement Plan Designer: Kissinger Campo & Associates, 111 N. Magnolia Avenue, Suite 1050, Orlando, Florida 32801.
  - b. Guardrail Designer: HNTB Corporation, 200 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746.

**Article 5  
TIME OF COMMENCEMENT AND COMPLETION**

5.1. The Contractor shall commence the Work promptly upon receipt of written Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work within 180 Days** after issuance of said NTP (such period of time is herein referred to as the "Contract Time") and in accordance with such interim milestone dates (herein referred to as the "Milestones") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.

5.2. If any Work is performed by the Contractor prior to the execution of this Agreement based on receipt of written notice to proceed, all such Work performed shall be in accordance with and governed by the Contract Documents.

5.3. The Contractor acknowledges that the Owner has made no warranties to the Contractor, expressed or implied, that the Contractor will be able to follow a normal, orderly sequence in the performance of the Work or that there will be no delays in, or interference with, the Work.

**SUBSTANTIAL COMPLETION**

Substantial Completion of the Work shall be achieved no later than **170 DAYS from the Notice-to-Proceed**. The Notice-to-Proceed is defined as the date the Owner provides the Notice to Contractor to begin the project.

**FINAL COMPLETION**

Final Completion of the Work shall be achieved no later than **180 DAYS from the Notice-to-Proceed**.

**Article 6  
CONTRACT SUM**

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, an amount not to exceed **FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00)** (herein referred to as the





“Contract Sum”) to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

#### **Article 7 APPLICATIONS FOR PAYMENT**

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

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

8.1. Based on the Contractor's Application for Payment, the Schedule of Values submitted by the Contractor and approved by the Owner, and the Owner’s approval of the Application for Payment pursuant to Article 9 of the General Conditions, the Owner shall make monthly payments to the Contractor on account of the Contract Sum. Such monthly payments shall be made on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of such documentation as the Owner may require pursuant to Article 9 of the General Conditions to substantiate the amount owed, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval thereof as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Each such monthly payment shall be in an amount equal to ninety-five percent (95%) of the net amount allowed the Contractor for labor, materials and equipment incorporated or used in the Work (or suitably stored at the job site if the Owner has agreed in advance to pay for such stored materials and equipment) through the Payment Application Date, as indicated in the Owner's approval of the Application for Payment, after deducting any sums withheld by the Owner pursuant to the Contract Documents and the aggregate of all previous payments to the Contractor on account of the Contract Sum. Upon Substantial Completion of the Work, as determined by the Owner, the Owner shall pay to the Contractor a sum sufficient to increase the aggregate payments theretofore made to the Contractor on account of the Contract Sum to ninety-five percent (95%) of the Contract Sum, less such retainage as the Owner shall determine is necessary for all incomplete Work, unsettled claims or other matters for which the Owner is permitted to withhold under the General Conditions.

8.2. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Contractor of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.

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

#### **LIQUIDATED DAMAGES**

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by the District), the Contractor shall pay and/or the District may retain from the



Contract No: C006658

compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$2,667.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages do not apply to final completion dates.

### **Article 9 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 9.1. The Contractor hereby represents and warrants to the Owner that:
- a. it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;
  - b. it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
  - c. all equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications) and the equipment, the materials and the Work shall be of the best quality, free from faults and defects and shall strictly conform to the Contract Documents; and
  - d. it has, by careful examination satisfied itself as to: (i) the nature, location and character of the job site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (ii) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (iv) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.

9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.

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

### **Article 10 TERMINATION**

10.1. Termination of the Contract by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the General Conditions. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including compensation for any additional architectural, engineering, management



Contract No: C006658

and administrative services, such excess shall, upon the completion of the Work, be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

**Article 11  
LEGAL PROCEEDINGS**

11.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

11.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

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

**Article 12  
PUBLIC RECORDS**

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**



**TO THIS AGREEMENT, CONTACT THE OWNER’S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLICRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLICRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.**

**Article 13  
E-VERIFY COMPLIANCE**

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

**Article 14  
NON-FUNDING**

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

**Article 15  
NO WAIVER OF SOVEREIGN IMMUNITY**

15.1. Nothing in this Agreement operates as a waiver of District’s sovereign immunity or any rights or limits of liability existing under Florida law. District’s indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Contractor. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.

**Article 16  
SCRUTINIZED COMPANIES**

16.1. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

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.



Contract No: C006658

- 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.

**Article 17**  
**PUBLIC CONSTRUCTION BOND**

17.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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

OWNER:  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONTRACTOR:  
**WATSON CIVIL CONSTRUCTION, INC.**

Signature: \_\_\_\_\_

Signature: Craig Peplinski

Print Name: Alexis Yarbrough

Print Name: Craig Peplinski

Title: Chairman of the Board of Supervisors

Title: VP

Date: February 28, 2025

Date: February 17, 2025

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006658**

I. Project Description

The Project is briefly described as follows:

The scope of work for the Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement

Project includes, but is not limited to:

- Maintenance of Traffic/Lane Closures
- Erosion and Sedimentation Control
- Guardrail Removal and Replacement
- Curb and Gutter Removal and Replacement
- Milling and Resurfacing
- Signage
- Pavement Markings

**Milling & Resurfacing:**

Osceola Parkway from Buena Vista Drive to World Drive milling and resurfacing includes milling depths ranging from 4” to 1.5” and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG76-22), Friction Course FC-5 (PG 82-22) and Friction Course FC-12.5 (Traffic E) (PG82-22).

**Guardrail:**

The guardrail requiring replacement, in order to meet updated guardrail specifications, spans across the following locations: northbound and southbound World Drive corridor, east and westbound Epcot Center Drive and as well as east and westbound Osceola Parkway.

Existing guardrail shall be removed, miscellaneous asphalt pad removed and new asphalt replaced and rolled in prior to new guardrail installation. All removed guardrail runs shall be replaced within the same shift, or will otherwise need barrier wall installed to protect existing conditions (to be designed and submitted as part of the Contractor’s Temporary Traffic Control “TTC” Plan).

Embankments adjacent to all guardrail pads shall be graded to meet required slopes. Fill dirt may be required as needed. Some minor curb and gutter replacement work, as well as tree clearing work shall be performed as noted in the plans.

**Refer to Specification Section 01010 – Summary of Work (attached herein) for the complete scope of work.**

**ADDENDA CLARIFICATIONS**

1. No monthly pictures or video submittals will be required for this project. A preconstruction video shall be submitted to the Owner prior to commencing work onsite.
2. No as-built submittals are required for the milling and resurfacing portion of the project. For the guardrail, GPS northing and eastings of the guardrail start and end points, as well as intermediate points every 100 FT for each run shall be submitted to Owner at the completion of each new guardrail installation.
3. No geotech report on soils will be provided. There is no unsuitable subsoil removal as part of this project. Asphalt core reports from Ardaman & Associates Inc. are attached to Invitation to Bid (“ITB”) C006658: Milling & Resurfacing Pavement 2025 Program as Exhibit F under the Documents Tab available at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124565#>.
4. No subsoil excavation is anticipated as part of this project scope.
5. Detail for the milling and paving on the on ramp from Buena Vista Drive to Osceola Parkway eastbound; and the off ramp from Osceola Parkway westbound to Buena Vista Drive: The milling and resurfacing is covered within the typical section No. 1 detail for Osceola Parkway as it includes the gore and auxiliary lane (ramp) within the station limited listed (STA. 17+07.15 to STA. 23+68.11) (EB). Refer to ITB C006658

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006658**

Exhibit E under the Documents Tab available at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124565#>.

6. No stationed baseline will be added to the guardrail replacement plans. Guardrail limits are not based on surveyed information. They are based on lengths from hazards or wall connections. The offsets are from the existing edge of travel. Sufficient information is provided to build the guardrail as shown in the plans and bid documents.
7. The required permit(s) from the Central Florida Tourism Oversight District (“CFTOD”) will not be assessed fees.
8. No CADD files will be provided.
9. The cost of all shrub and tree removal as it relates to Guardrail #79 are included within the Contractors’ bid and will not be paid via Allowance #2. Any irrigation and sod/landscape restoration shall be coordinated with CFTOD Construction Management and Horticulture/Facilities and paid for against Allowance #2-Irrigation and Landscape Restoration. As this allowance shall be used for special cases, all other sod restoration as it relates to the milling and resurfacing, or other guardrail areas is accounted for within the Contractor’s bid, and will not be covered under this allowance.
10. Contractor shall coordinate with the Planning & Engineering Department to develop an approved Erosion Control Plan as it relates to the Milling & Resurfacing operation equipment laydown as well as the guardrail installations. Minimal erosion control devices (silt fence, drain socks, etc.) are expected for the paving portion of this project outside of the equipment laydown area. Guardrail erosion control devices will be site specific depending on location and proximity to storm inlets and potential for infiltration.
11. All hand digging, soft digging (vacuum excavation) and ground penetrating radar (“GPR”), needed to be performed in order to identify utilities within the vicinity of guardrail post installations, are included within the Contractors’ bid and will not be paid via Allowance #1. This Allowance shall be utilized for unknown utility conflicts that could potentially arise during construction. Use of the allowance shall be coordinated on a case-by-case basis with the CFTOD Construction Management team. This utility identification/survey (whether by means of GPR, hand or soft digging) are allocated within the appropriate alternate based on the Contractor’s bid for each guardrail section. There is not any hand digging, soft digging or GPR survey expected within the “Milling & Resurfacing” scope of this Contract, and therefore costs for guardrail soft digging shall not be allocated to this section.

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II. List of Contract Documents

- A. Drawings: Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project, revised February 13, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- B. Specifications: For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project, revised February 13, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- C. This Exhibit A, Project Description and List of Contract Documents, 3 pages
- D. Exhibit B, Project Milestone Schedule, 1 page
- E. Exhibit C, Recap of Contract Sum, 7 pages

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006658**

- F. Exhibit D, Pending Alternates, 1 page
- G. Exhibit E, Unit Price Schedule, including Attachment 1, Schedules of Hourly Wage & Contractor-Owned Equipment Rates, 3 pages
- H. Special Contract Conditions, June 2023 Ed., 15 pages
- I. General Conditions of the Contract for Construction, including table of contents, February 2025 Ed., 26 pages
- J. Payment Bond, 2 pages
- K. Performance Bond, 2 pages
- L. Consent of Surety for Partial Payment Application, 1 page
- M. Dual Oblige Rider, 1 page
- N. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- O. Contractor's Request for Information (SAMPLE), 1 page
- P. Directive (SAMPLE), 1 page
- Q. Change Order (SAMPLE), including Exhibit A, 2 pages
- R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through F, 9 pages
- S. Punch List (SAMPLE), 1 page
- T. Specification Section 00850 - List of Drawings and Specifications, 4 pages
- U. Specification Section 01010 - Summary of Work, 18 pages

**End of Exhibit A**



**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006658**

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

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	170 Days from Notice-to-Proceed
Final Completion	Day 170	180 Days from Notice-to-Proceed

**End of Exhibit B**

**EXHIBIT C  
 RECAP OF CONTRACT SUM  
 Contract No.: C006658**

The Contract Sum of **\$4,868,620.00** is based on the Contractor’s proposed Base Bid, Allowances #1 - #2, and Alternates #1 - #18 as itemized below.

MILLING & RESURFACING – BASE BID						
OSCEOLA PARKWAY FROM BUENA VISTA DRIVE TO WORLD DRIVE (25RDS001)						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
1	GENERAL CONDITIONS	Permits and Fees	LS	1	\$1,000	\$1,000
2		Performance and Payment Bonds	LS	1	\$35,000	\$35,000
3		Project Management	MO	4	\$16,000	\$64,000
4		Monthly Schedule Updates	MO	4	\$500	\$2,000
5		Submittals and Shop Drawings	LS	1	\$5,000	\$5,000
6		Daily Reporting	MO	4	\$500	\$2,000
7		Mobilization and Demobilization	LS	1	\$300,000	\$300,000
8		Field Coordination and Layout	MO	4	\$1,000	\$4,000
9		Erosion and Sedimentation Control	LS	1	\$25,000	\$25,000
10		Site Stabilization (Sodding)	LS	1	\$10,000	\$10,000
11		Maintenance of Traffic (MOT)	MO	4	\$45,000	\$180,000
12	ROADWAYS	4" Milling of Existing Asphalt Pavement	LS	1	\$145,000	\$145,000
13		3.5" Milling of Existing Asphalt Pavement	LS	1	\$12,000	\$12,000
14		3" Milling of Existing Asphalt Pavement	LS	1	\$34,000	\$34,000
15		1.5" Milling of Existing Asphalt Pavement	LS	1	\$224,000	\$224,000
16		SP- Structural (PG76-22)	TN	7,000	\$175	\$1,225,000
17		FC-12.5 Friction (PG82-22)	TN	3,500	\$200	\$700,000
18		FC-5 Friction (PG 82-22)	TN	1,300	\$250	\$325,000
19		Signing and Pavement Markings	LS	1	\$217,000	\$217,000
<b>MILLING &amp; RESURFACING BASE BID SUBTOTAL</b>						<b>\$3,510,000</b>
<b>ALLOWANCES</b>						
20	ALLOWANCE #1	Secondary Utility Locating Services	LS	1	\$40,000	\$40,000
21	ALLOWANCE #2	Irrigation and Landscape Restoration	LS	1	\$20,000	\$20,000
<b>ALLOWANCES SUBTOTAL</b>						<b>\$60,000</b>
<b>ALTERNATES (GUARDRAIL)*</b>						
ALTERNATE #1		Epcot Center Drive Guardrail #5 Replacements	LS	1	\$91,500	\$91,500
ALTERNATE #2		Epcot Center Drive Guardrail #7 Replacements	LS	1	\$91,200	\$91,200
ALTERNATE #3		Epcot Center Drive Guardrail #109 Replacements	LS	1	\$40,350	\$40,350
ALTERNATE #4		World Drive Guardrail #23 Replacements	LS	1	\$61,800	\$61,800
ALTERNATE #5		World Drive Guardrail #25 Replacements	LS	1	\$67,600	\$67,600
ALTERNATE #6		World Drive Guardrail #26 Replacements	LS	1	\$43,400	\$43,400
ALTERNATE #7		World Drive Guardrail #27 Replacements	LS	1	\$67,800	\$67,800
ALTERNATE #8		World Drive Guardrail #28 Replacements	LS	1	\$47,650	\$47,650
ALTERNATE #9		World Drive Guardrail #29 Replacements	LS	1	\$54,750	\$54,750
ALTERNATE #10		World Drive Guardrail #31 Replacements	LS	1	\$39,620	\$39,620
ALTERNATE #11		World Drive Guardrail #67 Replacements	LS	1	\$148,500	\$148,500
ALTERNATE #12		World Drive Guardrail #79 Replacements	LS	1	\$65,700	\$65,700
ALTERNATE #13		Osceola Parkway Guardrail #96 Replacements	LS	1	\$75,900	\$75,900
ALTERNATE #14		Osceola Parkway Guardrail #98 Replacements	LS	1	\$117,100	\$117,100
ALTERNATE #15		Osceola Parkway Guardrail #100 Replacements	LS	1	\$67,600	\$67,600
ALTERNATE #16		Osceola Parkway Guardrail #110 Replacements	LS	1	\$50,600	\$50,600
ALTERNATE #17		Osceola Parkway Guardrail #111 Replacements	LS	1	\$81,950	\$81,950
ALTERNATE #18		Osceola Parkway Guardrail #114 Replacements	LS	1	\$85,600	\$85,600
<b>ALTERNATES SUBTOTAL</b>						<b>\$1,298,620</b>
<b>Base Bid, Allowances and Alternates - NOT TO EXCEED GRAND TOTAL</b>						<b>\$4,868,620</b>

\*Alternates are itemized on the following pages.

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #1 - EPCOT CENTER DRIVE GUARDRAIL #5 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
22	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
23		Performance and Payment Bonds	LS	1	\$100	\$100
24		Project Management	LS	1	\$100	\$100
25		Monthly Schedule Updates	LS	1	\$100	\$100
26		Submittals and Shop Drawings	LS	1	\$100	\$100
27		Daily Reporting	LS	1	\$100	\$100
28		Mobilization and Demobilization	LS	1	\$100	\$100
29		Field Coordination and Layout	LS	1	\$100	\$100
30		Erosion and Sedimentation Control	LS	1	\$100	\$100
31		Site Stabilization (Grading/Sodding)	LS	1	\$18,000	\$18,000
32		Maintenance of Traffic (MOT)	LS	1	\$12,100	\$12,100
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$31,000</b>
33	ROADWAYS	Misc. Asphalt	LS	1	\$12,000	\$12,000
34		Existing Guardrail & Pad Demo & Removal	LS	1	\$14,500	\$14,500
35		Guardrail #5	LS	1	\$34,000	\$34,000
<i>ROADWAYS SUBTOTAL</i>						<b>\$60,500</b>
<b>ALTERNATE #1 TOTAL</b>						<b>\$91,500</b>
<b>ALTERNATE #2 - EPCOT CENTER DRIVE GUARDRAIL #7 REPLACEMENTS</b>						
36	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
37		Performance and Payment Bonds	LS	1	\$100	\$100
38		Project Management	LS	1	\$100	\$100
39		Monthly Schedule Updates	LS	1	\$100	\$100
40		Submittals and Shop Drawings	LS	1	\$100	\$100
41		Daily Reporting	LS	1	\$100	\$100
42		Mobilization and Demobilization	LS	1	\$100	\$100
43		Field Coordination and Layout	LS	1	\$100	\$100
44		Erosion and Sedimentation Control	LS	1	\$100	\$100
45		Site Stabilization (Grading/Sodding)	LS	1	\$16,000	\$16,000
46		Maintenance of Traffic (MOT)	LS	1	\$12,200	\$12,200
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$29,100</b>
47	ROADWAYS	Misc. Asphalt	LS	1	\$12,000	\$12,000
48		Existing Guardrail & Pad Demo & Removal	LS	1	\$16,300	\$16,300
49		Guardrail #7	LS	1	\$33,800	\$33,800
<i>ROADWAYS SUBTOTAL</i>						<b>\$62,100</b>
<b>ALTERNATE #2 TOTAL</b>						<b>\$91,200</b>
<b>ALTERNATE #3 - EPCOT CENTER DRIVE GUARDRAIL #109 REPLACEMENTS</b>						
50	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
51		Performance and Payment Bonds	LS	1	\$100	\$100
52		Project Management	LS	1	\$100	\$100
53		Monthly Schedule Updates	LS	1	\$100	\$100
54		Submittals and Shop Drawings	LS	1	\$100	\$100
55		Daily Reporting	LS	1	\$100	\$100
56		Mobilization and Demobilization	LS	1	\$100	\$100
57		Field Coordination and Layout	LS	1	\$100	\$100
58		Erosion and Sedimentation Control	LS	1	\$250	\$250
59		Site Stabilization (Grading/Sodding)	LS	1	\$7,700	\$7,700
60		Maintenance of Traffic (MOT)	LS	1	\$7,000	\$7,000
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$15,750</b>
61	ROADWAYS	Misc. Asphalt	LS	1	\$1,800	\$1,800
62		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,700	\$10,700
63		Guardrail #109	LS	1	\$12,100	\$12,100
<i>ROADWAYS SUBTOTAL</i>						<b>\$24,600</b>
<b>ALTERNATE #3 TOTAL</b>						<b>\$40,350</b>

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #4 - WORLD DRIVE GUARDRAIL #23 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
64	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
65		Performance and Payment Bonds	LS	1	\$100	\$100
66		Project Management	LS	1	\$100	\$100
67		Monthly Schedule Updates	LS	1	\$100	\$100
68		Submittals and Shop Drawings	LS	1	\$100	\$100
69		Daily Reporting	LS	1	\$100	\$100
70		Mobilization and Demobilization	LS	1	\$100	\$100
71		Field Coordination and Layout	LS	1	\$100	\$100
72		Erosion and Sedimentation Control	LS	1	\$900	\$900
73		Site Stabilization (Grading/Sodding)	LS	1	\$13,000	\$13,000
74		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$23,500</b>
75	ROADWAYS	Misc. Asphalt	LS	1	\$6,900	\$6,900
76		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,800	\$10,800
77		Guardrail #23	LS	1	\$20,600	\$20,600
<i>ROADWAYS SUBTOTAL</i>						<b>\$38,300</b>
<b>ALTERNATE #4 TOTAL</b>						<b>\$61,800</b>
<b>ALTERNATE #5 - WORLD DRIVE GUARDRAIL #25 REPLACEMENTS</b>						
78	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
79		Performance and Payment Bonds	LS	1	\$100	\$100
80		Project Management	LS	1	\$100	\$100
81		Monthly Schedule Updates	LS	1	\$100	\$100
82		Submittals and Shop Drawings	LS	1	\$100	\$100
83		Daily Reporting	LS	1	\$100	\$100
84		Mobilization and Demobilization	LS	1	\$100	\$100
85		Field Coordination and Layout	LS	1	\$100	\$100
86		Erosion and Sedimentation Control	LS	1	\$1,400	\$1,400
87		Site Stabilization (Grading/Sodding)	LS	1	\$8,400	\$8,400
88		Maintenance of Traffic (MOT)	LS	1	\$7,000	\$7,000
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$17,600</b>
89	ROADWAYS	Misc. Asphalt	LS	1	\$10,500	\$10,500
90		Existing Guardrail & Pad Demo & Removal	LS	1	\$13,000	\$13,000
91		Guardrail #25	LS	1	\$26,500	\$26,500
<i>ROADWAYS SUBTOTAL</i>						<b>\$50,000</b>
<b>ALTERNATE #5 TOTAL</b>						<b>\$67,600</b>
<b>ALTERNATE #6 - WORLD DRIVE GUARDRAIL #26 REPLACEMENTS</b>						
92	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
93		Performance and Payment Bonds	LS	1	\$100	\$100
94		Project Management	LS	1	\$100	\$100
95		Monthly Schedule Updates	LS	1	\$100	\$100
96		Submittals and Shop Drawings	LS	1	\$100	\$100
97		Daily Reporting	LS	1	\$100	\$100
98		Mobilization and Demobilization	LS	1	\$100	\$100
99		Field Coordination and Layout	LS	1	\$100	\$100
100		Erosion and Sedimentation Control	LS	1	\$100	\$100
101		Site Stabilization (Grading/Sodding)	LS	1	\$12,000	\$12,000
102		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$21,700</b>
103	ROADWAYS	Misc. Asphalt	LS	1	\$2,800	\$2,800
104		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,900	\$8,900
105		Guardrail #26	LS	1	\$10,000	\$10,000
<i>ROADWAYS SUBTOTAL</i>						<b>\$21,700</b>
<b>ALTERNATE #6 TOTAL</b>						<b>\$43,400</b>

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #7 - WORLD DRIVE GUARDRAIL #27 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
106	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
107		Performance and Payment Bonds	LS	1	\$100	\$100
108		Project Management	LS	1	\$100	\$100
109		Monthly Schedule Updates	LS	1	\$100	\$100
110		Submittals and Shop Drawings	LS	1	\$100	\$100
111		Daily Reporting	LS	1	\$100	\$100
112		Mobilization and Demobilization	LS	1	\$100	\$100
113		Field Coordination and Layout	LS	1	\$100	\$100
114		Erosion and Sedimentation Control	LS	1	\$100	\$100
115		Site Stabilization (Grading/Sodding)	LS	1	\$17,000	\$17,000
116		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$26,700</b>
117	ROADWAYS	Misc. Asphalt	LS	1	\$9,200	\$9,200
118		Existing Guardrail & Pad Demo & Removal	LS	1	\$12,000	\$12,000
119		Guardrail #27	LS	1	\$19,900	\$19,900
<i>ROADWAYS SUBTOTAL</i>						<b>\$41,100</b>
<b>ALTERNATE #7 TOTAL</b>						<b>\$67,800</b>
<b>ALTERNATE #8 - WORLD DRIVE GUARDRAIL #28 REPLACEMENTS</b>						
120	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
121		Performance and Payment Bonds	LS	1	\$100	\$100
122		Project Management	LS	1	\$100	\$100
123		Monthly Schedule Updates	LS	1	\$100	\$100
124		Submittals and Shop Drawings	LS	1	\$100	\$100
125		Daily Reporting	LS	1	\$100	\$100
126		Mobilization and Demobilization	LS	1	\$100	\$100
127		Field Coordination and Layout	LS	1	\$100	\$100
128		Erosion and Sedimentation Control	LS	1	\$700	\$700
129		Site Stabilization (Grading/Sodding)	LS	1	\$9,250	\$9,250
130		Maintenance of Traffic (MOT)	LS	1	\$7,100	\$7,100
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$17,850</b>
131	ROADWAYS	Misc. Asphalt	LS	1	\$5,100	\$5,100
132		Existing Guardrail & Pad Demo & Removal	LS	1	\$9,800	\$9,800
133		Guardrail #28	LS	1	\$14,900	\$14,900
<i>ROADWAYS SUBTOTAL</i>						<b>\$29,800</b>
<b>ALTERNATE #8 TOTAL</b>						<b>\$47,650</b>
<b>ALTERNATE #9 - WORLD DRIVE GUARDRAIL #29 REPLACEMENTS</b>						
134	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
135		Performance and Payment Bonds	LS	1	\$100	\$100
136		Project Management	LS	1	\$100	\$100
137		Monthly Schedule Updates	LS	1	\$100	\$100
138		Submittals and Shop Drawings	LS	1	\$100	\$100
139		Daily Reporting	LS	1	\$100	\$100
140		Mobilization and Demobilization	LS	1	\$100	\$100
141		Field Coordination and Layout	LS	1	\$100	\$100
142		Erosion and Sedimentation Control	LS	1	\$950	\$950
143		Site Stabilization (Grading/Sodding)	LS	1	\$9,900	\$9,900
144		Maintenance of Traffic (MOT)	LS	1	\$7,000	\$7,000
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$18,650</b>
145	ROADWAYS	Misc. Asphalt	LS	1	\$7,000	\$7,000
146		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,700	\$10,700
147		Guardrail #29	LS	1	\$18,400	\$18,400
<i>ROADWAYS SUBTOTAL</i>						<b>\$36,100</b>
<b>ALTERNATE #9 TOTAL</b>						<b>\$54,750</b>

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #10 - WORLD DRIVE GUARDRAIL #31 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
148	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
149		Performance and Payment Bonds	LS	1	\$100	\$100
150		Project Management	LS	1	\$100	\$100
151		Monthly Schedule Updates	LS	1	\$100	\$100
152		Submittals and Shop Drawings	LS	1	\$100	\$100
153		Daily Reporting	LS	1	\$100	\$100
154		Mobilization and Demobilization	LS	1	\$100	\$100
155		Field Coordination and Layout	LS	1	\$100	\$100
156		Erosion and Sedimentation Control	LS	1	\$370	\$370
157		Site Stabilization (Grading/Sodding)	LS	1	\$8,500	\$8,500
158		Maintenance of Traffic (MOT)	LS	1	\$7,000	\$7,000
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$16,670</b>
159	ROADWAYS	Misc. Asphalt	LS	1	\$3,250	\$3,250
160		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,900	\$8,900
161		Guardrail #31	LS	1	\$10,800	\$10,800
<i>ROADWAYS SUBTOTAL</i>						<b>\$22,950</b>
<b>ALTERNATE #10 TOTAL</b>						<b>\$39,620</b>
<b>ALTERNATE #11 - WORLD DRIVE GUARDRAIL #67 REPLACEMENTS</b>						
162	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
163		Performance and Payment Bonds	LS	1	\$100	\$100
164		Project Management	LS	1	\$100	\$100
165		Monthly Schedule Updates	LS	1	\$100	\$100
166		Submittals and Shop Drawings	LS	1	\$100	\$100
167		Daily Reporting	LS	1	\$100	\$100
168		Mobilization and Demobilization	LS	1	\$100	\$100
169		Field Coordination and Layout	LS	1	\$100	\$100
170		Erosion and Sedimentation Control	LS	1	\$3,100	\$3,100
171		Site Stabilization (Grading/Sodding)	LS	1	\$20,900	\$20,900
172		Maintenance of Traffic (MOT)	LS	1	\$12,300	\$12,300
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$37,100</b>
173	ROADWAYS	Misc. Asphalt	LS	1	\$21,000	\$21,000
174		Existing Guardrail & Pad Demo & Removal	LS	1	\$23,500	\$23,500
175		Guardrail #67	LS	1	\$57,000	\$57,000
176		Curb and Gutter removal and replacement	LS	1	\$9,900	\$9,900
<i>ROADWAYS SUBTOTAL</i>						<b>\$111,400</b>
<b>ALTERNATE #11 TOTAL</b>						<b>\$148,500</b>
<b>ALTERNATE #12 - WORLD DRIVE GUARDRAIL #79 REPLACEMENTS</b>						
177	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
178		Performance and Payment Bonds	LS	1	\$100	\$100
179		Project Management	LS	1	\$100	\$100
180		Monthly Schedule Updates	LS	1	\$100	\$100
181		Submittals and Shop Drawings	LS	1	\$100	\$100
182		Daily Reporting	LS	1	\$100	\$100
183		Mobilization and Demobilization	LS	1	\$100	\$100
184		Field Coordination and Layout	LS	1	\$100	\$100
185		Erosion and Sedimentation Control	LS	1	\$100	\$100
186		Site Stabilization (Grading/Sodding)	LS	1	\$12,500	\$12,500
187		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$22,200</b>
188	ROADWAYS	Misc. Asphalt	LS	1	\$6,900	\$6,900
189		Clearing and Grubbing	LS	1	\$4,200	\$4,200
190		Existing Guardrail & Pad Demo & Removal	LS	1	\$9,700	\$9,700
191		Guardrail #79	LS	1	\$22,700	\$22,700
<i>ROADWAYS SUBTOTAL</i>						<b>\$43,500</b>
<b>ALTERNATE #12 TOTAL</b>						<b>\$65,700</b>

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #13 - OSCEOLA PARKWAY GUARDRAIL #96 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
192	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
193		Performance and Payment Bonds	LS	1	\$100	\$100
194		Project Management	LS	1	\$100	\$100
195		Monthly Schedule Updates	LS	1	\$100	\$100
196		Submittals and Shop Drawings	LS	1	\$100	\$100
197		Daily Reporting	LS	1	\$100	\$100
198		Mobilization and Demobilization	LS	1	\$100	\$100
199		Field Coordination and Layout	LS	1	\$100	\$100
200		Erosion and Sedimentation Control	LS	1	\$100	\$100
201		Site Stabilization (Grading/Sodding)	LS	1	\$8,400	\$8,400
202		Maintenance of Traffic (MOT)	LS	1	\$7,000	\$7,000
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$16,300</b>
203	ROADWAYS	Misc. Asphalt	LS	1	\$10,700	\$10,700
204		Existing Guardrail & Pad Demo & Removal	LS	1	\$12,300	\$12,300
205		Guardrail #96	LS	1	\$36,600	\$36,600
<i>ROADWAYS SUBTOTAL</i>						<b>\$59,600</b>
<b>ALTERNATE #13 TOTAL</b>						<b>\$75,900</b>
<b>ALTERNATE #14 - OSCEOLA PARKWAY GUARDRAIL #98 REPLACEMENTS</b>						
206	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
207		Performance and Payment Bonds	LS	1	\$100	\$100
208		Project Management	LS	1	\$100	\$100
209		Monthly Schedule Updates	LS	1	\$100	\$100
210		Submittals and Shop Drawings	LS	1	\$100	\$100
211		Daily Reporting	LS	1	\$100	\$100
212		Mobilization and Demobilization	LS	1	\$100	\$100
213		Field Coordination and Layout	LS	1	\$100	\$100
214		Erosion and Sedimentation Control	LS	1	\$100	\$100
215		Site Stabilization (Grading/Sodding)	LS	1	\$13,000	\$13,000
216		Maintenance of Traffic (MOT)	LS	1	\$10,600	\$10,600
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$24,500</b>
217	ROADWAYS	Misc. Asphalt	LS	1	\$27,700	\$27,700
218		Existing Guardrail & Pad Demo & Removal	LS	1	\$20,700	\$20,700
219		Guardrail #98	LS	1	\$44,200	\$44,200
<i>ROADWAYS SUBTOTAL</i>						<b>\$92,600</b>
<b>ALTERNATE #14 TOTAL</b>						<b>\$117,100</b>
<b>ALTERNATE #15 - OSCEOLA PARKWAY GUARDRAIL #100 REPLACEMENTS</b>						
220	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
221		Performance and Payment Bonds	LS	1	\$100	\$100
222		Project Management	LS	1	\$100	\$100
223		Monthly Schedule Updates	LS	1	\$100	\$100
224		Submittals and Shop Drawings	LS	1	\$100	\$100
225		Daily Reporting	LS	1	\$100	\$100
226		Mobilization and Demobilization	LS	1	\$100	\$100
227		Field Coordination and Layout	LS	1	\$100	\$100
228		Erosion and Sedimentation Control	LS	1	\$100	\$100
229		Site Stabilization (Grading/Sodding)	LS	1	\$12,000	\$12,000
230		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$21,700</b>
231	ROADWAYS	Misc. Asphalt	LS	1	\$8,800	\$8,800
232		Existing Guardrail & Pad Demo & Removal	LS	1	\$12,100	\$12,100
233		Guardrail #100	LS	1	\$25,000	\$25,000
<i>ROADWAYS SUBTOTAL</i>						<b>\$45,900</b>
<b>ALTERNATE #15 TOTAL</b>						<b>\$67,600</b>

**EXHIBIT C  
RECAP OF CONTRACT SUM  
Contract No.: C006658**

<b>ALTERNATE #16 - OSCEOLA PARKWAY GUARDRAIL #110 REPLACEMENTS</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
234	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
235		Performance and Payment Bonds	LS	1	\$100	\$100
236		Project Management	LS	1	\$100	\$100
237		Monthly Schedule Updates	LS	1	\$100	\$100
238		Submittals and Shop Drawings	LS	1	\$100	\$100
239		Daily Reporting	LS	1	\$100	\$100
240		Mobilization and Demobilization	LS	1	\$100	\$100
241		Field Coordination and Layout	LS	1	\$100	\$100
242		Erosion and Sedimentation Control	LS	1	\$100	\$100
243		Site Stabilization (Grading/Sodding)	LS	1	\$12,000	\$12,000
244		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$21,700</b>
245	ROADWAYS	Misc. Asphalt	LS	1	\$5,500	\$5,500
246		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,500	\$10,500
247		Guardrail #110	LS	1	\$12,900	\$12,900
<i>ROADWAYS SUBTOTAL</i>						<b>\$28,900</b>
<b>ALTERNATE #16 TOTAL</b>						<b>\$50,600</b>
<b>ALTERNATE #17 - OSCEOLA PARKWAY GUARDRAIL #111 REPLACEMENTS</b>						
248	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
249		Performance and Payment Bonds	LS	1	\$100	\$100
250		Project Management	LS	1	\$100	\$100
251		Monthly Schedule Updates	LS	1	\$100	\$100
252		Submittals and Shop Drawings	LS	1	\$100	\$100
253		Daily Reporting	LS	1	\$100	\$100
254		Mobilization and Demobilization	LS	1	\$100	\$100
255		Field Coordination and Layout	LS	1	\$100	\$100
256		Erosion and Sedimentation Control	LS	1	\$1,650	\$1,650
257		Site Stabilization (Grading/Sodding)	LS	1	\$12,300	\$12,300
258		Maintenance of Traffic (MOT)	LS	1	\$8,800	\$8,800
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$23,550</b>
259	ROADWAYS	Misc. Asphalt	LS	1	\$12,500	\$12,500
260		Existing Guardrail & Pad Demo & Removal	LS	1	\$13,600	\$13,600
261		Guardrail #111	LS	1	\$32,300	\$32,300
<i>ROADWAYS SUBTOTAL</i>						<b>\$58,400</b>
<b>ALTERNATE #17 TOTAL</b>						<b>\$81,950</b>
<b>ALTERNATE #18 - OSCEOLA PARKWAY GUARDRAIL #114 REPLACEMENTS</b>						
262	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100	\$100
263		Performance and Payment Bonds	LS	1	\$100	\$100
264		Project Management	LS	1	\$100	\$100
265		Monthly Schedule Updates	LS	1	\$100	\$100
266		Submittals and Shop Drawings	LS	1	\$100	\$100
267		Daily Reporting	LS	1	\$100	\$100
268		Mobilization and Demobilization	LS	1	\$100	\$100
269		Field Coordination and Layout	LS	1	\$100	\$100
270		Erosion and Sedimentation Control	LS	1	\$100	\$100
271		Site Stabilization (Grading/Sodding)	LS	1	\$12,300	\$12,300
272		Maintenance of Traffic (MOT)	LS	1	\$8,900	\$8,900
<i>GENERAL CONDITIONS SUBTOTAL</i>						<b>\$22,100</b>
273	ROADWAYS	Misc. Asphalt	LS	1	\$17,500	\$17,500
274		Existing Guardrail & Pad Demo & Removal	LS	1	\$13,900	\$13,900
275		Guardrail #114	LS	1	\$32,100	\$32,100
<i>ROADWAYS SUBTOTAL</i>						<b>\$63,500</b>
<b>ALTERNATE #18 TOTAL</b>						<b>\$85,600</b>
<b>ALTERNATES SUBTOTAL (ALTERNATES #1-#18)</b>						<b>\$1,298,620</b>

**End of Exhibit C**



**EXHIBIT D  
PENDING ALTERNATES  
Contract No.: C006658**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006658**

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

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

Item	Description	Unit	Unit Price
<b>Erosion Control</b>			
1	Silt Fence	LF	\$3.75
2	Double Row Silt Fence	LF	\$4.38
3	Mowing	AC	\$175.00
4	Inlet Protection Device	EA	\$162.50
5	Soil Tracking Prevention Trap (Temporary)	EA	\$8,125.00
6	Artificial Coverings/Roll Erosion Control	SY	\$11.25
7	Power Broom	ED	\$375.00
8	Street Sweeper (with Vacuum Pick-up)	ED	\$875.00
<b>MOT/TTC</b>			
9	Work Zone Sign	ED	\$0.50
10	Portable Changeable Message Sign, Temp.	ED	\$16.25
11	Arrow Board /Advance Warning Arrow Panel	ED	\$8.75
12	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	\$0.25
13	Temp. Barricades - Type III, 6'	ED	\$0.63
14	High Intensity Flash LI, Temp, Type B	ED	\$0.30
15	Traffic Control Off-Duty Law Enforcement Officer	MH	\$112.50
16	Temporary Fencing with Screening	LF	\$11.25
17	MOT Crew & Equipment	ED	\$3,750.00
18	Temporary Paint Striping 6" White, Skip	GM	\$2,125.00
19	Temporary Paint Striping 6" White, Solid	GM	\$2,125.00
20	Temporary Paint Striping 6" Yellow, Solid	GM	\$2,125.00
21	Temporary Paint Striping 6" Double Yellow, Solid	GM	\$3,750.00
22	Temporary Paint Striping 18" White, Solid	LF	\$3.75
23	Temporary Paint Striping 18" Yellow, Solid	LF	\$5.00
24	Temporary Paint Striping 24" Stop Bars	LF	\$5.00
25	Temporary Paint Striping Arrows	EA	\$68.75
26	Temporary Paint Striping Messages	EA	\$112.50
27	Temporary Paint Striping 6", DOT Guide	LF	\$7.50

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006658**

Item	Description	Unit	Unit Price
<b>Roadway</b>			
28	Friction Course FC-12.5 Traffic E (1.5")(PG 82-22)	TN	\$406.25
29	Friction Course FC-12.5 Traffic E (2.5")(PG 82-22)	TN	\$437.50
30	Friction Course FC-5 (0.75") (PG 82-22)	TN	\$375.00
31	Type SP Structural Course (Traffic E) (PG 82-22) (3")	TN	\$375.00
32	Type SP Structural Course (Traffic E) (PG 82-22) (2.5")	TN	\$350.00
33	Type SP Structural Course (Traffic E) (PG 82-22) (1.5")	TN	\$312.50
34	Type SP Structural Course (Traffic E) (PG 76-22) (3")	TN	\$375.00
35	Type SP Structural Course (Traffic E) (PG 76-22) (2.5")	TN	\$362.50
36	Type SP Structural Course (Traffic E) (PG 76-22) (2")	TN	\$343.75
37	Type SP Structural Course (Traffic E) (PG 76-22) (1.5")	TN	\$312.50
38	Mill Existing Asphalt Pavement Average Depth 0.75"	SY	\$4.07
39	Mill Existing Asphalt Pavement Average Depth 1.5"	SY	\$4.50
40	Mill Existing Asphalt Pavement Average Depth 2.5"	SY	\$4.75
41	Mill Existing Asphalt Pavement Average Depth 3"	SY	\$5.00
42	Mill Existing Asphalt Pavement Average Depth 3.5"	SY	\$5.32
43	Mill Existing Asphalt Pavement Average Depth 3.75"	SY	\$5.63
44	Mill Existing Asphalt Pavement Average Depth 4"	SY	\$6.13
45	Mill Existing Asphalt Pavement Average Depth 4.5"	SY	\$6.75
46	Mill Existing Asphalt Pavement Average Depth 6.5"	SY	\$9.38
47	Curb & Gutter Removal	LF	\$27.00
48	Type F Curb & Gutter	LF	\$56.25
49	Type E Curb & Gutter	LF	\$56.25
50	Guardrail Removal/Demo	LF	\$8.75
51	Guardrail	LF	\$37.50
52	Guardrail End Anchorage Assembly	EA	\$5,000.00
53	Miscellaneous Asphalt Pavement	TN	\$625.00
<b>Signage and Striping</b>			
54	Thermoplastic, 6", Solid	NM	\$10,000.00
55	Thermoplastic, 6", Double Yellow	NM	\$12,500.00
56	Thermoplastic, 6", Skip (2' - 4')	GM	\$6,250.00
57	Thermoplastic, 6", Skip (3' - 9')	GM	\$6,250.00
58	Thermoplastic, 6", Skip (10' - 30')	GM	\$6,250.00
59	Thermoplastic, Solid, 8"	LF	\$5.00
60	Thermoplastic, Solid, 12"	LF	\$6.25
61	Thermoplastic, Solid, 18"	LF	\$7.50
62	Thermoplastic, Solid, 24"	LF	\$10.00
63	6" White Over 9" Black, Solid	LF	\$6.25
64	6" Yellow Over 9" Black, Solid	LF	\$6.25
65	6" White Over 9" Black, Skip (10 - 30)	LF	\$6.25
66	Reflective Pavement Markers	EA	\$5.00
67	Thermoplastic, White, Wrong-Way Arrow	EA	\$150.00
68	Thermoplastic, White, Arrow	EA	\$150.00
69	Thermoplastic, White, Message	EA	\$312.50
<b>Landscape</b>			
70	Sod (Bahia)	SY	\$4.00
71	Sod (St. Augustine)	SY	\$7.50

ATTACHMENT 1 of EXHIBIT E  
 SCHEDULES OF HOURLY WAGE RATES AND CONTRACTOR-OWNED EQUIPMENT RATES  
 Contract No.: **C006658**

The following is an integral attachment to the aforementioned Exhibit E, Unit Price Schedule, and together with the Unit Prices, may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner’s Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in Unit Price Schedule. All Hourly Wage Rates are inclusive of Contractor’s overhead, profit and cost of all employee burdens, benefits, insurance and Worker’s Compensation coverage. Upon request by the Owner’s Representative, the Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor’s overhead, profit and each category of employee burden, benefit and related cost.

**A. Hourly Wage Rates:**

Wage rates shall remain in effect through Contract Completion.

Labor Category	Hourly Wage Rate
Project Manager w/ truck	\$ 153.00
General Superintendent w/ truck	\$ 144.00
Superintendent w/ truck	\$ 129.00
Safety Manager w/ truck	\$ 112.00
Project Engineer w/ truck	\$ 106.00
Foreman w/ truck	\$ 102.00
Labor - Equip Operator	\$ 56.00
Labor - Skilled	\$ 52.00
GPS Survey Crew w/ truck and equipment	\$ 165.00

**B. Contractor-owned Equipment Rates:**

The table below lists each type of Contractor-owned equipment to be utilized in the performance of the Work and the hourly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor’s overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply for the purpose of calculating changes to the amount of the Contract Sum attributable to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly basis, as applicable, multiplied by the corresponding rate. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

Equipment Type	Hourly Rate
Excavator 55 TN - (Cat 349/Kom 490)	\$ 327.00
Excavator 40 TN - (Cat 336/Kom 390)	\$ 246.00
Excavator 33 TN - (Cat 329/Kom 290)	\$ 218.00
Excavator 27 TN - (Cat 320/Kom 240)	\$ 173.00
Excavator 14 TN - (Cat 312)	\$ 118.00
Motor Grader w/GPS (Cat 120M)	\$ 152.00
Dozer w/GPS 150 HP - (Cat D6N/Kom D61)	\$ 224.00
Dozer w/GPS 125 HP - (Cat D6K/Kom D51)	\$ 197.00
Dozer w/GPS 100 HP - (Cat D5K/Kom D39)	\$ 172.00
Loader 225 HP - (Cat 950/Kom WA380)	\$ 153.00
Loader 175 HP - (Cat 938/Kom WA320)	\$ 131.00
Loader Skid-Steer	\$ 89.00

Equipment Type	Hourly Rate
Backhoe/Loader Tractor - (Cat 420)	\$ 84.00
Truck - Pickup	\$ 26.00
Truck - Water Trk 2000 gallon	\$ 60.00
Truck - Off-road 25 Ton	\$ 163.00
Truck - Off-road 40 Ton	\$ 234.00
Compactor - Vibratory Roller (Cat CS54)	\$ 99.00
Compactor - Plate Tamp	\$ 21.00
Shoring - Trench Box	\$ 25.00
Light Plant	\$ 26.00
Pump – 8”	\$ 84.00
Pump – 6”	\$ 75.00
Pump – 4”	\$ 42.00

**End of Exhibit E, including Attachment 1**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

**Contract No.: C006658**

**June 2023 Edition**

(i) 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
- 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

(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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## III. RESERVED

## IV. ASBESTOS/CADMIUM OR LEAD/CFCs

### A. ASBESTOS

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

### B. CADMIUM and/or LEAD

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

C. CHLOROFLUOROCARBONS (CFCs)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT****SPECIAL CONTRACT CONDITIONS**Contract No.: **C006658**

June 2023 Edition

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

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

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

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

#### VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

#### VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work *shall* be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT****SPECIAL CONTRACT CONDITIONS**Contract No.: **C006658**

June 2023 Edition

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

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

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

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

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

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

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

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

#### VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT****SPECIAL CONTRACT CONDITIONS**Contract No.: **C006658**

June 2023 Edition

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

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

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

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

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

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

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

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

## IX. FALL PROTECTION

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

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<sup>0</sup> require the use of fall protection.

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

#### X. AERIAL WORK PLATFORMS (“AWP”)

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

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

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

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

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

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

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

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

## XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

## XII. TRENCHING AND EXCAVATION

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

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

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

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

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

## XIII. UTILITY LOCATES

### *Routine Locate Tickets:*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets:*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

**XIV. MOBILE CRANES**

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

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



A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

## XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

## XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

**Contract No.: C006658**

**June 2023 Edition**

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

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

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

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
February 2025 Edition**

TABLE OF ARTICLES AND PARAGRAPHS

<u>Paragraph</u>	<u>Title</u>	<u>Page</u>
<b>Article 1 - DEFINITIONS</b>		
1.1.	THE CONTRACT	1
1.2.	THE OWNER	1
1.3.	THE OWNER'S REPRESENTATIVE	1
1.4.	THE CONTRACTOR	1
1.5.	SUBCONTRACTOR; SUB-SUBCONTRACTOR	2
1.6.	THE JOB SITE	2
1.7.	THE PROJECT	2
1.8.	WORK; CONTRACT TIME; CONTRACT SUM	2
1.9.	PROVIDE	2
1.10.	PLANS	2
1.11.	SPECIFICATIONS	2
1.12.	THE ARCHITECT/ENGINEER	2
<b>Article 2 - THE CONTRACT DOCUMENTS</b>		
2.1.	EXECUTION, INTENT AND INTERPRETATIONS	2
2.2.	COPIES FURNISHED; OWNERSHIP	3
2.3.	NO ORAL WAIVER	3
<b>Article 3 - OWNER</b>		
3.1.	EASEMENTS	3
3.2.	ACCESS	3
<b>Article 4 - THE OWNER'S REPRESENTATIVE</b>		
4.1.	CONTRACTUAL RELATIONSHIPS	3
4.2.	ROLE	3
<b>Article 5 - CONTRACTOR</b>		
5.1.	REVIEW OF CONTRACT DOCUMENTS	3
5.2.	SUPERVISION AND CONSTRUCTION PROCEDURES	4
5.3.	MATERIALS AND EQUIPMENT	4
5.4.	WARRANTY	4
5.5.	TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS	4
5.6.	COMPLIANCE WITH LAWS	5
5.7.	TESTS	5
5.8.	GENERAL	6
<b>Article 6 - SUBCONTRACTORS</b>		
6.1.	GENERAL	6
6.2.	AWARD OF SUBCONTRACTS	6
6.3.	SUBCONTRACTUAL RELATIONS	7
6.4.	PAYMENTS TO SUBCONTRACTORS	7
<b>Article 7 - SEPARATE CONTRACTS</b>		
7.1.	OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS	7
7.2.	MUTUAL RESPONSIBILITY OF CONTRACTORS	7
<b>Article 8 - TIME</b>		
8.1.	DEFINITIONS	8
8.2.	PROGRESS AND COMPLETION; SCHEDULING	9
8.3.	DELAYS, EXTENSIONS OF TIME AND OVERTIME	9
8.4.	TEMPORARY SUSPENSION OF WORK	10
<b>Article 9 - PAYMENTS AND COMPLETION</b>		
9.1.	APPLICATION FOR PAYMENT; PASSAGE OF TITLE	10
9.2.	APPROVALS OF APPLICATIONS FOR PAYMENT	11
9.3.	PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK	11

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
February 2025 Edition**

TABLE OF ARTICLES AND PARAGRAPHS

<u>Paragraph</u>	<u>Title</u>	<u>Page</u>
9.4.	SUBSTANTIAL COMPLETION AND FINAL PAYMENT	12
9.5.	BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION	13
<b>Article 10 - PROTECTION OF PERSONS AND PROPERTY</b>		
10.1.	RESPONSIBILITY FOR SAFETY AND HEALTH	13
10.2.	PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS	14
10.3.	SURFACE OR SUBSURFACE WATER	15
10.4.	EMERGENCIES	15
10.5.	CLEANUP	15
10.6.	OWNER'S STANDARDS	16
<b>Article 11 – INSURANCE; INDEMNIFICATION</b>		
11.1.	COMMERCIAL INSURANCE/INDEMNIFICATION	16
<b>Article 12 - CHANGES IN THE WORK</b>		
12.1.	CHANGE ORDERS AND DIRECTIVES	17
12.2.	CHANGES REQUIRING AN INCREASE IN CONTRACT SUM	17
12.3.	CHANGES REQUIRING A DECREASE IN CONTRACT SUM	19
12.4.	DISPUTES REGARDING CHANGES	19
12.5.	AUDIT RIGHTS	19
<b>Article 13 - CLAIMS</b>		
13.1.	CLAIMS FOR EXTENSIONS OF CONTRACT TIME	19
13.2.	CLAIMS FOR INCREASES IN CONTRACT SUM	19
13.3.	NO OTHER CLAIMS	20
<b>Article 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK</b>		
14.1.	UNCOVERING OF WORK	20
14.2.	CORRECTION OF WORK	20
14.3.	OWNER'S RIGHT TO CARRY OUT WORK	21
14.4.	ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK	21
<b>Article 15 - TERMINATION OF CONTRACT</b>		
15.1.	TERMINATION BY CONTRACTOR	21
15.2.	TERMINATION BY OWNER FOR CAUSE	22
15.3.	TERMINATION BY OWNER WITHOUT CAUSE	22
<b>Article 16 - MISCELLANEOUS PROVISIONS</b>		
16.1.	GOVERNING LAW	23
16.2.	ASSIGNABILITY; SUCCESSORS AND ASSIGNS	23
16.3.	NOTICE	23
16.4.	PERFORMANCE AND PAYMENT BONDS	23
16.5.	MAINTENANCE OF HARMONIOUS RELATIONS	23
16.6.	UNION AGREEMENTS	24
16.7.	USE OF OWNER'S NAME/CONFIDENTIALITY	24
16.8.	GENERAL	25
16.9.	IMMIGRATION REFORM CONTROL ACT	25
16.10.	ADJACENT LAND AND LANDOWNERS	25
<b>Article 17 - EQUAL OPPORTUNITY</b>		
17.1.	POLICIES OF EMPLOYMENT	25
17.2.	PROCEDURES AND GUIDELINES	25

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
February 2025 Edition

**ARTICLE 1**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

## 1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

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

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

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

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

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

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

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

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

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

## **Article 2 THE CONTRACT DOCUMENTS**

### 2.1. EXECUTION, INTENT AND INTERPRETATIONS.

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

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

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

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

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

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

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

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

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

### **Article 3 OWNER**

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

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

### **Article 4 THE OWNER'S REPRESENTATIVE**

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

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

### **Article 5 CONTRACTOR**

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 9 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or



explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1 shall in any way limit the effects of Article 9 of the Agreement.

## 5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

## 5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

#### 5.7. **TESTS.**

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

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

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

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

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

## **Article 6 SUBCONTRACTORS**

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

### 6.2. AWARD OF SUBCONTRACTS.

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

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

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

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work

as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

### 6.3. SUBCONTRACTUAL RELATIONS.

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

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

### 6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

## **Article 7 SEPARATE CONTRACTS**

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

### 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.

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

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

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

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

## **Article 8**

### **TIME**

#### **8.1. DEFINITIONS.**

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

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

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

## 8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

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

## 8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor

(except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).

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

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

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

## **Article 9 PAYMENTS AND COMPLETION**

### 9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

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

thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

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

## 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall



cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

#### 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

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

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

properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

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

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

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

#### 9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

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

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

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

### **Article 10 PROTECTION OF PERSONS AND PROPERTY**

#### 10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the

Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

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

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

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

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

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

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

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

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

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

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

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

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

10.6. OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the

Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

### **Article 11 INSURANCE**

- 11.1. **COMMERCIAL INSURANCE/INDEMNIFICATION.** The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
  - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
  - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
  - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
  - v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
  - vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
  - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
  - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

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

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

- B. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

## **Article 12 CHANGES IN THE WORK**

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

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

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include

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

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

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

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small

tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

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

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

### **Article 13 CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give



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

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

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

##### 14.1. UNCOVERING OF WORK.

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

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

##### 14.2. CORRECTION OF WORK.

14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

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

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

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

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

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

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

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

## **Article 15 TERMINATION OF CONTRACT**

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

#### 15.2. TERMINATION BY OWNER FOR CAUSE.

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

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

15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

**Article 16**  
**MISCELLANEOUS PROVISIONS**

16.1. GOVERNING LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

16.4. PERFORMANCE AND PAYMENT BONDS. Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Contract (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Contract or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Contract (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.

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

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

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

#### 16.8. GENERAL.

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

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

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

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's

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

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

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

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

## **Article 17 EQUAL OPPORTUNITY**

17.1. POLICIES OF EMPLOYMENT. The Contractor shall maintain policies of employment as follows:

17.1.1. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

17.1.2. The Contractor and its Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17.2. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or

of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

**OWNER:**

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

**CONTRACTOR:**

WATSON CIVIL CONSTRUCTION, INC.  
319 West Town Place, Suite 25  
St. Augustine, Florida 32092 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: February 28, 2025  
Contract No. C006658  
Project: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

Legal Description or Street Address of Project: Milling and resurfacing on Osceola Parkway from Buena Vista Drive to World Drive. The guardrail replacements span across the following locations: northbound and southbound World Drive corridor, east and westbound Epcot Center Drive and as well as east and westbound Osceola Parkway.

Contract Sum: FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00) (hereinafter "Contract")

**BOND:**

Date: February 28, 2025  
Amount: FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00) (hereinafter "Bond")

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



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

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

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

**CONTRACTOR:**  
WATSON CIVIL CONSTRUCTION, 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:**

WATSON CIVIL CONSTRUCTION, INC.  
319 West Town Place, Suite 25  
St. Augustine, Florida 32092 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: February 28, 2025  
Contract No. C006658  
Project: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

Legal Description or Street Address of Project: Milling and resurfacing on Osceola Parkway from Buena Vista Drive to World Drive. The guardrail replacements span across the following locations: northbound and southbound World Drive corridor, east and westbound Epcot Center Drive and as well as east and westbound Osceola Parkway.

Contract Sum: FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00) (hereinafter "Contract")

**BOND:**

Date: February 28, 2025  
Amount: FOUR MILLION, EIGHT HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED TWENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$4,868,620.00) (hereinafter "Bond")

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

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

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

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

**CONTRACTOR:**  
WATSON CIVIL CONSTRUCTION, 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 # C006658  
Payment Req. No.: \_\_\_\_\_

Dear Sir or Madam:

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

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

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

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Attorney-in-Fact

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

**DUAL OBLIGEE RIDER**

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

On behalf of \_\_\_\_\_ (Contractor)

In the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

and dated \_\_\_\_\_ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT.

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

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: **Watson Civil Construction, Inc.**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

**CONTRACTOR'S INTERIM AFFIDAVIT**

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006658, February 28, 2025, for Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: **Watson Civil Construction, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A**

Date: \_\_\_\_\_

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006658, dated February 28, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and WATSON CIVIL CONSTRUCTION, INC.

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

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

Please initial: \_\_\_\_\_  
Contractor

**CONTRACTOR'S REQUEST FOR INFORMATION**

RFI NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE INFORMATION REQUIRED: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

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

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

Contract Drawing Ref. \_\_\_\_\_  
Shop Drawing Ref \_\_\_\_\_  
Specification Ref. \_\_\_\_\_  
Other: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**ENGINEER/ARCHITECT ASSIGNMENT**

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_

**ENGINEER/ARCHITECT RESPONSE**

REPLY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RESPONSE TO CONTRACTOR**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Copy To: \_\_\_\_\_

From: \_\_\_\_\_



**DIRECTIVE NO.**

CONTRACT NO: C006658

DATE: \_\_\_\_\_

PROJECT: **Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project**

SUB-PROJECT: \_\_\_\_\_

CONTRACTOR: WATSON CIVIL CONSTRUCTION, INC.

ATTACHMENTS:

DESCRIPTION: \_\_\_\_\_

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

\_\_\_\_\_  
Central Florida Tourism Oversight District      Date

\_\_\_\_\_  
Engineer/Architect – (insert company name)      Date

Accepted:

\_\_\_\_\_  
Contractor: Watson Civil Construction, Inc.      Date

Copy: Contract File  
Engineer/Architect's Project Manager: \_\_\_\_\_  
Owner's Project Manager: Craig Sandt

PROJECT: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

CONTRACTOR: Watson Civil Construction, Inc.  
319 West Town Place, Suite 25  
St. Augustine, Florida 32092

CONTRACT NO. C006658

CHANGE ORDER NO.  
DATE: «Change Order Date»

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
CHANGE ORDER

The Owner and the Contractor hereby agree to this Change Order for all labor, services, materials, equipment and other items or things to be furnished, provided or performed, and all other obligations, terms and conditions, as described in Exhibit A hereto, all of which shall become part of the Work.

- |   |                              |
|---|------------------------------|
| 1. Original Contract Sum                                | \$4,868,620.00               |
| 2. Total net change by previous Change Orders           | «Prior Revisions Fee Amount» |
| 3. Contract Sum prior to this Change Order              | «Prior Contract Sum Amount»  |
| 4. Contract Sum will be adjusted with this Change Order | «Fee Amount»                 |
| 5. Adjusted Contract Sum including this Change Order    | «Total Contract Fee Amount»  |
| 6. Original Contract Time                               | «Original Completion Date»   |
| 7. Contract Time prior to this Change Order             | «Prior Completion Date»      |
| 8. Adjustment in Contract Time by this Change Order     | «Extended Days» days         |
| 9. Adjusted Contract Time including this Change Order   | «Current Completion Date»    |

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other costs of construction, pursuant to law.

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

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

OWNER  
**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

CONTRACTOR  
**WATSON CIVIL CONSTRUCTION, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Print Name: \_\_\_\_\_

Title: District Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT NUMBER: C006658  
CHANGE ORDER NO. « Change Order\_Number »  
Page 2

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EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Sample

Please initial: \_\_\_\_\_  
Contractor

PROJECT: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

CONTRACT NUMBER: C006658

CHANGE ORDER NUMBER: (C.O. No.)

**CLOSE-OUT CHANGE ORDER**

THIS CLOSE-OUT CHANGE ORDER, is made effective as of (Insert Change Order Date), by and between the Owner and the Contractor.

WHEREAS, the parties desire to close-out the above referenced Contract based upon the Contract Documents as, and to the extent, modified below.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

- 1. The current status of the Contract is as follows:

Original Contract Sum	\$4,868,620.00
Total net change by previous Change Orders	\$(Insert Amount)
Contract Sum prior to this Change Order	\$(Insert Amount)
Contract Sum will be increased/decreased with this Change Order	\$(Insert Amount)
Final Contract Sum including this Change Order	\$(Insert Amount)

- 2. The Contractor certifies that all Work covered by the Contract and Change Order No. \_ through \_ has been completed in accordance with the terms of the Contract, including all punch list items.
- 3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006658 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment A	General Release
Attachment B	Contractor's Affidavit
Attachment C	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Contractor's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

- 4. **RETAINAGE:** Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.
- 5. The Contractor represents to the Owner that:
  - a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)  
Page 2

its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
- c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.

6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.

7. All other obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.

OWNER:  
**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

CONTRACTOR:  
**WATSON CIVIL CONSTRUCTION, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Print Name: \_\_\_\_\_

Title: District Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

GENERAL RELEASE

Attachment A

CONTRACT NO. C006658

FOR AND IN CONSIDERATION OF THE SUM OF \$ \_\_\_\_\_ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, WATSON CIVIL CONSTRUCTION, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated February 28, 2025, Contract No. C006658, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WATSON CIVIL CONSTRUCTION, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date \_\_\_\_\_

\_\_\_\_\_  
Watson Civil Construction, Inc.

(Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006658, dated February 28, 2025, for the Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

\_\_\_\_\_  
Watson Civil Construction, Inc.  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: Watson Civil Construction, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

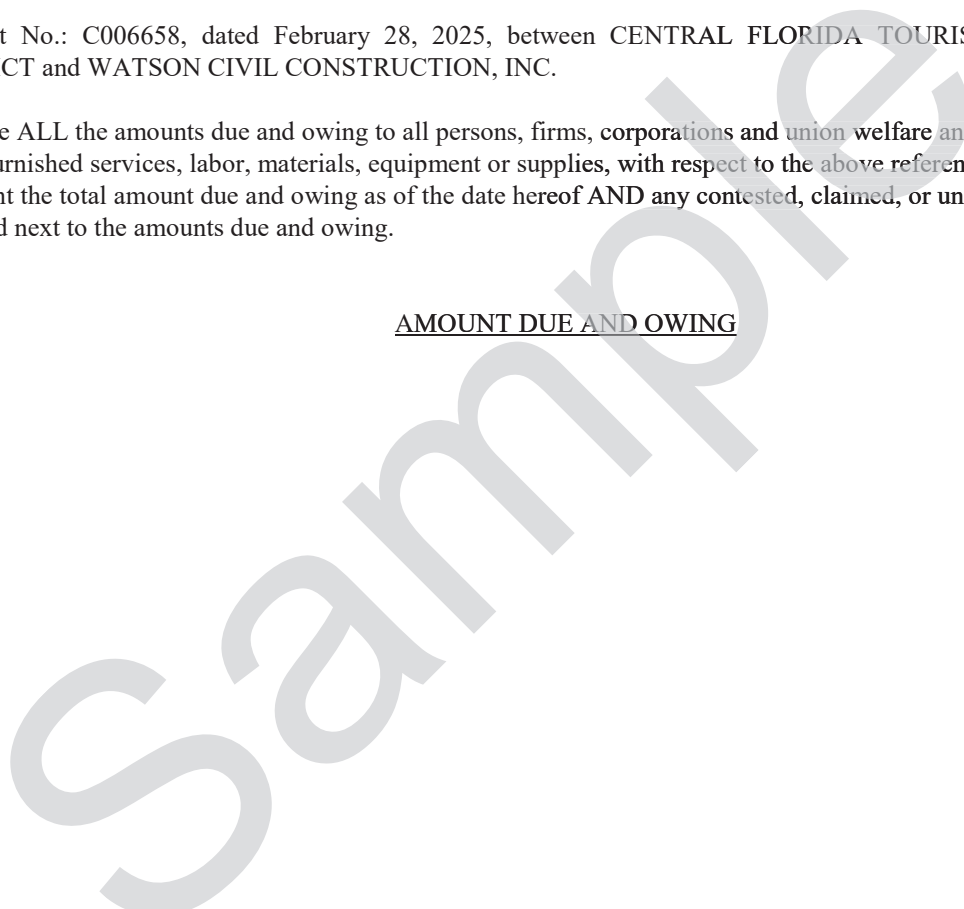
Re: Contract No.: C006658, dated February 28, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WATSON CIVIL CONSTRUCTION, INC.

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

NAME

AMOUNT DUE AND OWING

OTHER



Please initial: \_\_\_\_\_  
Contractor



CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

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Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Watson Civil Construction, Inc.

CONTRACT NO. C006658

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

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

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

TYPE                      COMPANY FILING NOTICE                      UNDER AN ORDER GIVEN BY:

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S GUARANTEE TO OWNER

Attachment D

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006658

Project: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

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

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

\_\_\_\_\_  
Watson Civil Construction, Inc.  
(Contractor)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Local Representative to be contacted for service:

Contractor: (Watson Civil Construction, Inc.)  
Name: \_\_\_\_\_  
Address: 319 West Town Place, Suite 25  
St. Augustine, Florida 32092  
Telephone No.: \_\_\_\_\_

CONSENT OF SURETY

Attachment E

Date: \_\_\_\_\_

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, Florida 32830

Attention: Contracting Officer

Dear Ms. Kimball:

We are the surety for the "Contractor" under Performance and Payment Bonds issued in connection with Contract No. C006658, dated February 28, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY

CONTRACTOR: Watson Civil Construction, Inc.  
CONTRACT NUMBER: C006658  
CHANGE ORDER NO. (Insert C.O. Number)

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006658  
PROJECT: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
CONTRACTOR: WATSON CIVIL CONSTRUCTION, INC.  
DATE: \_\_\_\_\_

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on \_\_\_\_\_ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.1.F of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PUNCH LIST FOR THE  
PROJECT AREA KNOWN AS  
Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

CONTRACT NO.: C006658

PROJECT: Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

CONTRACTOR: WATSON CIVIL CONSTRUCTION, INC.

DATE: \_\_\_\_\_

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST ( \_\_ pages), dated \_\_\_\_\_, 20\_\_

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.

- (i) Application for Payment;
- (ii) As-Built Drawings; and
- (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before \_\_\_\_\_ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

\_\_\_\_\_  
Owner's Representative

**Specification Section 00850 - List of Drawings and Specifications**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
 Contract: C006658

Section 00850  
 List of Drawings and Specifications  
~~December 5, 2024~~  
 Revised February 13, 2025

**SECTION 00850  
 LIST OF DRAWINGS AND SPECIFICATIONS**

The following list of drawings and specifications, all prepared as noted, shall form a part of the Project Manual:

Project Manual

Entitled: ~~2025 Milling & Resurfacing Pavement Program~~ **Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project**

Dated: ~~December 5, 2024~~ **Revised February 13, 2024**

**DRAWINGS:**

The following list of drawings/materials is applicable to the foregoing.

**LIST OF DRAWINGS / MATERIALS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
<b>OSCEOLA PARKWAY FROM BVD TO WORLD DRIVE MILLING &amp; RESURFACING PROJECT</b>			
1	Key Sheet	07/31/2024	Kisinger Campo & Assoc. Corp.
2	Typical Sections (1)	07/31/2024	Kisinger Campo & Assoc. Corp.
3	Typical Sections (2)	07/31/2024	Kisinger Campo & Assoc. Corp.
4	Typical Sections (3)	07/31/2024	Kisinger Campo & Assoc. Corp.
5	Typical Sections (4)	07/31/2024	Kisinger Campo & Assoc. Corp.
6	Typical Sections (5)	07/31/2024	Kisinger Campo & Assoc. Corp.
7	Project Layout (1)	07/31/2024	Kisinger Campo & Assoc. Corp.
8	Project Layout (2)	07/31/2024	Kisinger Campo & Assoc. Corp.
9	Curve Data	07/31/2024	Kisinger Campo & Assoc. Corp.
10	General Notes	07/31/2024	Kisinger Campo & Assoc. Corp.
11	Roadway Plan (01)	07/31/2024	Kisinger Campo & Assoc. Corp.
12	Roadway Plan (02)	07/31/2024	Kisinger Campo & Assoc. Corp.
13	Roadway Plan (03)	07/31/2024	Kisinger Campo & Assoc. Corp.
14	Roadway Plan (04)	07/31/2024	Kisinger Campo & Assoc. Corp.

**Specification Section 00850 - List of Drawings and Specifications**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 00850

~~2025 Milling & Resurfacing Pavement Program~~

List of Drawings and Specifications

Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

~~December 5, 2024~~

Contract: C006658

Revised February 13, 2025

15	Roadway Plan (05)	07/31/2024	Kisinger Campo & Assoc. Corp.
16	Roadway Plan (06)	07/31/2024	Kisinger Campo & Assoc. Corp.
17	Roadway Plan (07)	07/31/2024	Kisinger Campo & Assoc. Corp.
18	Roadway Plan (08)	07/31/2024	Kisinger Campo & Assoc. Corp.
19	Roadway Plan (09)	07/31/2024	Kisinger Campo & Assoc. Corp.
20	Roadway Plan (10)	07/31/2024	Kisinger Campo & Assoc. Corp.
21	Roadway Plan (11)	07/31/2024	Kisinger Campo & Assoc. Corp.
22	Roadway Plan (12)	07/31/2024	Kisinger Campo & Assoc. Corp.
23	Roadway Plan (13)	07/31/2024	Kisinger Campo & Assoc. Corp.
24	Roadway Plan (14)	07/31/2024	Kisinger Campo & Assoc. Corp.
25	Roadway Plan (15)	07/31/2024	Kisinger Campo & Assoc. Corp.
26	Roadway Plan (16)	07/31/2024	Kisinger Campo & Assoc. Corp.
27	Roadway Plan (17)	07/31/2024	Kisinger Campo & Assoc. Corp.
28	Roadway Plan (18)	07/31/2024	Kisinger Campo & Assoc. Corp.
29	Roadway Plan (19)	07/31/2024	Kisinger Campo & Assoc. Corp.
30	Roadway Plan (20)	07/31/2024	Kisinger Campo & Assoc. Corp.
31	Roadway Plan (21)	07/31/2024	Kisinger Campo & Assoc. Corp.
32	Temporary Detour (01)	07/31/2024	Kisinger Campo & Assoc. Corp.
33	Temporary Detour (02)	07/31/2024	Kisinger Campo & Assoc. Corp.
34	Temporary Detour (03)	07/31/2024	Kisinger Campo & Assoc. Corp.
35	Temporary Detour (04)	07/31/2024	Kisinger Campo & Assoc. Corp.
36	Temporary Detour (05)	07/31/2024	Kisinger Campo & Assoc. Corp.
37	Temporary Detour (06)	07/31/2024	Kisinger Campo & Assoc. Corp.
<b>BID ALTERNATES – GUARDRAIL REPLACEMENT</b>			
1	General Notes	09/18/2024	HNTB Corporation

**Specification Section 00850 - List of Drawings and Specifications**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 00850

~~2025 Milling & Resurfacing Pavement Program~~

List of Drawings and Specifications

Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

~~December 5, 2024~~

Contract: C006658

Revised February 13, 2025

2	Signature Sheet	09/17/2024	HNTB Corporation
3	Project Layout 1	09/17/2024	HNTB Corporation
4	Project Layout 2	09/17/2024	HNTB Corporation
5	Project Layout 3	09/17/2024	HNTB Corporation
6	Guardrail 5	09/17/2024	HNTB Corporation
7	Guardrail 7	09/17/2024	HNTB Corporation
8	Guardrail 23 Plan	09/17/2024	HNTB Corporation
9	Guardrail 25 Plan	09/17/2024	HNTB Corporation
10	Guardrail 26 & 27 Plan	09/17/2024	HNTB Corporation
11	Guardrail 28 Plan	09/17/2024	HNTB Corporation
12	Guardrail 29 & 31 Plan	09/17/2024	HNTB Corporation
13	Guardrail 67 Plan (1)	09/18/2024	HNTB Corporation
14	Guardrail 67 Plan (2)	09/18/2024	HNTB Corporation
15	Guardrail 79 Plan	09/18/2024	HNTB Corporation
16	Guardrail 96, 100	09/17/2024	HNTB Corporation
17	Guardrail 98 – Sheet 1	09/17/2024	HNTB Corporation
18	Guardrail 98 – Sheet 2	09/17/2024	HNTB Corporation
19	Guardrail 109	09/17/2024	HNTB Corporation
20	Guardrail 110 & 111 – Sheet 1 Guardrail 114	09/17/2024	HNTB Corporation
21	Guardrail 110 & 111 – Sheet 2	09/17/2024	HNTB Corporation

**SUPPLEMENTAL ATTACHMENTS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	ISSUER
	RCES Underground Construction Rules in the Vicinity of RCID Electrical Utilities (REV 6)	02/08/2023	RCES

**SPECIFICATIONS:**

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
<b>DIVISION 00 – CONTRACT &amp; BIDDING DOCUMENTS</b>		
00850	List of Drawings and Specifications	<del>10/05/2024</del> 02/13/2025
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01009	CFTOD Project Specific Safety Plan Requirements	<del>10/05/2024</del> 12/05/2024
01010	Summary of Work	<del>10/05/2024</del> 02/13/2025
<del>01018</del>	<del>Owner-Furnished Products</del> Removed - N/A	<del>10/05/2024</del>
01020	Electronic Document Processing Service	<del>10/05/2024</del> 12/05/2024



**Specification Section 00850 - List of Drawings and Specifications**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 00850

~~2025 Milling & Resurfacing Pavement Program~~

List of Drawings and Specifications

Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

December 5, 2024

Contract: C006658

Revised February 13, 2025

01021	Allowances	10/05/2024	12/23/2024
01041	Project Coordination	10/05/2024	12/05/2024
01045	Cutting and Patching	10/05/2024	
01050	Field Engineering	10/05/2024	
01100	Alternates	10/05/2024	
01202	Progress Meetings	10/05/2024	
01310	Construction Schedule	10/05/2024	
01315	Contract Time, Sequencing and Timing of Work	10/05/2024	
01325	Schedule of Work	10/05/2024	
01330	Submittal Procedures	10/05/2024	
01340	Shop Drawings, Product Data and Samples	10/05/2024	
01370	Schedule of Values	10/05/2024	
01410	Regulatory Requirements	10/05/2024	
01420	References	10/05/2024	
01430	Soils Investigation	10/05/2024	
01440	Quality Assurance and Quality Control	10/05/2024	
01455	Testing and <del>Inspecting</del> <sup>Inspection</sup> Services	10/05/2024	
01500	Temporary Construction Facilities	10/05/2024	
01560	Erosion Control <del>and Dewatering</del>	10/05/2024	
01560A	<del>HP&amp;E</del> SFWMD Dewatering Permit Notification	10/05/2024	
01630	Substitutions and Product Options	10/05/2024	
01640	Product Handling and Protections	10/05/2024	
01700	Project Closeout	10/05/2024	
01710	Cleaning	10/05/2024	
01720	Project Record Documents	10/05/2024	
01730	Execution	10/05/2024	
01750	Starting and Adjusting	10/05/2024	
09870	Protective Coatings <del>for Carbon Steel Light Poles and Mast Arms</del>	10/05/2024	
<b>DIVISION 02 &amp; 03 – SECTION 1 - ROADWAY SPECIFICATIONS</b>			
	FDOT Specification Reference and Modifications	July 2024	
CFTOD 334	Specification for Asphalt Pavement	July 2024	
CFTOD 528	Specification for Portland Cement Concrete Sidewalk and Driveway	July 2024	

**END OF SECTION 00850**

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
 Contract: C006658

Section 01010  
 Summary of Work  
~~December 5, 2024~~  
 Revised February 13, 2025

**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 – WORK COVERED BY CONTRACT DOCUMENTS**

**1.01 General**

- ~~Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project
- A. The Scope of Work for the ~~2025 Milling & Resurfacing Pavement Program~~ is described by the Project Manual entitled ~~2025 Milling & Resurfacing Pavement Program~~. Specific elements of the Scope of Work are generally summarized below but this Summary of the Work is not intended to be complete descriptions of the Work. Any quantities or measurements, if included in the summaries, are approximate and are not to be used in estimating the Work.
- B. It is the intent of the Owner that the Contractor will perform all of the Work of any kind and nature shown on the drawings and/or described in the specifications, which is within the Contractor's Scope of Work unless specifically excluded or indicated as Owner-furnished and/or installed. Any Work not specifically indicated on the drawings and/or described in the specifications but required to fulfill the intent of a "complete job" for the Contractor's Scope of Work will be considered to be included in the Contract.

**1.02 General Summary**

~~Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

The scope of work for the ~~2025 Milling & Resurfacing Pavement Program~~ includes, but is not limited to; Maintenance of Traffic/ Lane Closures, Erosion and Sedimentation Control, Guardrail Removal and Replacement, Curb and Gutter Removal and Replacement, Milling and Resurfacing, Signage and Pavement Markings.

**1.03 Detailed Scope of Work**

- A. Mobilization and General Conditions:
1. The Contractor shall provide a minimum dedicated full-time staff for the duration of the Contract Time including but not limited to the following staff positions:
    - a. Part time dedicated project manager.
    - b. Full time dedicated general superintendent.
    - c. Full time foreman and crew dedicated to Maintenance of Traffic (MOT)
    - d. Power broom on site at all times.
- B. Maintenance of Traffic:
1. The Contractor shall provide the MOT Plan for the Project. The Contractor shall hire a professional engineer licensed to do business in the state of Florida to provide a certified Temporary Traffic Control Plan (TTC/MOT Plan). Contractor is required to adhere to FDOT Standard Plans (Standard Design Index) 102-600 series and associated indexes for items not detailed in the TCPs. Contractor is required to submit for approval proposed MOT details when certain activities require detailed operations to control traffic flow. Contractor shall include all such activities within their bid and expect to attend regular MOT Coordination meetings to discuss proposed operations. Detour plans have been provided within the project plans related to the paving requiring the closures of ramps. Should the Contractor request to deviate from the TCPs or request an alternate/additional detour or subphase, the Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified Maintenance of Traffic (MOT) individual plan prior to applying for the required permits from CFTOD Planning & Engineering. The

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

- MOT plans shall comply with the Manual for Uniform Traffic Control Devices and applicable FDOT Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.
2. The Contractor shall provide a qualified traffic control crew to provide continuous maintenance of all traffic control systems at its expense, whenever traffic conditions warrant such control and whenever directed to provide such maintenance or adjustments by the Construction Manager. This requirement shall also apply to all events requiring a vehicle to back up on a lane maintained for traffic or any other situation considered by the Construction Manager to be dangerous.
  3. The Contractor shall provide a qualified traffic control crew at its expense to inspect all traffic control systems in the presence of the Construction Manager at the beginning and end of each work shift for a minimum of one hour after the start of the shift and a minimum of one hour before the end of the shift. The Contractor's crew shall make immediate corrections or adjustments to the MOT systems as required to conform them to the approved MOT plans or as directed by the Construction Manager.
  4. All MOT devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, debris, and stains. The Contractor shall replace any MOT device that becomes damaged with a new device.
- C. Lay Down Yard/Employee Parking Construction:
1. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. The exact location of the laydown area shall be coordinated with and approved by the CFTOD Construction Manager, prior to mobilization. The Contractor shall contain all trade parking, inclusive of the Contractor itself, to designated contractor parking areas. Staging and construction laydown is very limited within project limits. Contractor is responsible to maintain cleanliness of their assigned/approved area(s). No POV shall be parked within project limits.
  2. Contractor Employees shall be transported from assigned parking areas to work areas by means provided by Contractor.
- D. Erosion and Sedimentation Control:
1. The Contractor shall design, furnish, install and maintain, at its expense, all necessary erosion control and wetland protection systems, such as silt fences, temporary retention basins, silt screens, synthetic hay bales, floating turbidity barriers, inlet protection systems, filter fabric, sandbags, sheet piling or other approved devices required to prevent erosion and to protect the storm water systems and receiving waters. The Contractor shall be responsible for repairing and/or replacing any and all damage to the erosion protection devices. The Contractor shall maintain all erosion control systems until the Owner certifies that the punch list is complete.
  2. The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the forms included in the Specification Section 01560. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.
  3. The Contractor shall prepare and submit the NOI to the FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.
  4. The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.

5. The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans (SWPPP).
6. The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Construction Manager.
7. The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Construction Manager.
8. The Contractor shall utilize lined trucks to haul muck or saturated soils off site.
9. The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

## E. Survey and Lay-Out:

1. The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances.
2. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.
3. Refer to the Drawings for information regarding bench mark datum and coordinate system.
4. The Contractor shall preserve and protect all existing survey monuments within the limits of construction.
5. The Contractor shall provide the following specific survey tasks:
  - a. All surveying, engineering and layout required for the Work including but not limited to: (i) the limits of standard clearing and grubbing and (ii) drainage structure, utilities, roadway layout, etc.
  - b. All "rough" and "finish" grade stakes as required to perform the Work. Any re-staking required due to his or any other contractor damaging, or removing original stakes shall be performed by the Contractor and will not be the responsibility of the Owner.
  - c. Coordination with the Owner's survey consultant for verification of the Contractor's survey including, but not limited to, Contractor's field notes and temporary horizontal and vertical control points.
6. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**

## F. De-Watering:

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 01010

~~2025 Milling & Resurfacing Pavement Program~~

Summary of Work

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

~~December 5, 2024~~

Contract: C006658

Revised February 13, 2025

1. Dewatering, defined as the act of temporarily removing groundwater for the purpose of achieving a dry condition during construction, renovation and the installation or removal of underground utilities or systems, shall require regulatory permits from both the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP). Dewatering may include the use of well points, pit pumps, deep wells, sock drains or any other means for lowering the water table or removing water seeping from the ground into a pit, excavation, trench, etc. SFWMD regulates removing the water from the ground and the FDEP regulates the discharge of the water to waters of the State or the US. The contractor is required to obtain SFWMD permit coverage through RCID by completing the permit application listed below. The contractor receives permit coverage for the discharge of produced groundwater through the FDEP Construction Generic Permit for Storm water Discharge from Large and Small Construction Activities as long as the ground water is not within 500 feet of a known contamination area. If the dewatering activities are within 500 feet of a known contamination area please contact RCID Compliance: Melissa Pulver, 407.828.2250 to obtain additional permit requirements.
2. De-watering pump activation (any size/capacity) is to be coordinated via request with RCID Planning & Engineering. Pre-Activation inspection is required by RCID Personnel for every activation. Advance requests are to be scheduled with RCID.
3. The Contractor shall apply for a de-watering permit(s) through RCID Planning and Engineering at least twenty-one (21) days prior to commencement of any de-watering activities. The Contractor shall not begin any dewatering activities until RCID Planning and Engineering has approved the proposed activity. The following information is required by RCID Planning and Engineering to apply for the permit:
  - a. Name of Contractor.
  - b. Site location plan showing task specific dewatering locations.
  - c. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed.
  - d. Proposed methods of construction.
  - e. Estimating pumping rates and duration of pumping.
  - f. Known volume to be discharged from vessels installed in the wet.
  - g. Estimated depth of drawdown.
  - h. Anticipated radius of the cone influence.
  - i. Proposed points of discharge.
  - j. Site water routing from excavation to storm water retention area.
  - k. Proposed groundwater and surface water monitoring plans.
  - l. Any other sites and tasks specific characteristics worthy of consideration.
  - m. Hydraulic information (i.e. normal pool and seasonal high-water elevations) of any wetlands and surface waters within of adjacent to the proposed dewatering activities.
  - n. Monthly withdrawals will need to be submitted to RCID the first of each month once the dewatering starts.
  - o. Information shall be submitted through BIM 360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Sam Duhs via the Review Status form on BIM 360. For BIM 360 information, please contact RCID at 407.828.2250.
  - p. If the Contractor utilizes a sock drain to accomplish its de-watering, then the Contractor shall remove the sock drain when the de-watering work is completed.

G. Clearing:

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 01010

~~2025 Milling & Resurfacing Pavement Program~~

Summary of Work

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

~~December 5, 2024~~

Contract: C006658

Revised February 13, 2025

1. The Contractor shall provide all clearing and grubbing as needed in performance of the work. Tree pruning, as required, is to be performed/supervised by an approved certified arborist as deemed necessary by the Owner's Representative.
2. No burning will be allowed on site. The Contractor shall remove all cleared vegetation (grasses, plants, bushes, shrubs, trees, etc) from the site and dispose of it legally off site. Existing grasses/sod removed (strippings), as required for construction, shall be disposed of off-site at the contractor's expense and not utilized for embankment, backfill, or prepared soil layer of any kind unless approved by the Owner's Representative.
3. The Contractor shall remove all irrigation systems within the limits of the Work as required for the construction of the improvements. The Contractor will be required to retain the services of a ~~RCID~~ <sup>CFTOD</sup> approved irrigation company to make any repairs and adjustments due to the Contractor's construction activities as directed by the Construction Manager/Owners' Representative.
4. The following contractors have worked within the boundaries of ~~Reedy Creek Improvement District (RCID)~~ <sup>Central Florida Tourism Oversight District (CFTOD)</sup> property in the past. By providing this list, ~~RCID~~ <sup>CFTOD</sup> does not make or imply any qualifications or statements as to the performance or standing of these firms and the bidder is at their own risk while contracting or working with them:
  - a. Brightview Development  
Ron Claassen 321-231-0161
  - b. Commercial Landscapes  
Philip Johnson 352-267-2457
  - c. Cepra Landscapes  
Robert Maier 407-717-0635
  - d. Down To Earth  
JC Nowotny 321-356-9728
  - e. Newberg Irrigation  
Joel Newberg 407-493-7300

**H. Utilities:**

1. The Contractor is to coordinate all utility construction efforts with the utility owners – Reedy Creek Energy Services (RCES) RCES requires coordination for inspections of their new and existing utilities. RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include, but are not limited to, Smart City Telecom (data and communications fiber optic and wire), CFTOD (traffic fiber optic), and WDW Telecom (Disney fiber optic), Spectrum, Duke, Summit Broadband, TECO, & AT&T.
2. The Contractor shall identify and protect all existing utilities within the limits of the work.
3. Except as otherwise explicitly indicated on Drawings or called for in the Specifications, do not cut, alter, remove or otherwise disturb any existing improvement or construction or disturb any existing utilities without the approval of the Construction Manager.
4. The Contractor shall immediately restore to service and repair any damage caused by it to any existing utilities which are not scheduled for removal, discontinuance or abandonment, or which have not been released by the Owner and jurisdictional agencies for removal, discontinuance or abandonment, even if so scheduled.
5. Temporary Supports for existing Utilities: The Contractor shall provide all necessary temporary supports required to protect any and all existing utilities prior to commencing Work. Any damage to existing in-service utilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of RCES or appropriate utility company prior to installation by the Contractor.
6. The Contractor shall strictly adhere to utility notice and excavation permit provisions specified in Section 2.13 of Section 01010 of the project manual. The RCES Utility Locate Office will locate primary utility services. It will not locate secondary services. Secondary services include roadway lighting systems, irrigation systems, and electrical power systems

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Section 01010

~~2025 Milling & Resurfacing Pavement Program~~

Summary of Work

Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project

December 5, 2024

Contract: C006658

Revised February 13, 2025

for the existing lift station. All such services shall be maintained and/or relocated without interruption to existing services. The Contractor shall hire a private utility locate service to identify and locate all secondary utilities within the limits of the Work

7. Locating services provided by the RCES Locating Services Office ~~10T13T~~, Sunshine 811 and by any private secondary locating technician are confined to surface markings and flagging only. The Contractor shall hand dig and soft dig as required to determine the depths of all utilities. All such hand digging and soft digging shall be included in the Lump Sum Contract amount.
8. In the case of a conflict between the RCES specifications and the ~~RCED~~ <sup>CFTOD</sup> specifications, generally the CFTOD specifications shall supersede the RCES specifications. The final determination shall be made by the Construction Manager. This is not withstanding provisions contained elsewhere in the general conditions.
9. Any temporary or permanent utility (potable water, reclaimed water, sanitary water, gas, chilled water, etc.) connection to existing facilities will require advance coordination between Contractor, Owner, Owner’s Representative, and RCES in all cases.
10. Contractor is strictly prohibited from adjusting, closing, or opening any mechanical valves on RCES, CFTOD or Resort utility systems. Utilization/adjustment of valves for any reason requires advance coordination between Contractor, Owner, Resort Owner, Owner’s Representative and RCES in all cases. The utility Owner(s) must be present to supervise/perform any and all valve operations.

I. Construction:

1. The Contractor shall construct all areas as shown on the drawings.

J. ~~Subsoil Excavation and Removal:~~

- ~~1. The project includes Subsoil excavation and removal. Subsoil removal shall be defined to include any excavated material unsuitable for construction (“muck”, peat, buried construction debris, rubbish, buried vegetation, buried trees, etc.).~~
- ~~2. Limits of removal will be governed using stationing and lines/grades as depicted within the contract documents, FDOT specifications, FDOT Standard Plans, and approved modifications thereto by the Construction Manager (CM).~~
- ~~3. Measurement and payment will be governed by FDOT Specifications and the latest CPAM standards.~~
- ~~4. Subsoil removal limits are anticipated to be extended in width, further than shown in the roadway cross sections in some areas to accommodate adjacent underground installations. The contractor is to anticipate subsoil removal beyond associated limits depicted within the plans.~~
- ~~5. If unsuitable materials (as defined above) are encountered in other areas of the project, Unit Cost Rates for “Subsoil Excavation” and “Embankment” as submitted/approved within “Exhibit B” Schedule of Unit Prices will govern additional costs.~~

K. Directional Boring/Jack and Bore:

1. Before any Boring operation can commence, all known utilities and underground infrastructure within the proposed path must be located with positive identification.
2. A proposed bore path profile showing all identified infrastructure and their locations is to be submitted for approval prior to proceeding with installation.

L. Soil Amendment:

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

1. Contractor shall engage the services of a qualified agricultural soils testing laboratory to perform soil testing services of all typical areas to be planted as stated. The Contractor shall pay for all costs and fees associated with the soils testing.
2. The Contractor is responsible for all costs to amend the soil based upon the application rates.

**M. Landscape Work:**

1. The Contractor shall guarantee all Work for a period of one (1) year after the Owner certifies that the Punch List is complete.
2. When the Contractor has completed the Work as indicated on the drawings the Contractor shall notify the Owner and request its review. The Owner will provide art direction regarding the final adjustments of the landscaping, which may require additional plantings or relocations of plantings by the Contractor until the Owner is satisfied with the aesthetic appearance of the final landscape. The Contractor shall include reasonable equipment and man-power time to make field adjustments as specified by the Owner.
3. The Contractor shall provide all trees, palms, shrubs, ground cover and sod shown on the drawings.
4. The Contractor shall treat all of the soil with fertilizer as specified.
5. The Contractor shall remove all weeds and undesirable vegetation from the landscaping areas. The Contractor shall keep the landscaped areas weed free until the project reaches final completion.
6. The Contractor shall remove all rocks and small debris from the planter areas prior to planting landscaping.
7. The Contractor shall schedule inspections at plant nurseries with the Owner prior to delivery (if applicable). The Owner shall determine the condition of the shrubs and trees. Inferior quality or non-compliant material shall not be installed. If installed, removal of such material will be performed at the Contractor's expense.
8. The Contractor shall field stake the location of all plant material and bed outlines prior to initiating installation for the review and approval of the Owner.
9. The Contractor shall guarantee all landscaping, including grasses, sod, trees, palms, shrubs, and aquatics, to be alive and in satisfactory growth at the end of the maintenance period.
10. The Contractor shall dig test holes in all planting beds prior to plant installation. The Contractor will verify the soil conditions and accept sole responsibility for all plant material installed.
11. The Contractor shall bear all costs of soils, testing and amendments etc. associated with the Work and included in the Specifications. Prior to commencement of the landscape planting Work the Contractor shall provide complete soil tests as required.
12. The Contractor shall field-adjust plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground hardscape elements, roadway lighting, traffic signal poles and equipment, regulatory signs, and other elements of the infrastructure. All such changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner.
13. The Contractor shall promptly provide all photo documentation, certificates, samples and other submittal data required by the Contract Documents and in accordance with the Milestone Schedule. The Contractor shall schedule inspections of the nurseries with the nurseries and with the Owner. The Contractor shall accompany the Owner to each nursery to assist in tagging the trees selected to be delivered to the site. In addition, the Contractor shall provide 48 hours advance notice to the Owner of each delivery from the nurseries and afford the Owner the opportunity to inspect the trees prior to their installation. All trees shall be subject to approval by the Owner before they are planted by the Contractor.

**N. Sod:**



**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

1. Contractor shall replace all sod, with like kind, if damaged by its operations.
- O. Irrigation:
1. The Contractor shall provide all irrigation systems as indicated on the Drawings.
  2. The Contractor shall locate the existing main line and existing points of connection if any are existing at the beginning of its Work.
  3. The Contractor shall tap into the existing irrigation main and construct the new points of connection as shown on the Drawings.
  4. The Contractor shall provide electrical power and communication wire to all irrigation controllers. The Contractor shall provide the meter cans and electrical panels for all of the controllers. The Contractor shall extend all power wiring from the distribution panels to the irrigation controllers.
  5. The Contractor shall install all tree irrigation as shown on the Drawings.
  6. The Contractor shall install new sleeves as noted on the drawings. Where directional boring is required, the Contractor shall hire an experienced driller and licensed underground utility contractor to perform the directional bore work. The Contractor shall submit all bore logs upon completion of each bore and submit a final bore log package to go along with the as-builts at the completion of the project.
  7. The Contractor shall repair and restore to new condition any and all grades, landscaping, sod, utilities, or sleeves that are damaged during the installation of the irrigation system. The Contractor shall coordinate its activities with the Separate Contractors to ensure all sleeves are installed in a timely manner consistent with the schedule provided by the Separate Contractors.
  8. No landscape planting shall commence prior to the Contractor having the ability to adequately water such plantings either by hand or through the use of an irrigation system. The Contractor shall be responsible for watering all plantings if the irrigation system is not operational.
  9. The Contractor shall be responsible to maintain the irrigation system in such a manner to prevent plant stress due to lack of water. Planted material that becomes stressed beyond recovery, shall be replaced by the Contractor at no additional charge. If temporary irrigation systems are required to meet the Milestone Schedule, the Contractor shall provide such temporary systems.
  10. Contractor shall coordinate all planting work with irrigation work and shall be responsible for all hand watering as required to supplement irrigation watering and rainfall. The Contractor shall be responsible for supplemental hand watering in all planting areas, regardless of the status of the irrigation.
  11. All irrigation pipe and control wire must be inspected by the Owner's Representative prior to backfilling on a daily basis. The irrigation mains shall be tested according to the Specifications and a Representative of the Owner must witness all pressure tests.

**PART 2 – GENERAL INSTRUCTIONS & STANDARDS FOR THE CONSTRUCTION WORK****2.01 General Requirements**

- A. The Contractor shall provide all services and necessary items of expense, including but not limited to, labor, material, trucking, transportation, equipment, hoisting, scaffolding, power, supervision, appliances, layout and all other services and items of expense required for the complete performance of all Work in accordance with the Contract Documents.
- B. Cost Loaded Schedule
  1. The Contractor shall cost load their monthly progress CPM schedule submittals, in order to provide projected monthly cash flows to the Owner.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

**C. Proposed Staffing Plan**

1. Contractor shall submit with its Bid Proposal a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, field work, and administrative services required. The Contractor shall identify the key person to be placed in responsible charge of the work. The Project Manager and key personnel within each discipline shall be identified and past experience of each, as it relates to this Project, shall be discussed. Other items to be included in the discussion of the staffing plan are:

- a. Work force capabilities of the firm.
- b. Work force commitment for the Project.
- c. Key staff resumes.

Note: The Contractor is required to have a certified inspector onsite for SWPPP and MOT at all times.

**2.02 Job Site Access / Use of Job Site**

- A. The Contractor shall utilize lined trucks to haul muck or saturated soils off site (if required) and shall utilize only those hauling routes prescribed or approved by the Construction Manager for hauling to and from the site. For each and every occurrence that the Contractor or its Subcontractor(s) utilize a haul route that is not prescribed by, or otherwise expressly approved by, the Construction Manager, the Owner shall deduct from the Contract Sum, the sum of \$500.00 a day.
- B. Vehicular traffic to the Job Site is limited to vehicles required to deliver labor and materials. On-site parking for vehicles shall be limited to those areas designated by the Construction Manager and shall be limited to company work vehicles actively working on site. Vehicles not actively supporting Job Site operations are not permitted to remain on site. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. When it is designated, the Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage area.
- C. The Contractor is responsible for the routing of all construction personnel and traffic required in the performance of the Work and shall ensure compliance with any special instructions pertaining to such routing as established by the Construction Manager.
- D. Lunch and break areas are confined to the immediate job site area, within the limits of construction. Tradesmen shall be prohibited from patronizing the restaurants in the adjacent development.
- E. The Contractor shall confine its use of the job site to those activities directly relating to the performance of the Work. No other use of the job site will be permitted without the express written approval of the Construction Manager.
- F. The Contractor shall provide all necessary flagmen, barricades, and MOT devices necessary for safe and proper traffic control. The Contractor is advised that it is responsible for all construction personnel and traffic routing logistics required in the performance of its work.
- G. The Contractor shall provide all necessary temporary water retention basins, turbidity control, and silt fence, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining Central Florida Tourism Oversight District and Walt Disney World ponds, lakes, wetlands, or canals become contaminated due to the Contractor's actions or inactions, the cost to flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or canals shall be paid

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
 Contract: C006658

Section 01010  
 Summary of Work  
~~December 5, 2024~~  
 Revised February 13, 2025

for by the Contractor. Any fines and / or penalties assessed for contamination of these water bodies, due to the Contractor's actions or inactions, shall be paid for by the Contractor.

**2.03 Coordination**

- A. The Contractor shall coordinate with the Construction Manager to allow for all materials testing. The Owner shall pay for costs associated with the initial testing but the Contractor shall be liable for costs associated with retesting as a result of initial test failure due to deficiencies in the Contractor's work efforts.
- B. The Contractor shall coordinate its work with the Construction Manager and with the Owner's Separate Contractors. The Contractor shall sequence its Work, as required by the Construction Manager, with the work of the Owner's Separate Contractors at no additional cost to the Owner.
- C. Contractor is required to coordinate its efforts with the Owner's Representative and Construction Manager for service connections for on-going development adjacent to this project, at no additional cost to the Owner.
- D. The Contractor is required to coordinate with the delivery of any and all Owner Furnish, Owner or Contractor installed items.
- E. The Contractor shall coordinate with the Construction Manager for site access/control for the ~~Creek~~ <sup>District</sup> Fire Department. ~~Reedy~~
- F. The Owner, or appointed delegate, reserve the right of access to any part of the job site, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

**2.04 Worker Conduct and Clothing**

- A. The Contractor is responsible at all times for the proper conduct of its personnel and that of its subcontractors and suppliers. The Contractor shall restrict its personnel to the job site and immediate vicinity thereof and shall endeavor to prevent discordant relationships between its personnel and that of any adjacent property owner or resident.
- B. The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.
- C. The Contractor shall ensure its personnel are properly dressed with O.S.H.A. approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The Owner's Representative shall solely determine whether any such clothing is or is not permissible.

**2.05 Surveying**

- A. Refer to Specification Section 01050 – Field Engineering, contained in the Project Manual, for specifications governing field engineering and surveying.
- B. The Contractor shall inspect the site, observe the existing conditions and grades, and make reasonable measurements to verify existing conditions prior to its bid.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
 Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
 Contract: C006658

Section 01010  
 Summary of Work  
~~December 5, 2024~~  
 Revised February 13, 2025

- C. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings and the accuracy the as-built drawings provided by the Owner's Separate Contractor. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings and as-built drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.
- D. The Contractor shall verify forms prior to pouring, or placing, critical components of structures.
- E. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**
- F. The Contractor verify the location of all existing utilities or obscured existing improvements or construction indicated on Drawings to be proximate to or affected by the Work prior to commencement of excavation or demolition in any given area.

**2.06 Testing and Inspection**

- A. Refer to Specification Section ~~01410~~<sup>01455</sup> – Testing ~~Laboratory~~<sup>and Inspection Laboratory</sup> Services, contained in the Project Manual, for specifications governing soils and materials testing and inspection. The Owner reserves the right to re-test and approve or disapprove the results of the Testing and Inspection.
- B. The project specifications utilize Florida Department of Transportation specifications governing acceptance of materials used in the performance of the Work. Because the Owner has no affiliation with the Florida Department of Transportation's materials testing laboratories where such materials are deemed acceptable, the Owner has developed an alternative Materials Acceptance Criteria Matrix governing the manner in which materials will be accepted on the project. Contractor shall refer to attached Division 2 through Division 3 Specifications prepared by Kisinger Campo & Associates.

**2.07 Surface Water Management and Environmental Controls**

- A. The Contractor shall provide and maintain all necessary erosion control in accordance with ~~paragraph 1.3.5~~<sup>Section 1.03D</sup> above, the plans, and Specification Section 01560, entitled Erosion ~~and Sedimentation Control~~<sup>and Dewatering</sup>, contained in the Project Manual.
- B. The Contractor shall submit for approval any and all Erosion and Sedimentation control measures necessary/required to remedy waterway conditions negatively impacted by or resulting from contractor operations. Contractor will implement such approved measures at no additional cost to the owner.

**2.08 Temporary Fencing**

- A. Geogrid Fencing and Silt Barriers:
  - 1. When required by the Contract Documents, geogrid fencing and silt barriers shall be provided and maintained along the boundaries of all designated tree preservation and protected wetland areas. The Contractor shall not disturb the trees or vegetation within such areas unless directed otherwise by the Owner's Representative.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
Contract: C006658

Section 01010  
Summary of Work  
~~December 5, 2024~~  
Revised February 13, 2025

2. Geogrid fencing shall be provided and maintained along jurisdictional wetland buffers excluding those wetlands (if any) to be removed under this Contract. Silt barrier shall be provided and maintained along areas designated on Drawings.
3. The Contractor shall inspect all geogrid fences and silt barriers daily and shall immediately make necessary repairs to any damaged or improperly functioning geogrid fences and/or silt barriers.

**2.09 Permits and Permit Fees**

- A. All Permits required for any part of the Contractor's Work (except those permits obtained directly by the Owner, as further enumerated below) shall be procured and paid for by the Contractor. This shall apply also to those permits required to be obtained by the Contractor in the name of the Owner or its Owner's Representative for the Owner's or Owner's Representative's own temporary construction office facilities, if any. The costs for the required permits (except those permits obtained directly by the Owner or the Owner's Representative) are included in the Contract Sum. Before applying for any permit, the Contractor shall present a draft application to the Owner's Representative for review.

**2.10 Job Site Cleanliness, Construction Operations Upon and Affecting the Use of the Project Site**

- A. Refer to Specification Section 01710 – Cleaning, contained in the Project Manual, for specifications governing cleaning and job site cleanliness.
- B. The Contractor shall cause no dirt or debris to be deposited on any public or private roadways and must clean up same in an expeditious manner if such dirt or debris occurs due to this Contractor's operation. If the Contractor fails to perform, clean-up will be performed by others and all costs for same will be deducted from monies due or owing the Contractor.
- C. The Contractor shall clean the tires of all vehicles as they exit the job site and enter onto the public roadway or private driveways. The Contractor shall provide rotary power broom equipment on site for daily sweeping as needed and as requested by the Owner's Representative.
- D. The Contractor shall use "whisperized" construction equipment. Noise levels shall be within those levels acceptable by the authorities having jurisdiction.
- E. Material deliveries shall generally be made during normal working hours. Where special deliveries must be made at other times Contractor shall request approval of same. If such request is approved Contractor shall arrange for the proper labor force to receive and unload materials promptly.
- F. The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner will not provide any security for material and equipment stored on site for contractors working at the Project site.
- G. On site storage of fuel will not be permitted without prior written approval of the Owner and approval from all appropriate local, state, and federal agencies having jurisdiction.
- H. Any and all damage to property resulting directly or indirectly by the Contractor's operations, or those of its subcontractors, shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of Owner's Representative.
- I. Daily clean-up of the construction areas will be strictly enforced. Excess materials or accumulation of debris shall not encumber the site.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

- J. If, in the judgment of the Owner's Representative, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials; and, in the event the Contractor fails to correct the situation, the Owner reserves the right to take any action it deems necessary to correct the situation and shall back charge the Contractor for the full cost of the corrective action.
- K. The Contractor shall provide a final clean prior to turnover.
- L. All construction activities that may have any effect on any adjacent landowner's operating systems or facilities must first have the final approval of the Owner's Representative before they are initiated. The activity description, schedule time and duration, and areas affected must be submitted to the Owner at least 72 hours in advance to obtain this approval.
- M. Work activities that affect the environment of guest operations (noise, visual intrusion, safety, odor, dust and dirt, etc.) may be restricted to other than normal operating hours.
- N. Cranes and draglines shall be boomed down at the end of each workday and during periods of inactivity during the workday.
- O. Any maintenance to construction equipment on-site, which may be considered by the Owner's Representative to have the potential to contaminate the existing earth, will not be permitted.
- P. Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.
- Q. The Contractor will be responsible for safely barricading open excavations that may present hazards.
- R. The Contractor shall hire Mid Florida Materials to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material from the job site. Contact Noah (Tel: 407.607.9359) or Lisa (Tel: 407.607.9345), a minimum of 24 hr. in advance of waste pick-up. No other firm, entity or agency is authorized to provide solid waste service within the District unless permitted in writing by the District. Such service includes Class I, Class III and Construction and Demolition Debris service. Any firm, entity or agency found to be providing such service within the District without written permission from the District shall be required to remove any solid waste containers associated with this service within 48 hours of notification. Failure to do so will result in the impoundment of said containers by the District. Release of said impounded containers to the owner will require payment of a storage fee of \$100/container each day.
- S. The Contractor shall legally dispose of all excess soils generated by the Work.
- T. On-site security is the responsibility of Contractor. Observe security requirements established by ~~Central Florida Tourism Oversight~~ District and adjacent landowners. Coordination and all questions with regard to security shall be directed to the Construction Manager.

**2.11 Existing and Adjacent Roadways and Utilities**

- A. The Contractor will maintain access to roadways at all times. The Contractor shall create no open cuts or other obstacles on roadways or walkways without explicit approval of the Owner's Representative. Authorized cuts must be bridged to permit vehicular and pedestrian traffic to continue without delay or hindrances. Any work that must be performed which may result in delays to public traffic or re-routing of traffic must be coordinated with the Owner's Representative.
- B. Wherever possible, the Contractor shall arrange work so there will be no service interruptions of any existing systems. Whenever service interruptions are necessary, the Contractor shall secure the advance approval of the Construction Manager and jurisdictional agencies as to the time and date

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

such interruptions will be permitted. The Contractor shall return all services back into operation as soon as possible, including working on an overtime basis, if deemed necessary by the Construction Manager, at no additional cost to the Owner.

- C. All existing conditions off the immediate Project site that are disturbed due to Contractor's activities must be restored by the Contractor to pre-construction conditions.
- D. The Contractor shall restore all existing grade, existing sod, and existing irrigation it disturbs. Restore all affected areas to existing conditions or better.
- E. RCES, CFTOD, WDW and other Utility Owners all have existing infrastructure within the project limits. The Contractor shall preserve and protect all such infrastructure during the performance of its Work. The Contractor shall sequence its Work in cooperation with the utility companies and as required to work around the existing infrastructure without damaging it until it is relocated. Once relocated, the Contractor shall preserve and protect the relocated infrastructure throughout the remaining duration of the work. Contact information is provided on the drawings.

## 2.12 Temporary Facilities

- A. The Contractor shall provide generators for temporary construction power.
- B. The Contractor shall provide temporary portable toilets for use by its tradesmen, and shall be located out of view from the traveling public at locations approved by the Construction Manager.

## 2.13 Notification to Utility Companies and Excavation Permit

- A. Utility Locate Tickets:
  - 1. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida. Any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
  - 2. There are two types of utility locate requests:
    - a. Standard Locate requests:
      - i. Used when no portion of the excavation will be underwater
      - ii. Request must be submitted a minimum of three (3) full business days before excavation. If the excavation site is in an area that is underwater, the request must be submitted ten (10) full business days before excavation. Three (3) full business days represents a time period of 72 hours, not including the day the locate ticket is requested, weekends or holidays. Day one begins at 12:00 a.m. the day AFTER the locate ticket is requested.
    - b. Submit request to Sunshine 811 Notification system.
      - i. Call 811 or enter the request via the internet at <http://www.online811.com>
      - ii. Write down the Sunshine 811 locate ticket number
    - c. Contact the Reedy Creek Energy Services (RCES) Utility Locate Office via email at [utilitylocates@disney.com](mailto:utilitylocates@disney.com) to locate the existing utilities in the area.
      - i. Provide the Sunshine 811 locate ticket number.
      - ii. Mark up the RCES supplied map to show the limits of the excavation that will occur within the following thirty (30) days.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
Contract: C006658

Section 01010  
Summary of Work  
~~December 5, 2024~~  
Revised February 13, 2025

- d. Emergency Locate requests:
    - i. An emergency is defined by Chapter 556.109, Florida Statutes as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in a member's underground facility; or any impairment of public roads or utilities that requires immediate repair, as determined by FDOT or another affected political subdivision.
    - ii. Work-scheduling problems are not considered an emergency.
  - e. If prior to 7:00 AM or after 4:00 PM on weekdays, or anytime on weekends or holidays, call the RCES Control Room Emergency Number at 407.824.4185. Provide the nature of the emergency and exact location.
  - f. Call Sunshine 811.
  - g. Provide the Sunshine 811 locate ticket number to the RCES Control Room.
  - h. Approved excavators can request emergency tickets using Internet Ticket Entry. Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.
- B. Have the area subject to the request marked on the ground using the "white line" method recommended by Sunshine 811. If the area is a sensitive "on-stage" area where marking is not desired, meet the locators at the site and define the actual extent of the area to be located. Follow the Low Impact Marking Guidelines defined in Chapter 556.114, Florida Statutes.
- C. DO NOT BEGIN EXCAVATION until you have:
1. Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions AND
  2. Been notified by Sunshine 811 that all public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, etc.) have responded to the locate request. This is automatically sent to you if you provide an e-mail address during the locate ticket request process. Or you can access them manually by calling 800.850.8257 or using the internet at the web address noted above.
- D. NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Central Florida Tourism Oversight District and for notifying specific WDW organizations that have underground facilities within CFTOD (WDW Irrigation, WDW Telecom, and WDW Video Technology). RCES is not responsible for location of "secondary" facilities – those lines (electric, water, sewer, etc.) that are on the customer side of the meter or any other similar lines on the customer's property. The Locate Ticket you will get from RCES will specifically indicate that the excavator must also contact the property owner / customer to obtain information on those secondary lines. The customer may require that the excavator locate such lines.
- E. During Excavation:
1. Protect exposed underground facilities.
  2. Keep the locator marks visible throughout the excavation period or request a reissue of the locate.
  3. STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) or if you expose any warning tape or red concrete and contact the facility owner directly.
  4. Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed



**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

~~2025 Milling & Resurfacing Pavement Program~~

Osceola Parkway &amp; World Drive Interchange Resurfacing and Guardrail Replacement Project

Contract: C006658

Section 01010

Summary of Work

~~December 5, 2024~~

Revised February 13, 2025

cautiously when digging within 24 inches on either side of the locate marks when using any mechanized equipment within the tolerance zone, supervision is necessary.

5. Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.
6. Issuance of a utility locate ticket does not relieve the excavator of the responsibility of exercising due caution for unknown or miss-allocated underground utilities.
  - a. The Utility Locate Ticket shall not be construed as a building permit.
  - b. When a utility requests an area to be "HAND-DUG" it means HAND DIG ONLY.
7. The Owner reserves the right to stop excavation at any time for the following reasons:
  - a. The Utility Locate Ticket is not present at the work site.
  - b. The excavation is not in compliance with WDW, RCES, or CFTOD rules and regulations.
  - c. The excavation is endangering personnel, equipment, or existing utilities.
  - d. No restitution will be made for work stoppage for violations of the above-mentioned causes.

**2.14 Safety Requirements**

- A. The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use. The certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.
- B. Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.
- C. Contractor shall provide a Severe Weather Preparedness plan and obtain approval prior to commencing work. The Severe Weather Preparedness plan will follow the guidelines of CFTOD's "Required Storm Preparation Procedures", dated June 2017. The costs incurred as a result of the implementation of this plan on this contract will be the responsibility of the Contractor.
- D. Contractor is required to start all meetings or briefings with a "Safety minute or thought of the day".

**PART 3 – SPECIAL INSTRUCTIONS****3.01 Work Hours**

- A. Normal hours of work shall be between 7:00 AM and 4:00 PM Monday through Friday. All work requiring a temporary lane closure may need to be performed between 10:00 PM and 6:00 AM Sunday through Thursday.
- B. Detours shall only be permitted to be implemented 2 hours after the latest Park closure time, for the requested date, until 6am. A minimum of a two week prior notification and approval from CFTOD Construction Management Team is required prior to implementation.
- C. Contractor shall obtain approval from the Owner's Representative at least 72 hours prior to scheduling any work to be performed during hours other than the normal (7:00 am to 4:00 pm) work hours or on Saturdays, Sundays, or legal holidays.
- D. The Contractor shall pay for the cost of all standby trades or premiums for work on Saturdays, Sundays, and Holidays when the schedule or job site conditions require such work.

**3.02 Restrictions Governing Certain Construction or Demolition Activities**

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
Contract: C006658

Section 01010  
Summary of Work  
~~December 5, 2024~~  
Revised February 13, 2025

- A. Work Restrictions
1. Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:
    - a. Christmas through New Years
    - b. July 4<sup>th</sup>
    - c. Easter/Spring Break
    - d. Thanksgiving
    - e. Memorial Day
    - f. Labor Day
  2. Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.
- B. Direction drill, drilled shaft, jack and bore spoils
1. Spoils from auger operations, drilling, and jacking operations are to be disposed of properly offsite at no additional cost to the Owner.
  2. All fluids (slurry) generated by directional drill/auger operations must be legally disposed of outside of the Central Florida Tourism Oversight District and outside of the Walt Disney World Resort. The RCES Composting Facility no longer accepts drilling fluids.

**3.03 Material and Equipment Storage Limitations**

- A. Limited storage space will be available at the job site and on-site storage will be subject to approval of the Owner's Representative. All stored material must be neatly organized and stacked, subject to advance approval by the Owner's Representative. The Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage areas.
- B. The Contractor shall supply materials to the Job Site on a just in time delivery strategy in order to minimize storage of materials on site.
- C. The Contractor shall relocate stored materials or equipment at its expense when directed by the Owner's Representative.
- D. The Contractor shall cooperate and coordinate with the Owner's Representative and all other Separate Contractors regarding the placement and storage of materials and equipment in order not to encumber the areas prior to and during the performance of the Work.
- E. The Contractor shall be solely responsible for the securing and safekeeping of all of its on-site materials, tools and equipment. **If the Contractor is to leave any materials on site after work hours, it shall be secured in a conex, or a fenced in area at the Contractor's expense.**
- F. The Contractor shall use "whisperized" construction equipment. The Contractor shall be prepared to schedule work of extreme noise levels at times established by the Owner's Representative.
- G. Material deliveries shall be made during normal working hours unless otherwise arranged with the Owner's Representative. Where special deliveries must be made at other times, the Contractor shall arrange for labor forces to receive and unload as promptly as possible.

**Specification Section 01010 - Summary of Work**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
~~2025 Milling & Resurfacing Pavement Program~~  
Osceola Parkway & World Drive Interchange Resurfacing and Guardrail Replacement Project  
Contract: C006658

Section 01010  
Summary of Work  
~~December 5, 2024~~  
Revised February 13, 2025

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H. The Contractor shall not store fuel on site.

**PART 4 – ATTACHMENTS**

**4.01 Supplemental Information**

A. See Specification Section 00850.

**PART 5 – CLARIFICATIONS**

**5.01** The work hereunder is not subject to, nor governed by, union and/or trade agreements.

**END OF SECTION 01010**

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 9.1**

**Board Meeting Date: 02/28/2025**

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**Subject:** Fiscal Year 2024 Annual Financial Statements

**Presented By:** Susan Higginbotham

**Department:** Finance

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**STAFF RECOMMENDATION (Motion Ready):** Accept the Fiscal Year 2024 Annual Financial Statements of the Central Florida Tourism Oversight District

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**DISTRICT'S RELEVANT STRATEGIC GOALS:** Fiscally Sustainable

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**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** The Fiscal Year 2024 Annual Financial Statements are prepared by staff and audited by Cherry Bekaert, LLP, our external auditors. Staff will present an overview of the financial highlights followed by a presentation from Brian Liffick of Cherry Bekaert to discuss the audit process and conclusion.

**FINDINGS AND CONCLUSIONS:** The auditors have issued unmodified (clean) opinions on the financial statements.

**FISCAL IMPACT:** The District has a total Net Position of \$725 million as of September 30, 2024. This is an increase of \$95 million over prior year.

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

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**SUPPORT MATERIALS:** Fiscal Year 2024 Annual Financial Statements of the Central Florida Tourism Oversight District



Lake Buena Vista, Florida

ANNUAL FINANCIAL REPORT  
AND COMPLIANCE REPORTS

Year Ended September 30, 2024

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
(LOCATED IN ORANGE AND OSCEOLA COUNTIES)  
1900 HOTEL PLAZA BOULEVARD  
LAKE BUENA VISTA, FLORIDA**

**BOARD OF SUPERVISORS**

**ALEXIS YARBROUGH, CHAIR  
BRIAN AUNGST, JR.  
BRIDGET ZIEGLER  
JOHN GILBERT  
SCOTT WORKMAN**

**DISTRICT ADMINISTRATOR**

**STEPHANIE KOPELOUSOS**

**CHIEF FINANCIAL OFFICER**

**SUSAN G. HIGGINBOTHAM, CPA**

**INDEPENDENT AUDITOR**

**Cherry Bekaert LLP  
Orlando, Florida**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
ANNUAL FINANCIAL REPORT  
Year Ended September 30, 2024

TABLE OF CONTENTS

	Page
REPORT OF INDEPENDENT AUDITOR.....	1
MANAGEMENT'S DISCUSSION AND ANALYSIS.....	3
BASIC FINANCIAL STATEMENTS	
Government-wide Financial Statements:	
Statement of Net Position.....	13
Statement of Activities.....	15
Fund Financial Statements:	
Balance Sheet - Governmental Funds.....	17
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position.....	18
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds.....	19
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	20
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund.....	21
Statement of Net Position - Utility Fund.....	24
Statement of Revenues, Expenses and Changes in Net Position - Utility Fund.....	26
Statement of Cash Flows - Utility Fund.....	27
Statement of Fiduciary Net Position - Fiduciary Fund.....	29
Statement of Changes in Fiduciary Net Position - Fiduciary Fund.....	30
Notes to the Financial Statements.....	31

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
ANNUAL FINANCIAL REPORT  
Year Ended September 30, 2024

TABLE OF CONTENTS

	PAGE
REQUIRED SUPPLEMENTARY INFORMATION	
Schedules Supporting Modified Approach for District Infrastructure Capital Assets.....	76
Other Postemployment Benefits - Schedule of Changes in the District's Net OPEB Liability and Related Ratios.....	83
Other Postemployment Benefits - Schedule of the District's Contributions.....	85
Other Postemployment Benefits - Schedule of Investment Returns.....	86
Pension Plan - Schedule of the District's Proportionate Share of the Net Pension Liability.....	87
Pension Plan - Schedule of the District's Contributions.....	88
HIS Plan - Schedule of the District's Proportionate Share of the Net Pension Liability.....	89
HIS Plan - Schedule of the District's Contributions.....	90
COMPLIANCE REPORTS	
Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	91
Report of Independent Accountant on Compliance with Local Government Investment Policies.....	93
Report of Independent Accountant on Compliance with Trust Indenture.....	94
Independent Auditor's Management Letter.....	95





## Report of Independent Auditor

To the District Administrator, Deputy District Administrator, and Board of Supervisors  
Central Florida Tourism Oversight District  
Lake Buena Vista, Florida

### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information Central Florida Tourism Oversight District (the “District”), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District’s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### **Auditor’s Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Cherry Bekaert LLP*

Orlando, Florida  
February 24, 2025

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Central Florida Tourism Oversight District (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the District's financial statements, which follow this section.

### **Financial Highlights**

- The assets plus deferred outflows of resources of the District exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$725,131,947 (net position).
- The District's total net position increased during the year by \$94,995,574.
- The District's total noncurrent liabilities decreased by \$49,188,882 during the year.
- As of September 30, 2024, the District's governmental funds reported combined ending fund balances of \$128,260,774, an increase of \$138,092 in comparison with the prior year. Approximately 36% of this total amount is available for spending at the government's discretion (unassigned fund balance).
- At September 30, 2024, unassigned fund balance for the general fund was \$46,808,590, or 37% of total general fund expenditures, including transfers.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

**Government-wide Financial Statements.** The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., arbitrage rebate owed but not due until a future year and earned but unused vacation leave).

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### **Overview of the Financial Statements (continued)**

Both of the government-wide financial statements distinguish functions of the District that are principally supported by taxes and charges for services (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include general government, public safety, physical environment, transportation and debt service. The business-type activities of the District include water, wastewater, reuse, gas, solid waste, chilled water, hot water and electric utility operations. The government-wide financial statements can be found on pages 13-16 of this report.

***Fund Financial Statements.*** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental, proprietary and fiduciary funds.

***Governmental funds.*** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and the capital projects fund, all of which are considered to be major funds.

The District adopts an annual legally appropriated budget for its general fund and debt service fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget. The governmental fund financial statements can be found on pages 17-23 of this report.

***Proprietary fund.*** Proprietary funds report the same functions presented as business-type activities in the government-wide financial statements. The District maintains a proprietary fund, the Utility Fund, which is an enterprise fund that accounts for eight utility operations. The Utility Fund provides the same type of information as the government-wide financial statements, only in more detail. The Utility Fund financial statements can be found on pages 24-28 of this report.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Overview of the Financial Statements (continued)

*Fiduciary funds.* Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 29-30 of this report.

*Notes to the Financial Statements.* The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 31 of this report.

### Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities plus deferred inflows of resources by \$725,131,947 at September 30, 2024.

#### District's Net Position

	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Current and noncurrent assets	\$ 147,765,271	\$ 148,576,244	\$ 219,358,507	\$ 226,836,296	\$ 367,123,778	\$ 375,412,540
Capital assets	1,004,099,820	957,726,780	306,287,987	303,890,494	1,310,387,807	1,261,617,274
Total assets	<u>1,151,865,091</u>	<u>1,106,303,024</u>	<u>525,646,494</u>	<u>530,726,790</u>	<u>1,677,511,585</u>	<u>1,637,029,814</u>
Deferred outflows of resources	63,832,086	50,250,933	-	982,520	63,832,086	51,233,453
Current liabilities*	66,979,405	66,820,484	46,344,090	42,935,982	113,323,495	109,756,466
Noncurrent liabilities	749,832,702	775,663,428	120,313,798	143,671,954	870,146,500	919,335,382
Total liabilities	<u>816,812,107</u>	<u>842,483,912</u>	<u>166,657,888</u>	<u>186,607,936</u>	<u>983,469,995</u>	<u>1,029,091,848</u>
Deferred inflows of resources	27,957,837	27,156,201	4,783,892	1,878,845	32,741,729	29,035,046
<b>Net position:</b>						
Net investment in capital assets	434,480,956	369,915,280	206,300,548	216,126,571	640,781,504	586,041,851
Restricted	3,780,807	2,930,018	55,031,110	52,964,183	58,811,917	55,894,201
Unrestricted (deficit)	<u>(67,334,530)</u>	<u>(85,931,454)</u>	<u>92,873,056</u>	<u>74,131,775</u>	<u>25,538,526</u>	<u>(11,799,679)</u>
	<u>\$ 370,927,233</u>	<u>\$ 286,913,844</u>	<u>\$ 354,204,714</u>	<u>\$ 343,222,529</u>	<u>\$ 725,131,947</u>	<u>\$ 630,136,373</u>

\*includes current liabilities payable from restricted assets

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### **Government-wide Financial Analysis (continued)**

The District's net position includes: 1) net investment in capital assets (e.g., land, land improvements, buildings, machinery and equipment), less any related debt used to acquire those assets that is still outstanding and deferred outflows of resources and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets or related debt. The District uses these capital assets to provide infrastructure and services to businesses operating within the District; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities; 2) net position restricted by contract or enabling legislation for nonoperating uses such as capital and debt service, 3) net position assigned by the Board of Supervisors to be used for a specific purpose such as emergency reserves and 4) unrestricted net position (deficit). The net investment in capital assets continues to increase as the related debt is paid.

*Governmental activities.* Governmental activities reflect negative unrestricted net position balances primarily due to the District's net pension liability and net OPEB liability. The District recognized an increase in the proportionate share of the Florida Retirement System (FRS) pension liability as of the measurement date.

The increase in ad valorem tax revenues is primarily the result of an increase in assessed values from the prior year. Interest and investment income was significantly higher than the prior year due to favorable market conditions and unrealized gains on investments. Decreases in general government and transportation expenses were due to reductions in litigation fees with the settlement of lawsuits, and fewer planned transportation projects, respectively. The transfer in from the Utility Fund was for utility related projects as part of the World Drive North Phase III project.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Government-wide Financial Analysis (continued)**

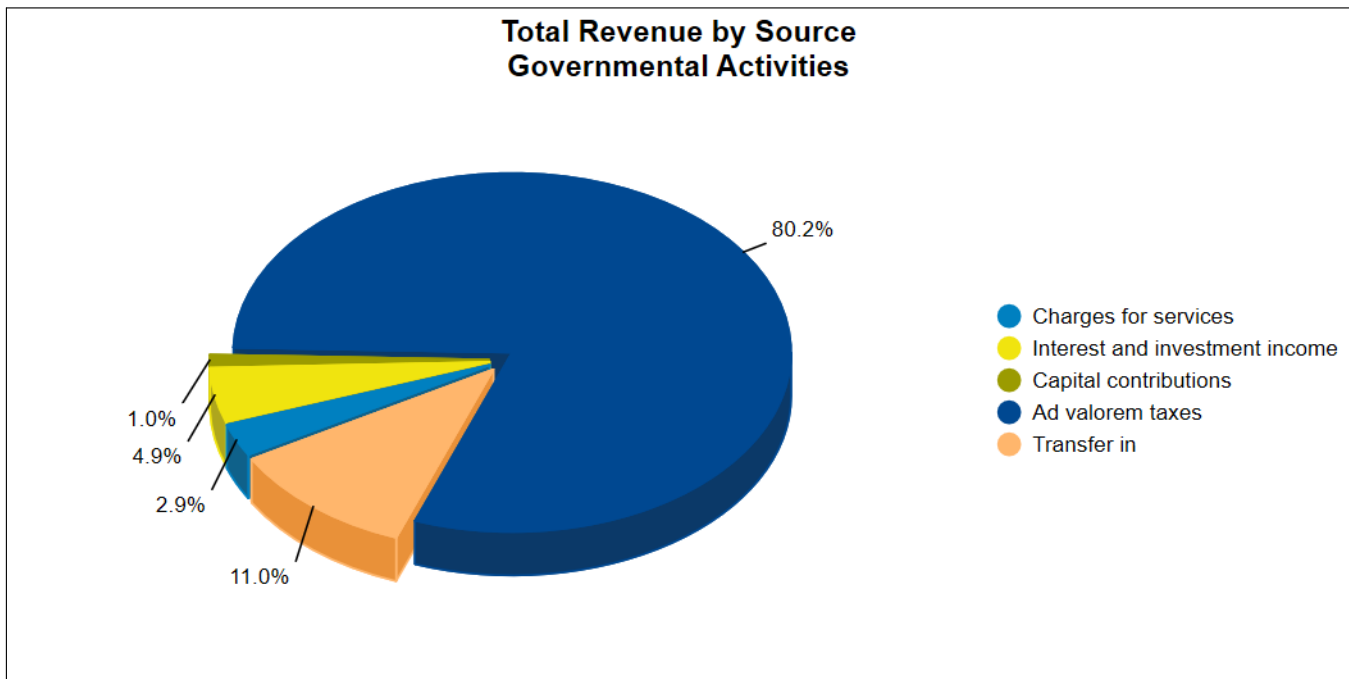
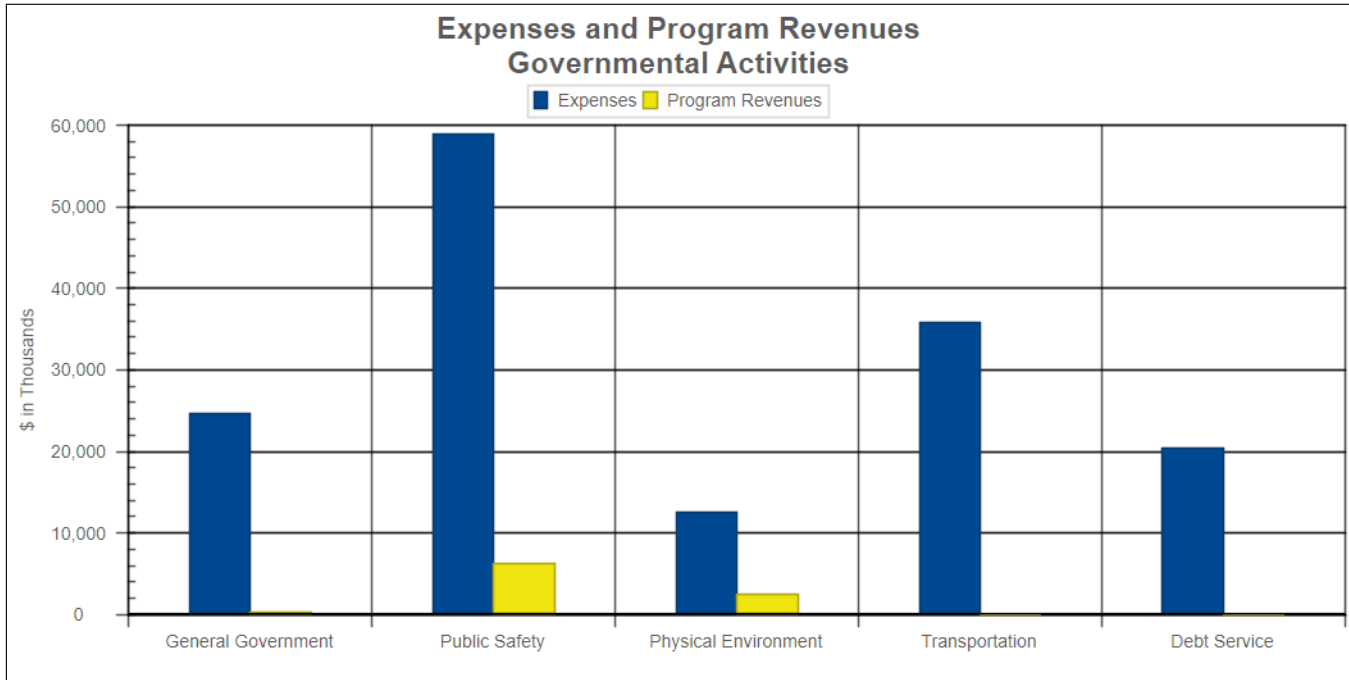
**District's Change in Net Position**

	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$ 6,904,562	\$ 4,094,426	\$ 186,241,542	\$ 189,116,897	\$ 193,146,104	\$ 193,211,323
Capital contributions	2,248,977	64,553	134,339	487,203	2,383,316	551,756
Total program revenues	9,153,539	4,158,979	186,375,881	189,604,100	195,529,420	193,763,079
General revenues:						
Ad valorem taxes - net	189,469,297	179,283,918	-	-	189,469,297	179,283,918
Interest and investment gain	11,574,061	7,952,993	9,170,170	5,685,300	20,744,231	13,638,293
Gain on disposal of capital assets	5,367	-	-	-	5,367	-
Total general revenues	201,048,725	187,236,911	9,170,170	5,685,300	210,218,895	192,922,211
Total revenues	210,202,264	191,395,890	195,546,051	195,289,400	405,748,315	386,685,290
Expenses:						
General government	24,672,743	26,461,034	-	-	24,672,743	26,461,034
Public safety	58,837,378	59,061,885	-	-	58,837,378	59,061,885
Physical environment	12,480,809	12,311,541	-	-	12,480,809	12,311,541
Transportation	35,819,276	38,600,761	-	-	35,819,276	38,600,761
Utility operations	-	-	155,352,474	158,413,109	155,352,474	158,413,109
Loss on disposal of capital assets	-	292,141	-	-	-	292,141
Interest on debt	20,378,669	21,333,451	3,211,392	3,674,034	23,590,061	25,007,485
Total expenses	152,188,875	158,060,813	158,563,866	162,087,143	310,752,741	320,147,956
Increases in net position before transfers	58,013,389	33,335,077	36,982,185	33,202,257	94,995,574	66,537,334
Transfers	26,000,000	-	(26,000,000)	-	-	-
Change in net position	84,013,389	33,335,077	10,982,185	33,202,257	94,995,574	66,537,334
Net position - beginning	286,913,844	253,578,767	343,222,529	310,020,272	630,136,373	563,599,039
Net position - ending	\$ 370,927,233	\$ 286,913,844	\$ 354,204,714	\$ 343,222,529	\$ 725,131,947	\$ 630,136,373

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Government-wide Financial Analysis (continued)



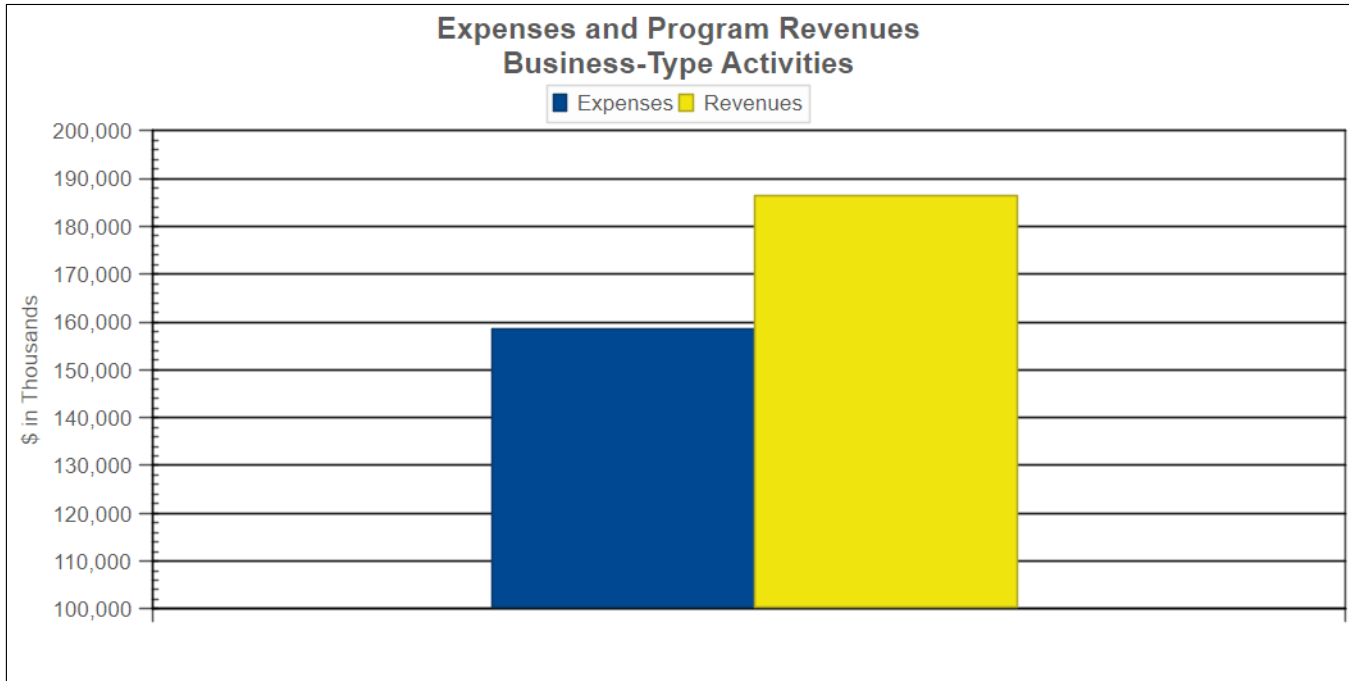


# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Government-wide Financial Analysis (continued)

*Business-type activities.* Assets and liabilities decreased with the paydown of utility system debt. Charges for services were lower due to a decrease in utility rates from the prior year. Interest and investment income was significantly higher than the prior year due to favorable market conditions and unrealized gains on investments. Operating expenses decreased in fiscal year 2024 primarily due to savings in purchased fuel costs.



### Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

*Governmental funds.* The focus of the District's governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2024, the District's governmental funds reported combined fund balances of \$128,260,774. Approximately 36% of this total amount constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of fund balance is nonspendable, committed, restricted or assigned. Restricted amounts are not available for general spending as those amounts have been reserved to pay for capital projects from bond proceeds and debt service payments. Committed amounts are set-aside to pay for projects from drainage fees or property appraiser settlements as directed by the Board of Supervisors. Assigned amounts have also been designated by the Board of Supervisors for emergency reserves.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### **Financial Analysis of the Government's Funds (continued)**

The general fund is the chief operating fund of the District. At September 30, 2024, unassigned fund balance of the general fund was \$46,808,590, while total fund balance reached \$64,192,417. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 37% of the total general fund expenditures (including transfers), while total fund balance represents 50% of that same amount. Although the District budgeted a drawdown of \$5,859,874 in the general fund in FY2024, fund balance in the District's general fund increased \$20,046,623. Interest income and investment gains and charges for services from drainage and building fees resulted in revenues exceeding budget. Various roadway and drainage improvement projects were also rolled forward for anticipated completion in FY2025, which also contributed to the increase in fund balance.

The debt service fund has a total fund balance of \$3,780,807, an increase of \$850,789 from the prior year. The increase was due primarily to an increase in interest and investment income.

The capital projects fund has a total fund balance of \$60,287,550, a decrease of \$20,759,320 from the prior year. The decrease was due to expenditures related to transportation improvement projects, which were offset by the transfer from the Utility Fund for utility projects related to World Drive North Phase III improvements.

*Proprietary fund.* At September 30, 2024, the unrestricted net position of the Utility Fund amounted to \$92,873,056, an increase of \$18,741,281 from the prior year. The increase is due to decreases in purchased power and fuel expenses and the paydown of long-term debt. The restricted net position amounted to \$55,031,110, the bulk of which is restricted for debt service.

### **General Fund Budgetary Highlights**

The District amended its budget by adding \$4.2 million in operating expenses in fiscal year 2024. The expenditures related to roadway, drainage projects and facilities outside services. Funds were to be sourced from available fund balance.

### **Capital Asset and Debt Administration**

*Capital Assets.* The District's investment in capital assets for its governmental and business-type activities as of September 30, 2024 amounted to \$1,310,387,807, net of accumulated depreciation and amortization. This represents an increase of \$48,770,533. The primary driver for the increase was ongoing capital projects as described above.

Additional information on the District's capital assets can be found in Note 5 of the financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
MANAGEMENT'S DISCUSSION AND ANALYSIS

**Capital Asset and Debt Administration (continued)**

**District's Capital Assets**

(net of depreciation and amortization)

	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$ 2,992,490	\$ 2,992,490	\$ 6,896,164	\$ 6,896,164	\$ 9,888,654	\$ 9,888,654
Buildings	230,594,433	233,419,152	17,890,987	19,292,902	248,485,420	252,712,054
Improvements other than buildings	-	-	136,054,891	138,687,523	136,054,891	138,687,523
Machinery and equipment	7,185,451	7,279,289	117,786,572	117,306,684	124,972,023	124,585,973
Infrastructure	699,603,398	699,173,360	-	-	699,603,398	699,173,360
Right-to-use subscription and lease assets	1,269,222	603,179	698,957	914,021	1,968,179	1,517,200
Construction in progress	62,454,826	14,259,310	26,960,416	20,793,200	89,415,242	35,052,510
<b>Total</b>	<b>\$ 1,004,099,820</b>	<b>\$ 957,726,780</b>	<b>\$ 306,287,987</b>	<b>\$ 303,890,494</b>	<b>\$ 1,310,387,807</b>	<b>\$ 1,261,617,274</b>

*Long-term debt.* At September 30, 2024, the District had total long-term bonded debt outstanding of \$791,205,110. Of this amount, \$648,735,144 was comprised of debt backed by the full faith and credit of the District and \$142,469,966 was secured by the revenues generated by the District's utilities. During fiscal 2024, the District's total long-term debt decreased by \$63,684,883 (7%) with the paydown of both ad valorem and utility revenue debt.

The District has received ratings of "AA-" from Standard & Poor's, "AA-" from Fitch and "Aa3" from Moody's for the Ad Valorem Tax general obligation bonds and ratings of "A" from Standard & Poor's, "A" from Fitch and "A1" from Moody's for the Utility Revenue bonds. Additional information on the District's long-term debt can be found in Note 7 of the financial statements.

**District's Outstanding Long-term Debt**

General Obligation and Revenue Bonds

	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation bonds	\$ 648,735,144	\$ 689,204,959	\$ -	\$ -	\$ 648,735,144	\$ 689,204,959
Revenue bonds and notes from direct borrowings	-	-	142,469,966	165,685,034	142,469,966	165,685,034
<b>Total</b>	<b>\$ 648,735,144</b>	<b>\$ 689,204,959</b>	<b>\$ 142,469,966</b>	<b>\$ 165,685,034</b>	<b>\$ 791,205,110</b>	<b>\$ 854,889,993</b>

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### **Capital Asset and Debt Administration (continued)**

*Infrastructure Assets.* As demonstrated in the Required Supplementary Information on pages 76-82 of this report, there have been no significant changes in the assessed condition of the bridges, roads and water control structures that use the modified approach for infrastructure reporting. There is an ongoing program to repair the remaining water control structures considered in good condition. The current conditions of the remaining assets are within the established levels maintained by the District.

### **Economic Factors and Next Year's Budget and Rates**

Assessed property values underlying the District's fiscal year 2025 budget and millage rate determination reflect the impact of any Orange County Property Appraiser revaluations of property value assessments, if any.

- The unemployment rate of the Central Florida area is currently averaging 3.5%. This is slightly more than the state average of 3.4% and less than the national unemployment average of 4.1%.
- Fiscal year 2025 assessed values increased 7.1%. Millage rates increased overall by 0.1330.
- Inflationary trends in the region compare to national indices.

### **Subsequent Events**

In October 2024, the District issued \$99.3 million ad valorem tax bonds to provide additional financing for improvements to the World Drive North corridor, Buena Vista Drive and Western Way. The par amount issued represents remaining ad valorem tax bond issuance capacity previously approved by the Board of Supervisors by referendums held in 2013 through 2016. The bonds were issued in maturities from 2025 through 2044 at an interest rate of 5.0%.

### **Requests for Information**

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Central Florida Tourism Oversight District, CFO, P.O. Box 690519, Orlando, Florida 32869-0519.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF NET POSITION

September 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	\$ 31,677,269	\$ 15,953,107	\$ 47,630,376
Cash and cash equivalents - restricted	19,157,742	36,160,142	55,317,884
Investments	39,955,859	58,012,210	97,968,069
Investments - restricted	55,513,431	65,047,827	120,561,258
Accounts receivable, net	323,324	27,642,564	27,965,888
Due from other governments	1,089,401	-	1,089,401
Internal balances	(2,802,424)	2,802,424	-
Inventories	-	13,058,562	13,058,562
Prepays	-	480,000	480,000
Derivative fuel instruments	-	178,671	178,671
Other assets	2,850,669	23,000	2,873,669
Capital assets not being depreciated	765,050,714	33,856,580	798,907,294
Capital assets, net of accumulated depreciation	239,049,106	272,431,407	511,480,513
<b>Total assets</b>	1,151,865,091	525,646,494	1,677,511,585
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Loss on defeased debt due to refundings	17,257,133	-	17,257,133
Deferred outflow of resources related to pensions	23,715,339	-	23,715,339
Deferred outflow of resources related to OPEB	22,859,614	-	22,859,614
<b>Total deferred outflows of resources</b>	63,832,086	-	63,832,086
<b>LIABILITIES</b>			
Accounts payable and accrued liabilities	11,134,888	20,474,672	31,609,560
Accounts payable from restricted assets	8,189,096	1,186,846	9,375,942
Compensated absences	1,907,084	-	1,907,084
Self insurance liability	1,415,304	-	1,415,304

(Continued)

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

STATEMENT OF NET POSITION

September 30, 2024

	<b>Primary Government</b>		
	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>LIABILITIES</b>			
Subscription liability	206,652	206,088	412,740
Lease liability	128,961	-	128,961
Bonds and notes payable	36,725,000	22,615,000	59,340,000
Accrued interest payable	7,272,420	1,861,484	9,133,904
Noncurrent liabilities:			
Compensated absences	1,896,875	-	1,896,875
Self insurance liability	4,734,821	-	4,734,821
Subscription liability	341,247	458,832	800,079
Lease liability	484,223	-	484,223
Net pension liability	71,179,716	-	71,179,716
Net OPEB liability	59,185,676	-	59,185,676
Bonds and notes payable	612,010,144	119,854,966	731,865,110
<b>Total</b>	<b>816,812,107</b>	<b>166,657,888</b>	<b>983,469,995</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred fuel cost	-	4,604,026	4,604,026
Accumulated increase in fair value of derivative instruments	-	178,671	178,671
Gain on defeased debt due to refundings	-	1,195	1,195
Deferred inflow of resources related to pensions	9,323,506	-	9,323,506
Deferred inflow of resources related to OPEB	18,634,331	-	18,634,331
<b>Total deferred inflows of resources</b>	<b>27,957,837</b>	<b>4,783,892</b>	<b>32,741,729</b>
<b>NET POSITION</b>			
Net investment in capital assets	434,480,956	206,300,548	640,781,504
Restricted for:			
Debt service	3,780,807	49,528,752	53,309,559
Renewal and replacement	-	5,002,358	5,002,358
Emergency repairs	-	500,000	500,000
Unrestricted (deficit)	(67,334,530)	92,873,056	25,538,526
<b>Total net position</b>	<b>\$ 370,927,233</b>	<b>\$ 354,204,714</b>	<b>\$ 725,131,947</b>

The accompanying notes are an integral part of these financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF ACTIVITIES

For the Period Ended September 30, 2024

	<b>Total</b>	<b>Total Business-type Activities</b>	<b>Total Governmental Activities</b>
Expenses:			
Labor	\$ 102,570,541	\$ 33,758,984	\$ 68,811,557
Operating expenses	150,324,345	98,667,474	51,656,871
Depreciation and amortization	33,674,728	22,332,950	11,341,778
Nonoperating expenses	593,066	593,066	-
Interest on debt	23,590,061	3,211,392	20,378,669
<b>Total expenses</b>	<b>310,752,741</b>	<b>158,563,866</b>	<b>152,188,875</b>
Program revenues:			
Charges for services	193,146,104	186,241,542	6,904,562
Capital contributions	2,383,316	134,339	2,248,977
<b>Total program revenues</b>	<b>195,529,420</b>	<b>186,375,881</b>	<b>9,153,539</b>
<b>Net program expense (revenue)</b>	<b>115,223,321</b>	<b>(27,812,015)</b>	<b>143,035,336</b>
General revenues:			
Ad valorem taxes	189,469,297	-	189,469,297
Interest and investment income	20,744,231	9,170,170	11,574,061
Gain on disposal of capital assets	5,367	-	5,367
Transfer in (out)	-	(26,000,000)	26,000,000
<b>Total general revenues and transfers</b>	<b>210,218,895</b>	<b>(16,829,830)</b>	<b>227,048,725</b>
<b>Change in net position</b>	<b>94,995,574</b>	<b>10,982,185</b>	<b>84,013,389</b>
<b>Total net position - beginning</b>	<b>630,136,373</b>	<b>343,222,529</b>	<b>286,913,844</b>
<b>Total net position - ending</b>	<b>\$ 725,131,947</b>	<b>\$ 354,204,714</b>	<b>\$ 370,927,233</b>

The accompanying notes are an integral part of these financial statements.

**Governmental Activities Expenses by Function**

<b>General Government</b>	<b>Public Safety</b>	<b>Physical Environment</b>	<b>Transportation</b>	<b>Debt Service</b>
\$ 9,422,600	\$ 50,401,686	\$ 7,643,386	\$ 1,343,885	\$ -
14,108,907	6,228,506	4,653,839	26,665,619	-
1,141,236	2,207,186	183,584	7,809,772	-
-	-	-	-	-
-	-	-	-	20,378,669
<b>24,672,743</b>	<b>58,837,378</b>	<b>12,480,809</b>	<b>35,819,276</b>	<b>20,378,669</b>
335,668	6,295,419	273,475	-	-
-	-	2,248,977	-	-
<b>335,668</b>	<b>6,295,419</b>	<b>2,522,452</b>	<b>-</b>	<b>-</b>
<b>\$ 24,337,075</b>	<b>\$ 52,541,959</b>	<b>\$ 9,958,357</b>	<b>\$ 35,819,276</b>	<b>\$ 20,378,669</b>

The accompanying notes are an integral part of these financial statements.



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2024

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>				
Cash and cash equivalents	\$ 31,677,269	\$ 1,545,830	\$ 17,611,912	\$ 50,835,011
Investments	39,955,859	1,916,017	53,597,414	95,469,290
Accounts receivable, net	323,324	-	-	323,324
Due from other funds	106,022	-	-	106,022
Due from other governments	770,441	318,960	-	1,089,401
Other assets	2,678,809	-	-	2,678,809
Total assets	\$ 75,511,724	\$ 3,780,807	\$ 71,209,326	\$ 150,501,857
<b>LIABILITIES AND FUND BALANCES</b>				
Accounts payable and accrued liabilities	\$ 11,143,541	\$ -	\$ 8,189,096	\$ 19,332,637
Due to other funds	175,766	-	2,732,680	2,908,446
Total liabilities	11,319,307	-	10,921,776	22,241,083
Fund balances:				
Nonspendable:				
Other assets	2,678,809	-	-	2,678,809
Committed:				
Drainage system	6,705,018	-	-	6,705,018
Property appraiser disputes	6,000,000	-	-	6,000,000
Restricted:				
Capital projects	-	-	60,287,550	60,287,550
Debt service	-	3,780,807	-	3,780,807
Assigned:				
Emergency reserves	2,000,000	-	-	2,000,000
Unassigned	46,808,590	-	-	46,808,590
Total fund balances	64,192,417	3,780,807	60,287,550	\$ 128,260,774
Total liabilities and fund balances	\$ 75,511,724	\$ 3,780,807	\$ 71,209,326	

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO**  
**THE STATEMENT OF NET POSITION**

September 30, 2024

Fund Balances - Total Governmental Funds	\$ 128,260,774
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Accrued interest payable on bonds not currently due is not reported in the funds.	(7,263,766)
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,004,099,820
Some liabilities, deferred outflows of resources and deferred inflows of resources, including those related to bonds payable, pensions, OPEB and other liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	<u>(754,169,595)</u>
Net position of governmental activities	<u>\$ 370,927,233</u>

The accompanying notes are an integral part of these financial statements.

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

For the Period Ended September 30, 2024

	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Total</b>
<b>REVENUES</b>				
Ad valorem taxes	\$ 131,384,531	\$ 58,084,766	\$ -	\$ 189,469,297
Emergency services	128,038	-	-	128,038
Building permits and fees	6,167,382	-	-	6,167,382
Drainage fees	2,248,977	-	-	2,248,977
Interest and investment income	5,690,397	1,573,493	4,310,171	11,574,061
Other	639,144	-	-	639,144
Total revenues	146,258,469	59,658,259	4,310,171	210,226,899
<b>EXPENDITURES</b>				
<b>CURRENT:</b>				
General government	23,222,095	-	-	23,222,095
Public safety	56,616,548	-	-	56,616,548
Physical environment	12,323,842	-	-	12,323,842
Transportation	28,014,184	-	-	28,014,184
Capital outlay	6,669,959	-	51,069,491	57,739,450
<b>DEBT SERVICE:</b>				
Principal	256,381	35,710,000	-	35,966,381
Interest	30,576	22,803,199	-	22,833,775
Fees and other charges	-	294,271	-	294,271
Total expenditures	127,133,585	58,807,470	51,069,491	237,010,546
Excess (deficiency) of revenues over (under) expenditures	19,124,884	850,789	(46,759,320)	(26,783,647)
<b>OTHER FINANCING SOURCES</b>				
Lease proceeds	921,739	-	-	921,739
Transfer in	-	-	26,000,000	26,000,000
Total other financing sources	921,739	-	26,000,000	26,921,739
Net change in fund balances	20,046,623	850,789	(20,759,320)	138,092
<b>Fund Balances, beginning of year</b>	44,145,794	2,930,018	81,046,870	128,122,682
<b>Fund Balances, end of year</b>	\$ 64,192,417	\$ 3,780,807	\$ 60,287,550	\$ 128,260,774

The accompanying notes are an integral part of these financial statements.

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Period Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ 138,092
 Amounts reported for governmental activities in the Statement of Activities are different because:	
 Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. This is the amount by which capital outlays exceeded depreciation and amortization in the current period.	
	46,397,672
 The net effect of miscellaneous transactions involving capital assets resulted in a decrease in net position.	
	(24,631)
 Governmental funds report the payment of bond principal and interest when the current financial resources are available and payments are due and they report the payment of issuance costs, premiums, discounts, and similar items when debt is first issued. However, on the statement of activities, interest is accrued.	
	38,134,530
 Increases and decreases in other liabilities, deferred outflows of resources and deferred inflows of resources reported as expenses in the statement of activities not requiring the use of current financial resources in governmental funds.	
	<u>(632,274)</u>
 Change in net position of governmental activities	 <u>\$ 84,013,389</u>

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Period Ended September 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Ad valorem taxes	\$130,818,533	\$130,818,533	\$ 131,384,531	\$ 565,998
Emergency services	-	-	128,038	128,038
Building permits and fees	5,000,000	5,000,000	6,167,382	1,167,382
Drainage fees	-	-	2,248,977	2,248,977
Interest and investment income	360,000	360,000	5,690,397	5,330,397
Other	425,000	425,000	639,144	214,144
<b>Total revenues</b>	<u>136,603,533</u>	<u>136,603,533</u>	<u>146,258,469</u>	<u>9,654,936</u>
<b>EXPENDITURES</b>				
GENERAL GOVERNMENT				
Administrative:				
Labor	5,417,701	5,417,701	5,801,825	(384,124)
Operating	<u>10,912,850</u>	<u>10,912,850</u>	<u>9,986,734</u>	<u>926,116</u>
	<u>16,330,551</u>	<u>16,330,551</u>	<u>15,788,559</u>	<u>541,992</u>
Information Systems & Technology:				
Labor	2,224,293	2,224,293	2,224,040	253
Operating	4,193,625	4,193,625	2,804,779	1,388,846
Capital outlay	<u>1,465,800</u>	<u>1,465,800</u>	<u>1,026,710</u>	<u>439,090</u>
	<u>7,883,718</u>	<u>7,883,718</u>	<u>6,055,529</u>	<u>1,828,189</u>
Facilities Operations & Maintenance:				
Labor	1,418,161	1,418,161	1,429,550	(11,389)
Operating	1,370,000	1,370,000	975,167	394,833
Capital outlay	<u>47,000</u>	<u>47,000</u>	<u>747,215</u>	<u>(700,215)</u>
	<u>2,835,161</u>	<u>2,835,161</u>	<u>3,151,932</u>	<u>(316,771)</u>
<b>TOTAL GENERAL GOVERNMENT</b>	<u>27,049,430</u>	<u>27,049,430</u>	<u>24,996,020</u>	<u>2,053,410</u>

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

For the Period Ended September 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
PUBLIC SAFETY				
Building & Safety:				
Labor	5,533,629	5,533,629	4,953,665	579,964
Operating	<u>640,550</u>	<u>640,550</u>	<u>581,955</u>	<u>58,595</u>
	<u>6,174,179</u>	<u>6,174,179</u>	<u>5,535,620</u>	<u>638,559</u>
Emergency Services:				
Labor	40,065,469	40,065,469	44,852,214	(4,786,745)
Operating	4,705,453	4,705,453	3,962,870	742,583
Capital outlay	<u>857,400</u>	<u>857,400</u>	<u>774,825</u>	<u>82,575</u>
	<u>45,628,322</u>	<u>45,628,322</u>	<u>49,589,909</u>	<u>(3,961,587)</u>
Facilities Operations & Maintenance:				
Labor	426,447	426,447	582,163	(155,716)
Operating	2,126,600	2,126,600	1,683,681	442,919
Capital outlay	<u>651,010</u>	<u>651,010</u>	<u>570,852</u>	<u>80,158</u>
	<u>3,204,057</u>	<u>3,204,057</u>	<u>2,836,696</u>	<u>367,361</u>
TOTAL PUBLIC SAFETY	<u>55,006,558</u>	<u>55,006,558</u>	<u>57,962,225</u>	<u>(2,955,667)</u>
PHYSICAL ENVIRONMENT				
Environmental Sciences:				
Labor	4,406,140	4,406,140	4,404,523	1,617
Operating	1,602,425	1,612,425	1,119,626	492,799
Capital outlay	<u>82,000</u>	<u>72,000</u>	<u>34,928</u>	<u>37,072</u>
	<u>6,090,565</u>	<u>6,090,565</u>	<u>5,559,077</u>	<u>531,488</u>
Planning & Engineering:				
Labor	3,305,941	3,305,941	3,265,481	40,460
Operating	<u>3,028,190</u>	<u>3,028,190</u>	<u>994,572</u>	<u>2,033,618</u>
	<u>6,334,131</u>	<u>6,334,131</u>	<u>4,260,053</u>	<u>2,074,078</u>
Water Control:				
Operating	5,475,000	6,009,508	2,329,688	3,679,820

The accompanying notes are an integral part of these financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

### GENERAL FUND

For the Period Ended September 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Facilities Operations & Maintenance:				
Operating	371,000	371,000	209,952	161,048
Capital outlay	<u>3,020,000</u>	<u>3,545,000</u>	<u>3,437,339</u>	<u>107,661</u>
	<u>3,391,000</u>	<u>3,916,000</u>	<u>3,647,291</u>	<u>268,709</u>
TOTAL PHYSICAL ENVIRONMENT	<u>21,290,696</u>	<u>22,350,204</u>	<u>15,796,109</u>	<u>6,554,095</u>
TRANSPORTATION				
Roadway Maintenance:				
Labor	460,841	460,841	230,819	230,022
Operating	23,286,490	26,669,679	18,267,461	8,402,218
Capital outlay	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
	<u>23,797,331</u>	<u>27,180,520</u>	<u>18,498,280</u>	<u>8,682,240</u>
Parking Facilities:				
Labor	888,495	888,495	1,117,746	(229,251)
Operating	10,238,200	9,910,200	8,398,158	1,512,042
Capital outlay	<u>-</u>	<u>78,000</u>	<u>78,090</u>	<u>(90)</u>
	<u>11,126,695</u>	<u>10,876,695</u>	<u>9,593,994</u>	<u>1,282,701</u>
TOTAL TRANSPORTATION	<u>34,924,026</u>	<u>38,057,215</u>	<u>28,092,274</u>	<u>9,964,941</u>
DEBT SERVICE				
Principal	-	-	256,381	(256,381)
Interest	<u>-</u>	<u>-</u>	<u>30,576</u>	<u>(30,576)</u>
TOTAL DEBT SERVICE	<u>-</u>	<u>-</u>	<u>286,957</u>	<u>(286,957)</u>
<b>Total expenditures</b>	<u>138,270,710</u>	<u>142,463,407</u>	<u>127,133,585</u>	<u>15,329,822</u>
Excess (deficiency) of revenues over (under) expenditures	(1,667,177)	(5,859,874)	19,124,884	24,984,758
<b>OTHER FINANCING SOURCES</b>				
Lease proceeds	-	-	921,739	921,739
Net change in fund balance	<u>\$ (1,667,177)</u>	<u>\$ (5,859,874)</u>	20,046,623	<u>\$ 25,906,497</u>
<b>Fund Balance, beginning of year</b>			44,145,794	
<b>Fund Balance, end of year</b>			<u>\$ 64,192,417</u>	

The accompanying notes are an integral part of these financial statements.

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF NET POSITION UTILITY FUND

September 30, 2024

### **ASSETS**

#### Current assets:

Cash and cash equivalents	\$	15,953,107
Investments		12,867,874
Accounts receivable, net		27,642,564
Due from other funds		2,908,446
Inventories		13,058,562
Prepays		480,000
Derivative fuel instruments		178,671

#### Restricted assets:

Cash and cash equivalents		36,160,142
Investments		25,716,311
<b>Total current assets</b>		<u>134,965,677</u>

#### Noncurrent assets:

Investments		45,144,336
Restricted investments		39,331,516

#### Capital assets:

Land		6,896,164
Construction in progress		26,960,416
Buildings		67,345,692
Improvements other than buildings		319,743,529
Machinery and equipment		481,249,733
Right-to-use subscription assets		1,075,319
Less accumulated depreciation		<u>(596,982,866)</u>

<b>Total capital assets</b>		306,287,987
Other assets		23,000
<b>Total noncurrent assets</b>		<u>390,786,839</u>

#### **Total assets**

525,752,516

The accompanying notes are an integral part of these financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF NET POSITION UTILITY FUND

September 30, 2024

### **LIABILITIES**

#### Current liabilities:

Accounts payable and accrued liabilities	20,474,672
Subscription liabilities	206,088
Due to other funds	106,022
Total current liabilities	<u>20,786,782</u>

#### Current liabilities payable from restricted assets:

Bonds and notes payable	22,615,000
Accrued interest payable	1,861,484
Contracts and retainage payable	1,186,846
Total current liabilities payable from restricted assets	<u>25,663,330</u>

#### Long-term liabilities:

Bonds and notes payable	119,854,966
Subscription liabilities	458,832
Total long-term liabilities	<u>120,313,798</u>

#### **Total liabilities**

166,763,910

### **DEFERRED INFLOWS OF RESOURCES**

Deferred fuel cost	4,604,026
Accumulated increase in the fair value of derivative instruments	178,671
Gain on defeased debt due to refundings	1,195

#### **Total deferred inflows of resources**

4,783,892

### **NET POSITION**

Net investment in capital assets	206,300,548
Restricted for debt service	49,528,752
Restricted for renewal and replacement	5,002,358
Restricted for emergency repairs	500,000
Unrestricted	92,873,056
<b>Total net position</b>	<u>\$ 354,204,714</u>

The accompanying notes are an integral part of these financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION UTILITY FUND

For the Period Ended September 30, 2024

### **OPERATING REVENUES**

Utility sales	\$ 186,241,542
Total operating revenues	<u>186,241,542</u>

### **OPERATING EXPENSES**

Purchased power and fuel	65,049,304
Labor support	33,758,984
Operating costs	16,746,690
Taxes	3,019,252
Repairs and maintenance	12,504,301
Insurance	1,347,927
Depreciation and amortization	<u>22,332,950</u>
Total operating expenses	<u>154,759,408</u>
Operating income	<u>31,482,134</u>

### **NONOPERATING REVENUES (EXPENSES)**

Interest and investment income	9,170,170
Interest expense	(3,211,392)
Loss on retirement of plant assets	<u>(593,066)</u>
Total nonoperating revenues, net	<u>5,365,712</u>

Income before contributions 36,847,846

Capital contributions	134,339
Transfer out	<u>(26,000,000)</u>
Increase in net position	10,982,185

Total net position - beginning	<u>343,222,529</u>
Total net position - ending	<u>\$ 354,204,714</u>

The accompanying notes are an integral part of these financial statements.

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF CASH FLOWS UTILITY FUND

For the Year Ended September 30, 2024

### **CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 184,184,819
Payments to suppliers	(93,582,472)
Payments for labor contract and management service agreement	<u>(29,272,904)</u>
Net cash provided (used) by operating activities	<u>61,329,443</u>

### **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES**

Transfer to capital projects fund	<u>(26,000,000)</u>
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### **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

Purchases of capital assets	(27,844,064)
Proceeds from sale of capital assets	(593,066)
Principal paid on bonds	(22,678,000)
Interest paid on bonds	(4,045,078)
Capital contributions	<u>134,339</u>
Net cash provided (used) by capital and related financing activities	<u>(55,025,869)</u>

### **CASH FLOWS FROM INVESTING ACTIVITIES**

Purchase of investments	(213,894,842)
Proceeds from sales and maturities of investments	193,573,671
Interest and investment loss	<u>9,170,170</u>
Net cash provided (used) by investing activities	<u>(11,151,001)</u>
Net decrease in cash and cash equivalents	(30,847,427)
Balances - beginning of the year	<u>82,960,676</u>
Balances - end of the year	<u>\$ 52,113,249</u>

Unrestricted	\$ 15,953,107
Restricted	<u>36,160,142</u>
	<u>\$ 52,113,249</u>

The accompanying notes are an integral part of these financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## STATEMENT OF CASH FLOWS UTILITY FUND

For the Year Ended September 30, 2024

### **Reconciliation of operating income to net cash provided by operating activities**

Operating income	\$ 31,482,134
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization expense	22,332,950
Change in assets, liabilities and deferred inflows and outflows of resources:	
Accounts receivable	(2,056,723)
Inventories	(771,430)
Accounts payable, accrued liabilities and subscription liabilities	2,996,685
Due to other funds	62,603
Deferred fuel	<u>7,283,224</u>
Net cash provided by operating activities	<u>\$ 61,329,443</u>

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUND**

September 30, 2024

	<b><u>Other Post- Employment Benefits Trust</u></b>
<b>ASSETS</b>	
Trust cash	\$ 783,748
Trust investments	<u>17,993,956</u>
<b>Total Assets</b>	<b><u>18,777,704</u></b>
<b>FIDUCIARY NET POSITION</b>	
Restricted for other postemployment benefits	<b><u>\$ 18,777,704</u></b>

The accompanying notes are an integral part of these financial statements.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUND**

For the Period Ended September 30, 2024

	<u><b>Other Post- Employment Benefit Trust</b></u>
<b>ADDITIONS:</b>	
Employer contributions	\$ 3,434,688
Net investment gain	
Investment gain	1,250,489
Investment expense	<u>(17,939)</u>
Total net investment gain	<u>1,232,550</u>
<b>Total Additions</b>	4,667,238
<b>DEDUCTIONS:</b>	
Benefits paid on behalf of participants	<u>2,416,750</u>
Net increase in fiduciary net position	2,250,488
Fiduciary net position - October 1, 2023	<u>16,527,216</u>
Fiduciary net position - September 30, 2024	<u><u>\$ 18,777,704</u></u>

The accompanying notes are an integral part of these financial statements.



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### A. Reporting Entity

The Central Florida Tourism Oversight District (the "District") was established by Chapter 2023-5, Laws of Florida ("new act") effective February 27, 2023. The new act reenacted, amended and repealed Chapter 67-764 Laws of Florida, which created Reedy Creek Improvement District ("RCID"), a State of Florida ("State") public corporation, on May 12, 1967. The new act ratified and confirmed the continued existence of RCID under the District's new name and provided legislative intent concerning the District's authority to generate revenue and pay outstanding indebtedness, without interruption, pursuant to transitional provisions of the Florida Constitution for pre-1968 special districts. The new act retains the District's necessary authority related to taxation and the issuance of bonds.

The new act authorizes the District to continue to do business as RCID for up to two years following the effective date of the new act to provide time to make necessary changes to legal and financial documents, physical assets and other locations where the RCID name is used. The new act incorporates a number of changes to the District's charter, the most significant of which included the following:

- Replaced the landowner-elected Board with a five-member Board newly appointed by the Governor and confirmed by the Senate for four-year terms, for up to three consecutive terms, except that for the initial appointments made during 2023, two members were appointed to serve terms of two years.
- Removed the District's ability to amend its own boundaries without a special act.
- Removed the District's ability to own and operate airport facilities, certain types of recreational facilities (such as stadiums, civic center and convention halls) and "novel and experimental" facilities (such as a nuclear fission power plant).

The District includes approximately 25,000 acres of land in Orange and Osceola Counties. Walt Disney World Co. or other wholly-owned subsidiaries of the Walt Disney Company own substantially all the land within the District. As outlined in Chapter 67-764, the District was organized to provide for the reclamation, drainage, and irrigation of land, to establish water, flood, and erosion control, to provide water and sewer systems and waste collection and disposal facilities, to provide for mosquito and other pest controls, to provide for public utilities, to create and maintain conservation areas, to provide streets, roads, bridges and street lighting facilities, and to adopt zoning and building codes and regulations.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### A. Reporting Entity - Continued

The accompanying financial statements present the financial position and changes in financial position of the applicable fund types governed by the Board of Supervisors of the District in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Determination of the financial reporting entity of the District is founded upon the objective of accountability. Therefore, the financial statements include only the District (the primary government). There are no legally separate component units for which operational or financial responsibility rest with officials of the District or for which the nature and significance of their relationship to the District are such that exclusion would cause the financial statements to be misleading.

#### B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government. Fiduciary activities are reported only in the fund financial statements. As required by generally accepted governmental accounting principles, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses, of a given function or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) contributions restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds, the proprietary fund and the fiduciary fund. All governmental funds and the proprietary fund are considered to be major funds and are reported as separate columns in the fund financial statements. The other postemployment benefits trust fund is reported as a separate financial statement and is not included in the government-wide financial statements.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are generally not measurable and available until the District receives cash.

The District reports the following major governmental funds:

General Fund - The District's primary operating fund accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund - Accounts for resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Capital Projects Fund - Accounts for the financial resources to be used for the acquisition or construction of major general government capital projects.

The District reports the following major proprietary fund:

Utility Fund - Accounts for activities of the following District systems: wastewater collection and treatment; potable water production, treatment, storage, pumping and distribution; reclaimed water distribution; electric generation and distribution; chilled water; hot water; natural gas distribution; and solid waste and recyclables collection and transfer.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

Additionally, the District reports the following fiduciary fund type:

Other Postemployment Benefits Trust Fund - Accounts for the receipt and disbursement of assets held in trust for eligible participants of other postemployment benefits of the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided and 2) capital contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes. Bad debt expense, if any, reduces revenues.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's proprietary fund are charges to customers for sales and services. The District also recognizes as operating revenue connection fees which are to recover the expense of connecting new customers to the system. Operating expenses for the proprietary fund includes the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

#### D. Property Taxes

Property taxes are billed and collected within the same fiscal period, and are reflected on the modified accrual basis. Ad valorem taxes on property values have a lien and assessment date of January 1, with millage established during the preceding September. The fiscal year for which taxes are levied begins October 1. Taxes, which are billed in November, carry a maximum discount available through November 30, and become delinquent April 1. State Statutes permit the District to levy property taxes at a rate up to 30 mills. The millage rates assessed by the District for the fiscal year ended September 30, 2024 were 8.9900 for General Operating and 3.9600 for Debt Service.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### E. Cash, Cash Equivalents and Investments

Cash balances from the majority of funds are pooled for investment purposes. Earnings from such investments are allocated to the respective funds based on applicable balances maintained in the pool by each fund. Holdings in the pool, for purposes of these statements, are allocated to the participating funds based on their equity.

Cash and cash equivalents consist of non-interest bearing demand deposits and money market funds and investments with an original maturity of three months or less when purchased. Cash and cash equivalents are carried at cost, which approximates fair value.

Investments are stated at fair value based upon quoted market prices or matrix pricing for certain fixed income securities. Investments are further explained in Notes 3, 10 and 13, Deposits and Investments, Other Postemployment Benefits and Fair Value Measurements, respectively.

#### F. Inventories

Utility Fund inventories consist of materials, supplies and fuel. All items are held for use only and are valued at cost.

#### G. Restricted Assets

Certain assets in the debt service fund, capital projects fund and utility fund are restricted as to use by specific provisions of bond resolutions. These assets are classified as restricted assets on the statement of net position.

#### H. Capital Assets

Infrastructure improvements such as roads, bridges, canals, curbs, gutters, sidewalks, drainage systems and lighting systems are recorded as capital expenditures in the various governmental funds at the time of purchase. These assets are presented as capital assets in the government-wide statement of net position for governmental activities. Infrastructure assets are not depreciated and are accounted for using the modified approach, as further explained in the Required Supplementary Information. Condition assessments are periodically performed and preservation and maintenance costs are reflected as expenses in the government-wide statement of activities under transportation expenses.

Land, buildings, plant, machinery and equipment are carried on the statement of net position for governmental activities and business-type activities at cost, except for contributed assets, which are recorded at acquisition value at the date of contribution. The District's capitalization threshold is \$5,000. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### H. Capital Assets - Continued

Subscription-based information technology arrangements ("SBITAs") are measured as an amount equal to the initial measurement of the related SBITA liability, plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. Similarly, lease assets are measured as an amount equal to the initial measurement of the related lease liability. SBITA and lease assets are amortized on a straight-line basis over the life of the related contract. Assets are depreciated or amortized as follows:

Buildings and land improvements	30-50 years
Improvements, including utility distribution and collection systems	30-50 years
Machinery and equipment	3-30 years
Right-to-use subscription and lease assets	2-5 years

Repairs and maintenance are expensed when incurred. Additions, major renewals and replacements, which increase the useful lives of the assets, are capitalized.

#### I. Deferred Amount on Refunding

For current and advance refundings resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is deferred and amortized using the effective interest method over the remaining life of the old debt or the life of the new debt, whichever is shorter. Deferred amounts are presented as a deferred outflow of resources or deferred inflow of resources in the Statement of Net Position.

#### J. Compensated Absences

In the government-wide financial statements, compensated absences are recorded as a liability when the benefits are earned. The current portion is the amount accrued during the year that would normally be liquidated with available, expendable resources in the next fiscal year. In the fund statements, expenditures are recognized when payments are due to the employee.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### K. Fund Balances

In the Governmental Fund financial statements, fund balances are classified as follows:

Nonspendable -The portion of fund balance that includes amounts that cannot be spent because they are either not in a spendable form or legally or contractually required to be maintained intact.

Restricted - Amounts that can only be used for specific purposes due to constraints that have been placed on them by external parties, constitutional provisions or enabling legislation.

Committed - Amounts that are constrained for specific purposes that are internally imposed through formal action of the Board of Supervisors and does not lapse at year-end.

Assigned - Amounts constrained by the Board of Supervisors to be used for a specific purpose.

Unassigned - All amounts not included in other spendable classifications.

The District spends restricted amounts first when both restricted and unrestricted fund balance is available unless legally prohibited from doing so. When expenditures are incurred for payment from the unrestricted fund balances, assigned is used first, followed by unassigned fund balance.

The District's fund balance policy requires unassigned fund balance be budgeted at a level at least equal to two months of general fund budgeted operating expenditures. The policy also requires the District assign a minimum \$2,000,000 reserve for emergencies, and commit balances as needed for pay-go capital projects, drainage system repairs and maintenance, and allowances for potential ad valorem tax disputes.

#### L. Budgets and Budgetary Accounting

The following procedures are used to establish the budgetary data reflected in the financial statements:

- (1) The District Administrator submits to the Board of Supervisors a proposed operating budget for the fiscal year commencing on October 1.
- (2) Public hearings are conducted to obtain taxpayer comments.
- (3) Prior to October 1, the budget is legally enacted through passage of an ordinance.
- (4) Budgets are legally adopted for the General Fund, Debt Service Fund and the Utility Fund.
- (5) Budgets are adopted on a basis consistent with U.S. GAAP.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### L. Budgets and Budgetary Accounting - Continued

- (6) The District's charter does not require formal authorization for actual expenditures to exceed budgeted expenditures; however, the Board of Supervisors monitors the budget periodically during the year. The budgetary control is legally maintained at the fund level. The Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual is presented in the same format as the District's operating budget.
- (7) All appropriations and encumbrances, except those specifically approved by the Board of Supervisors, lapse at the close of the fiscal year to the extent not expended.

#### M. Forward Contracts

The District enters into forward contracts as part of its normal purchases of power and fuel and accounts for such contracts as settled, as a component of the cost of its operations.

#### N. Derivative Instruments

Fuel-related derivative transactions are executed in accordance with the District's established Energy Risk Management Policy ("Policy") which is controlling the level of price risk exposure involved in the normal course of the District's natural gas purchasing activities. The Policy establishes the Energy Risk Management Oversight Committee to enter into financial hedging agreements and contracts with third parties pursuant to enabling agreements approved by the Board of Supervisors. The Policy establishes the organizational structure of the committee and various volume and pricing limits. The fair value of these derivative fuel instruments is included in the Statement of Net Position, with the accumulated changes in fair value reported as deferred outflows or deferred inflows of resources as they have been determined to qualify for hedge accounting. Related gains or losses are deferred and recognized in the specific period in which the derivative is settled and included as part of fuel costs.

#### O. Pensions

The Florida Retirement System ("FRS") is responsible for providing participating employers with total pension liabilities, pension assets, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, as well as the District's proportionate share of the net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the FRS and additions to/deductions from the FRS's fiduciary net position have been determined on the same basis as they are reported by the FRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### P. Postemployment Benefits Other Than Pensions ("OPEB")

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB Plan and additions to/deductions from the OPEB Plan fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments that have a maturity at the time of purchase of one year or less, which are reported at cost.

#### Q. Rates and Regulations

The District follows the accounting practices set forth in Governmental Accounting Standards Board ("GASB") No. 62, paragraphs 476-500, Regulated Operations, for its utility operations. This standard allows utilities to capitalize or defer certain costs or revenues based on management's ongoing assessment that it is probable these items will be recovered through the rate-making process. Regulatory assets consist of deferred fuel cost and are presented as deferred inflows of resources on the statement of net position.

#### R. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and differences could be material.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**A. Explanation of certain differences between the balance sheet – governmental funds and the government-wide statement of net position**

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position - governmental activities as reported in the government-wide statement of net position. Further details of certain elements of that reconciliation are as follows:

- (1) Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. This amount represents the total capital assets of governmental activities of \$1,123,054,815, net of accumulated depreciation and amortization of \$118,954,995, or \$1,004,099,820.
  
- (2) Some liabilities, including bonds payable, other long-term liabilities, and deferred outflows of resources and deferred inflows of resources, are not due and payable in the current period and, therefore, are not reported in the funds. The details of this difference are shown below:

Compensated absences payable	\$ 3,803,959
Self insurance liability	5,978,266
Subscription and lease liabilities	1,161,083
Bonds payable	648,735,144
Deferred outflows - losses on defeased debt	(17,257,133)
Net pension liability	71,179,716
Deferred outflows - pensions	(23,715,339)
Deferred inflows - pensions	9,323,506
Net OPEB liability	59,185,676
Deferred outflows - OPEB	(22,859,614)
Deferred inflows - OPEB	<u>18,634,331</u>
Net adjustment to reduce total fund balances - total governmental funds to arrive at net position of governmental activities	<u>\$ 754,169,595</u>

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED**

**B. Explanation of certain differences between the statement of revenues, expenditures and changes in fund balances – governmental funds and the government-wide statement of activities**

The statement of revenues, expenditures and changes in fund balances - governmental funds includes a reconciliation of the "net changes in fund balances - total governmental funds" and "change in net position of governmental activities" as reported in the government-wide statement of activities. Further details of certain elements of that reconciliation are as follows:

- (1) Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. The amount by which capital outlays exceeded depreciation and amortization in the current period is as follows:

Capital outlay expenditures:	
General fund	
General government	\$ 1,773,925
Public safety	1,345,677
Physical environment	3,472,267
Transportation	78,090
Capital projects	51,069,491
Depreciation and amortization expense	<u>(11,341,778)</u>
Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 46,397,672</u>

- (2) Governmental funds report the payment of bond principal and interest when the current financial resources are available and payments are due, and they report the payment of issuance costs, premiums, discounts, and similar items when debt is first issued. However, on the statement of activities interest is accrued and certain bond related costs are deferred and amortized. The details of the difference are as follows:

Net changes of deferred loss, bond costs, discount and premium	\$ 2,088,404
Principal payments on bonds outstanding	35,710,000
Accrued interest payable	<u>336,126</u>
Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 38,134,530</u>

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED**

**B. Explanation of certain differences between the statement of revenues, expenditures and changes in fund balances – governmental funds and the government-wide statement of activities - Continued**

(3) Increases in other liabilities reported as expenses in the statement of activities not requiring the use of current financial resources in governmental funds. The details of the difference are as follows:

Compensated absences	\$	(512,490)
Self insurance		(205,898)
Subscription and lease liabilities		(665,358)
Net OPEB liability		827,363
Pensions		<u>(75,891)</u>
Net adjustment to decrease net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities	\$	<u><u>(632,274)</u></u>

**3. DEPOSITS AND INVESTMENTS**

The District is authorized to invest in securities as described in its investment policy and in its bond resolutions. As of September 30, 2024, the District held the following deposits and investments as categorized below:

	Fair Value	Investment maturities (in years)	
		Less than 1	1 - 5
Demand deposits	\$ 22,005,869	\$ 22,005,869	\$ -
U.S. Treasury securities	176,247,396	96,315,687	79,931,709
U.S. Government agency securities	38,455,308	29,703,466	8,751,842
Supranationals	3,826,624	1,610,025	2,216,599
Money market mutual funds	80,942,390	80,942,390	-
Totals	<u>\$ 321,477,587</u>	<u>\$ 230,577,437</u>	<u>\$ 90,900,150</u>

*Interest Rate Risk* - As a means of limiting its exposure to fair value losses arising from rising interest rates, the District's investment policy for operating funds is structured to provide sufficient liquidity to pay obligations as they come due and (1) limits investments to not more than 7-year maturities (with the exception of bond proceeds, described below); and (2) requires the portfolio have no more than 15% in securities maturing in or having an average life of more than 5 years. Bond proceeds and reserve funds are managed in accordance with bond covenants and funding needs which could result in maturities longer than 7 years.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**3. DEPOSITS AND INVESTMENTS - CONTINUED**

*Credit Risk* - The District's investment policy limits credit risk by restricting authorized investments to the following: direct obligations of, or obligations guaranteed by, the U.S. Government; bonds and notes issued by various federal agencies; state and local government securities; Canadian public obligations; public improvement bonds; public utility obligations; public housing obligations; State Board of Education obligations; international development banks; certain government security money market mutual funds; repurchase agreements and reverse repurchase agreements. Securities that derive their value from underlying securities ("derivatives") are specifically prohibited except when separately approved by the District's Board of Supervisors.

*Custodial Credit Risk* - All demand deposits are entirely insured by federal depository insurance or by the multiple financial institution collateral pool pursuant to the Public Depository Security Act of the State of Florida.

The District's investment policy requires that all investments be held by a third party custodian and held in the District's name. As of September 30, 2024, all District investments are held in a bank's trust department in the District's name.

*Concentration of Credit Risk* - At September 30, 2024, there was one issuer with which the District held investments exceeding 5% of the total investment portfolio. The issuer was Federal Home Loan Bank (6.10%).

Restricted Cash and Cash Equivalents and Investments - The table below summarizes the District's balances of cash and cash equivalents and investments restricted as to use. Restricted amounts are primarily unspent bond proceeds and reserves for debt service:

Statement of Net Position Classifications:	
Restricted cash and cash equivalents	\$ 55,317,884
Restricted investments	<u>120,561,258</u>
	<u>\$ 175,879,142</u>

**4. VALUATION ALLOWANCES**

The District recognizes allowances for losses on accounts receivable based on an aging of receivables and includes accounts over 120 days. The Utility Fund recognized an allowance at September 30, 2024 in the amount of \$11,242. The expense associated with this allowance is recognized as an offset to utility revenues.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**

Year Ended September 30, 2024

**5. CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2024 was as follows:

	Beginning Balance October 1, 2023	Increases	Decreases	Ending Balance September 30, 2024
<b>Governmental Activities:</b>				
Capital assets not being depreciated				
Land	\$ 2,992,490	\$ -	\$ -	\$ 2,992,490
Construction in progress	14,259,310	54,409,407	(6,213,891)	62,454,826
Infrastructure	699,173,360	430,038	-	699,603,398
<b>Total capital assets not being depreciated</b>	<b>716,425,160</b>	<b>54,839,445</b>	<b>(6,213,891)</b>	<b>765,050,714</b>
Capital assets being depreciated/amortized				
Buildings	303,887,175	5,783,853	-	309,671,028
Machinery and equipment	44,885,985	2,408,304	(565,334)	46,728,955
Right-to-use subscription assets	754,053	249,354	(71,673)	931,734
Right-to-use lease assets	-	672,384	-	672,384
<b>Total capital assets being depreciated/amortized</b>	<b>349,527,213</b>	<b>9,113,895</b>	<b>(637,007)</b>	<b>358,004,101</b>
Less accumulated depreciation/amortization for:				
Buildings	70,468,023	8,608,572	-	79,076,595
Machinery and equipment	37,606,696	2,477,511	(540,703)	39,543,504
Right-to-use subscription assets	150,874	194,082	(71,673)	273,283
Right-to-use lease assets	-	61,613	-	61,613
<b>Total accumulated depreciation/amortization</b>	<b>108,225,593</b>	<b>11,341,778</b>	<b>(612,376)</b>	<b>118,954,995</b>
<b>Total capital assets being depreciated/amortized, net</b>	<b>241,301,620</b>	<b>(2,227,883)</b>	<b>(24,631)</b>	<b>239,049,106</b>
<b>Governmental activities capital assets, net</b>	<b>\$ 957,726,780</b>	<b>\$ 52,611,562</b>	<b>\$ (6,238,522)</b>	<b>\$ 1,004,099,820</b>

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**

Year Ended September 30, 2024

**5. CAPITAL ASSETS - CONTINUED**

	Beginning Balance October 1, 2023	Increases	Decreases	Ending Balance September 30, 2024
<b>Business-type Activities:</b>				
Capital assets not being depreciated				
Land	\$ 6,896,164	\$ -	\$ -	\$ 6,896,164
Construction in progress	20,793,200	22,480,492	(16,313,276)	26,960,416
Total capital assets not being depreciated	<u>27,689,364</u>	<u>22,480,492</u>	<u>(16,313,276)</u>	<u>33,856,580</u>
Capital assets being depreciated/amortized				
Buildings	67,345,692	-	-	67,345,692
Improvements other than buildings	315,583,029	4,160,500	-	319,743,529
Machinery and equipment	466,847,006	14,402,727	-	481,249,733
Right-to-use subscription assets	1,075,319	-	-	1,075,319
Total capital assets being depreciated/amortized	<u>850,851,046</u>	<u>18,563,227</u>	<u>-</u>	<u>869,414,273</u>
Less accumulated depreciation/amortization for:				
Buildings	48,052,790	1,401,915	-	49,454,705
Improvements other than buildings	176,895,506	6,793,132	-	183,688,638
Machinery and equipment	349,540,322	13,922,839	-	363,463,161
Accumulated amortization	161,298	215,064	-	376,362
Total accumulated depreciation/amortization	<u>574,649,916</u>	<u>22,332,950</u>	<u>-</u>	<u>596,982,866</u>
Total capital assets being depreciated/amortized, net	<u>276,201,130</u>	<u>(3,769,723)</u>	<u>-</u>	<u>272,431,407</u>
Business-type activities capital assets, net	<u>\$ 303,890,494</u>	<u>\$ 18,710,769</u>	<u>\$ (16,313,276)</u>	<u>\$ 306,287,987</u>

The District regularly reviews the feasibility of ongoing capital projects. During the year, the District wrote off \$593,741 in Utility Fund projects.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS - CONTINUED**

Year Ended September 30, 2024

**6. INTERFUND RECEIVABLE AND PAYABLE BALANCES AND TRANSFERS**

Interfund balances between funds results mainly from the time lag between the dates that the goods and services were provided or the expenditure occurs, the recording of the transaction and the date the payment between the funds are made. Interfund receivable and payable balances as of September 30, 2024 are as follows:

	Interfund Receivables (Due from)	Interfund Payables (Due to)
General Fund	\$ 106,022	\$ 175,766
Capital Projects Fund	-	2,732,680
Utility Fund	2,908,446	106,022
	<u>\$ 3,014,468</u>	<u>\$ 3,014,468</u>

Interfund transfers during the year ended September 30, 2024 were as follows:

	Interfund Transfers In	Interfund Transfers Out
Capital Projects	\$ 26,000,000	\$ -
Utility Fund	-	26,000,000
	<u>\$ 26,000,000</u>	<u>\$ 26,000,000</u>

The transfer from the Utility Fund to the Capital Projects Fund was for utility related projects as part of the World Drive North Phase III Project.

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 7. LONG-TERM DEBT

#### A. Changes in long-term liabilities

	Beginning Balance October 1, 2023	Additions	Reductions	Ending Balance September 30, 2024	Due within one year
<b>Governmental activities:</b>					
General Obligation Bonds:					
2015A Ad Valorem Refunding	\$ 8,910,000	\$ -	\$ (1,685,000)	\$ 7,225,000	\$ 7,225,000
2016A Ad Valorem	153,260,000	-	(2,990,000)	150,270,000	2,755,000
2017A Ad Valorem	166,015,000	-	(7,705,000)	158,310,000	8,090,000
2020A Ad Valorem Refunding	323,985,000	-	(23,330,000)	300,655,000	18,655,000
Deferred amounts:					
Discount/Premium	37,034,959	-	(4,759,815)	32,275,144	-
<b>Total long-term general obligations</b>	<b>689,204,959</b>	<b>-</b>	<b>(40,469,815)</b>	<b>648,735,144</b>	<b>36,725,000</b>
Compensated absences	3,291,469	2,946,652	(2,434,162)	3,803,959	1,907,084
Self insurance liability	5,945,920	204,205	-	6,150,125	1,415,304
Subscription liabilities	495,725	249,354	(197,180)	547,899	206,652
Lease liabilities	-	672,384	(59,200)	613,184	128,961
Net pension liability	65,121,315	35,353,401	(29,295,000)	71,179,716	-
Net OPEB liability	50,544,621	8,641,055	-	59,185,676	-
<b>Long-term liabilities</b>	<b>\$ 814,604,009</b>	<b>\$ 48,067,051</b>	<b>\$ (72,455,357)</b>	<b>\$ 790,215,703</b>	<b>\$ 40,383,001</b>
<b>Business-type activities:</b>					
Revenue Bonds:					
2013-1 Utility Refunding	\$ 21,290,000	\$ -	\$ (6,355,000)	\$ 14,935,000	\$ 7,285,000
2018-1 Utility	26,230,000	-	-	26,230,000	-
2018-2 Utility	15,050,000	-	(4,850,000)	10,200,000	5,015,000
Deferred amounts:					
Discount/Premium	3,871,034	-	(537,068)	3,333,966	-
<b>Total long-term bonds payable</b>	<b>66,441,034</b>	<b>-</b>	<b>(11,742,068)</b>	<b>54,698,966</b>	<b>12,300,000</b>
Notes from Direct Borrowings:					
2021-1 Utility	34,945,000	-	(350,000)	34,595,000	50,000
2021-2 Utility	48,505,000	-	(5,900,000)	42,605,000	5,000,000
2021-4 Utility	15,794,000	-	(5,223,000)	10,571,000	5,265,000
<b>Total direct borrowings</b>	<b>99,244,000</b>	<b>-</b>	<b>(11,473,000)</b>	<b>87,771,000</b>	<b>10,315,000</b>
Subscription liability	856,261	-	(191,341)	664,920	206,088
<b>Long-term liabilities</b>	<b>\$ 166,541,295</b>	<b>\$ -</b>	<b>\$ (23,406,409)</b>	<b>\$ 143,134,886</b>	<b>\$ 22,821,088</b>

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 7. LONG-TERM DEBT - CONTINUED

#### General Obligation Bonds Payable

2015A Ad Valorem Tax Refunding Bonds - In April 2015, the District issued \$50,925,000 Ad Valorem Refunding Bonds at interest rates of 2.0% to 5.0%. The proceeds were used for the current refunding of the 2005A and 2005B Ad Valorem Tax Bonds maturing on and after June 1, 2015.

2016A Ad Valorem Tax Bonds - In July 2016, the District issued \$165,500,000 Ad Valorem Tax Bonds at interest rates of 4.0% and 5.0%, interest only until June 2019. The proceeds were used to finance the costs to design, construct, equip and improve roadways and other facilities within and outside the District.

2017A Ad Valorem Tax Bonds - In October 2017, the District issued \$199,375,000 Ad Valorem Tax Bonds at interest rates of 3.0% to 5.0%, interest only until June 2019. The proceeds were used to finance additional transportation projects and were also used to retire the District's 2017 Bond Anticipation Note.

2020A Ad Valorem Tax Refunding Bonds - In February 2020, the District issued \$338,025,000 Taxable Ad Valorem Refunding Bonds at interest rates of 1.463% to 2.731%. The proceeds were used for the current refunding of the 2013A and 2013B Ad Valorem Tax Bonds maturing on and after June 2, 2024.

The major provisions of the District's Ad Valorem Tax Bond Resolutions authorizing its debt are as follows:

- (1) The Ad Valorem tax bond issues and related interest are collateralized by an irrevocable lien on the proceeds from Ad Valorem taxes levied by the District.
- (2) Additional bonds may be issued by the District provided (a) the maximum bond debt service requirement of the proposed and then outstanding bonds does not exceed 85% of the maximum annual collection from Ad Valorem Taxes calculated for the current year and (b) the principal amount of all bonds proposed and then outstanding not exceed 50% of the assessed value of the taxable property within the District.

#### Revenue Bonds Payable

2013-1 Utilities Revenue Refunding Bonds - In July 2013, the District issued \$54,915,000 Utilities Revenue Refunding Bonds at interest rates of 2.5% to 5.0%. The proceeds were used to refund the 2003-1 and 2005-1 Utilities Revenue Bonds.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 7. LONG-TERM DEBT - CONTINUED

2018-1 Utilities Revenue Bonds - In July 2018, the District issued \$26,230,000 Utilities Revenue Bonds at an interest rate of 5.0%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems.

2018-2 Taxable Utilities Revenue Bonds - In July 2018, the District issued \$19,750,000 Taxable Utilities Revenue Bonds at an average interest rate of 3.44%. The proceeds are being used to pay for improvements to certain existing utility systems.

#### Notes from Direct Borrowings

2021-1 Utilities Revenue Bonds - In February 2021, the District issued \$35,095,000 Utilities Revenue Bonds at an interest rate of 1.72%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems. The direct borrowing is a non bank-qualified bond, secured by a pledge of net revenues derived from operation of the District's utility system on a parity with all other previously outstanding Utility Revenue Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

2021-2 Taxable Utilities Revenue Bonds - In February 2021, the District issued \$55,130,000 Taxable Utilities Revenue Bonds at interest rates of 1.03% to 1.58%, interest only due until October 2022. The proceeds are being used to pay for improvements to certain existing utility systems. The direct borrowing is a taxable loan, secured by a pledge of net revenues derived from operation of the District's utility system on a parity with all other previously outstanding Utility Revenue Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

2021-4 Utilities Revenue Refunding Bonds - In July 2021, the District issued \$20,976,000 Utilities Revenue Refunding Bonds at an interest rate of 0.79%, interest only due until October 2022. The proceeds were used to currently refund the 2021-3 Taxable Utility Revenue Refunding Bonds. The loan is subject to acceleration in accordance with the District's existing Trust Indenture at a default rate equal to prime +4%.

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 7. LONG-TERM DEBT - CONTINUED

The major provisions of the Utility Fund's trust indentures securing its debt are as follows:

- (1) The debt obligation and related interest are collateralized by a pledge of the net revenues of the combined utility systems.
- (2) The District will establish rates that will provide sufficient net revenues (revenues less operating expenses (excluding depreciation and lease payments to WDWC)), to pay 110% of the annual debt service requirements due each year. Revenues are defined to mean all rates, fees, charges or other income (including certain investment earnings, impact fees and special assessments) generated by the Utility Fund.
- (3) The District will pay all current operating expenses.
- (4) The District will deposit into the Sinking Fund on a monthly basis an amount equal to one-sixth of the next semi-annual interest payment and one-twelfth of the next annual principal payment.
- (5) The District will maintain a renewal and replacement fund equal to 5% of the gross revenues (less expenses for purchased power and fuel) received in the prior year. Such amount may be and was reduced to 4% by certification from the District's consulting engineer.
- (6) The District will maintain on deposit in the emergency repair fund at least \$500,000.
- (7) The debt service reserve requirements are being provided by Debt Service Reserve accounts with the bond trustee.
- (8) Additional bonds may be issued if the net revenues (revenues of the system less operating expenses (excluding depreciation and lease payments to WDWC)) for twelve consecutive prior months are at least equal to 125% of the maximum annual debt service of the proposed and then outstanding bonds.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**7. LONG-TERM DEBT - CONTINUED**

**B. Annual Debt Service Requirements**

The annual requirements to amortize the principal balance and interest of all bonds outstanding are as follows:

Governmental activities:

Year Ended September 30,	General Obligation Bonds	
	Principal	Interest
2025	\$ 36,725,000	\$ 21,791,296
2026	37,955,000	20,557,790
2027	39,260,000	19,254,460
2028	40,635,000	17,877,655
2029	42,085,000	16,428,385
2030-2034	233,800,000	58,791,320
2035-2039	186,000,000	15,262,400
<b>Total</b>	<b>\$ 616,460,000</b>	<b>\$ 169,963,306</b>
Current portion	(36,725,000)	
Deferred amounts:		
Discount/Premium	32,275,144	
<b>Long-term bonds payable</b>	<b>\$ 612,010,144</b>	

Business-type activities:

Year Ended September 30,	Revenue Bonds		Direct Borrowings	
	Principal	Interest	Principal	Interest
2025	\$ 12,300,000	\$ 2,147,855	\$ 10,315,000	\$ 1,218,212
2026	12,835,000	1,595,173	10,406,000	1,119,187
2027	1,480,000	1,274,500	19,005,000	934,150
2028	1,555,000	1,198,625	16,320,000	666,646
2029	1,635,000	1,118,875	12,180,000	434,496
2030-2034	9,475,000	4,251,875	10,935,000	1,216,943
2035-2039	12,085,000	1,569,375	8,610,000	250,776
<b>Total</b>	<b>\$ 51,365,000</b>	<b>\$ 13,156,278</b>	<b>\$ 87,771,000</b>	<b>\$ 5,840,410</b>
Current portion	(12,300,000)		(10,315,000)	
Deferred amounts:				
Discount/Premium	3,333,966		-	
<b>Long-term bonds payable</b>	<b>\$ 42,398,966</b>		<b>\$ 77,456,000</b>	

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 7. LONG-TERM DEBT - CONTINUED

#### C. Subscription-Based Information Technology Arrangements

The District has entered into subscription-based information technology arrangements (SBITAs) for asset, energy, emergency and practice management, and procurement software for a period of one to five years and an incremental borrowing rate of 3.98% to 2.64%. The SBITAs have been recorded at the present value of the future contract payments as of the date of their inception.

Future payments under the SBITA agreements are as follows:

Year Ended September 30,	Governmental Activities		Business-Type Activities		Total
	Principal	Interest	Principal	Interest	
2025	\$ 206,652	\$ 19,425	\$ 206,088	\$ 26,952	\$ 459,117
2026	194,200	12,861	221,433	18,598	447,092
2027	147,047	5,960	237,399	9,623	400,029
Total	<u>\$ 547,899</u>	<u>\$ 38,246</u>	<u>\$ 664,920</u>	<u>\$ 55,173</u>	<u>\$ 1,306,238</u>

For the year ended September 30, 2024, the District had \$78,008 of SBITAs with variable payments that were based on user seats. The District had no other payments, such as termination penalties, not previously included in the measurement of the subscription liability. The District had no commitments under SBITAs before the commencement of the subscription term or any losses associated with an impairment.

#### D. Lease Liabilities

The District has entered into multiple lease arrangements for vehicles for a period of five years and an incremental borrowing rate of 2.64%. The leases have been recorded at the present value of the future contract payments as of the date of their inception.

Future payments under the lease agreements are as follows:

Year Ended September 30	Governmental Activities		
	Principal	Interest	Total
2025	\$ 128,961	\$ 14,635	\$ 143,596
2026	132,407	11,189	143,596
2027	135,945	7,651	143,596
2028	139,578	4,018	143,596
2029	76,293	628	76,921
Total	<u>\$ 613,184</u>	<u>\$ 38,121</u>	<u>\$ 651,305</u>

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

#### 8. TRANSACTIONS WITH PRINCIPAL LANDOWNERS

During fiscal year 2024, Walt Disney World Co. and other wholly-owned subsidiaries of The Walt Disney Company provided certain services to the District as follows:

##### Governmental Funds

- (1) Administrative services amounted to \$20,125, which included technology services.
- (2) Maintenance of various District water control facilities amounted to \$409,242, which included aquatic weed control.
- (3) Maintenance of certain roadways and District property within the District amounted to \$42,946, which included minor roadway repairs and street sweeping.
- (4) Maintenance of certain building functions within the District amounted to \$32,877, including generators and fire alarm panels.

At September 30, 2024, the General Fund included accounts payable of \$81,526 and accounts receivable of \$61,203 to Walt Disney World Co. and other wholly-owned subsidiaries of the Walt Disney Company.

The District's primary source of revenue is ad valorem taxes. Walt Disney Co. comprised 87% of the total taxable assessed value within the District for the year ended September 30, 2024.

##### Utility Fund

- (1) Construction project management labor associated with various capital improvements amounted to \$560,501.
- (2) In fiscal year 2024, the Operational Services Fee Cap within the District's labor services agreement with Reedy Creek Energy Services (see Note 15 for additional details) was \$35,502,576. Total payments under this contract included operation and maintenance of the utility system of \$32,749,698, planned work projects of \$936,768 and planned work capital of \$1,285,835.

At September 30, 2024, the Utility Fund had accounts receivable of \$20,004,364 and accounts payable of \$2,788,894 with Walt Disney World Co. and other wholly-owned subsidiaries of The Walt Disney Company.

The District provides utility services to Walt Disney World Co. and other associated companies within its service area. Revenues from services provided to these companies were 84% of total utility revenues for the year ended September 30, 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 8. TRANSACTIONS WITH PRINCIPAL LANDOWNERS - CONTINUED

#### Utility Fund - Continued

The District entered into an agreement February 2, 2023 with Walt Disney Parks and Resorts U.S., Inc. ("WDPR") and Palm Hospitality Company, for the District to purchase land from each party in order to construct a 4-lane divided rural roadway and other improvements connecting portions of the public roadway of World Drive described as the Northern portion and Southern portion. The agreement states the District will pay Palm Hospitality \$600,000 and WDPR \$12,272,000. No payments were made and no land titles were transferred as of September 30, 2024.

### 9. RETIREMENT SYSTEM

General Information - All full-time employees of the District participate in the FRS, administered by the State. As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). Employees elect participation in either the Pension Plan or the defined contribution plan ("Investment Plan"), which is administered by the State Board of Administration ("SBA"). The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for FRS. The latest available report may be obtained by writing to the State, Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida, 32315-9000, or from the website: [www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**9. RETIREMENT SYSTEM - CONTINUED**

**Pension Plan**

Benefits provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation and service credit. Pension plan members are eligible for retirement as follows:

		Class			
		Regular	Senior Management	Special Risk	Special Risk Administrative Support
Enrolled prior to July 1, 2011	Vested	6 years	6 years	6 years	6 years
	Normal retirement age	earlier of 30 years of credited service or attainment of age 62	earlier of 30 years of credited service or attainment of age 62	earlier of 25 years of credited service or attainment of age 55	earlier of 25 years of credited service or attainment of age 55
	Retirement benefit	1.6% of average final compensation for each year of credited service	2% of average final compensation for each year of credited service	3% of average final compensation for each year of credited service	1.6% of average final compensation for each year of credited service
Enrolled on or after July 1, 2011	Vested	8 years	8 years	8 years	8 years
	Normal retirement age	earlier of 33 years of credited service or attainment of age 65	earlier of 33 years of credited service or attainment of age 65	earlier of 30 years of credited service or attainment of age 55	earlier of 30 years of credited service or attainment of age 55
	Retirement benefit	1.6% of average final compensation for each year of credited service	2% of average final compensation for each year of credited service	3% of average final compensation for each year of credited service	1.6% of average final compensation for each year of credited service

If the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment, which is determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement, multiplied by 3%. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Early retirement may be taken anytime; however, there is a 5% benefit reduction for each year prior to normal retirement age. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Pension Plan Members eligible for retirement are given the option to enter the Deferred Retirement Option Program ("DROP"), which effectively allows them to work with a FRS employer for up to 96 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 9. RETIREMENT SYSTEM - CONTINUED

#### Pension Plan - Continued

Contributions - The contribution requirements of the District are established and may be amended by FRS. Effective July 1, 2011 Florida Legislature required employees contribute 3% of their annual earnings on a pretax basis, with remaining contributions being the obligation of the District. The District contributed 22.36% of covered employee payroll during the year. The District's contributions to FRS for the year ended September 30, 2024 were \$9,274,699. Employee contributions to FRS for the year ended September 30, 2024 were \$1,151,426. Contributions made and accrued were equal to the required contributions for each year.

The FRS has numerous classes of membership (of which District employees qualify in five classes) with descriptions and employer contribution rates in effect during the year ended September 30, 2024 as follows:

Regular Class - Members not qualifying for other classes (13.57% from 10/1/2023 through 6/30/2024 and 13.63% from 7/1/2024 through 9/30/2024).

Special Risk Class - Members employed as law enforcement officers, firefighters, correctional officers or community-based correctional probation officers, and paramedics and EMTs who meet the criteria set to qualify for this class (32.67% from 10/1/2023 through 6/30/2024 and 32.79% from 7/1/2024 through 9/30/2024).

Special Risk Administrative Support Class - Special risk employees who are transferred or reassigned to a non-special risk position (39.82% from 10/1/2023 through 9/30/2024).

Senior Management Service Class - Qualifying member of senior management (34.52% from 10/1/2023 through 9/30/2024).

Deferred Retirement Option Program (DROP) - Participating members of the program, not to exceed 96 months (21.13% from 10/1/2023 through 9/30/2024).

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2024, the District reported a liability of \$56,915,826 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2024. The District's proportion of the net pension liability was based on historical employer contributions. At June 30, 2024, the District's proportionate share was 0.14713%, which was an increase of 0.01903% from its proportionate share measured as of June 30, 2023.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**9. RETIREMENT SYSTEM - CONTINUED**

**Pension Plan - Continued**

For the year ended September 30, 2024, the District recognized an increase in the pension liability primarily due to investment losses and resulting pension fund asset depreciation experienced by FRS. The District recognized pension expense in the amount of \$8,693,034. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 5,750,026	\$ -
Change of assumptions	7,800,834	-
Net difference between projected and actual earnings on Pension Plan investments	-	3,782,922
Changes in proportion and differences between District Pension Plan contributions and proportionate share of contributions	6,112,516	3,051,317
District Pension Plan contributions subsequent to the measurement date	2,169,559	-
<b>Total</b>	<b>\$ 21,832,935</b>	<b>\$ 6,834,239</b>

The deferred outflows of resources related to the Pension Plan, totaling \$2,169,559 resulting from District contributions to the Plan subsequent to the measurement date, will be recognized as an increase to the net pension liability in fiscal year 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2025	\$ (1,136,405)
2026	12,345,325
2027	899,951
2028	42,567
2029	677,699

Actuarial Assumptions - The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation: 2.40%
- Salary increases: 3.50% average, including inflation
- Investment rate of return: 6.70% net of pension plan investment expense and inflation

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 9. RETIREMENT SYSTEM - CONTINUED

#### Pension Plan - Continued

The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023. Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2021.

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) an inferred real (in excess of inflation) return of 4.20%; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2024 by the FRS Actuarial Assumption Conference. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation <sup>(1)</sup>	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0 %	3.3 %	3.3 %	1.1 %
Fixed Income	29.0	5.7	5.6	3.9
Global Equity	45.0	8.6	7.0	18.2
Real Estate	12.0	8.1	6.8	16.6
Private Equity	11.0	12.4	8.8	28.4
Strategic Investments	2.0	6.6	6.2	8.7
Assumed Inflation - Mean			2.4 %	1.5 %

<sup>(1)</sup>As outlined in the Pension Plan's investment policy available from Funds We Manage on the SBA's website at [www.sbafla.com](http://www.sbafla.com).

**Discount Rate** - The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

**Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate** - The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the District's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease (5.70%)	Discount Rate (6.70%)	1% Increase (7.70%)
District's proportionate share of the net pension liability (asset)	\$ 100,112,946	\$ 56,915,826	\$ 20,729,077

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 9. RETIREMENT SYSTEM - CONTINUED

#### Pension Plan - Continued

Pension Plan Fiduciary Net Position - Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan - At September 30, 2024, the District reported a payable in the amount of \$1,030,685 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2024.

#### HIS Plan

Plan Description - The HIS Plan is a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided - For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$45 and a maximum HIS payment of \$225 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. At September 30, 2024, the HIS contribution was 2.0%. The District contributed 100% of its statutorily required contributions for the current year. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The District's contributions to the HIS Plan totaled \$829,555 for the fiscal year ended September 30, 2024.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**9. RETIREMENT SYSTEM - CONTINUED**

**HIS Plan - Continued**

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2024, the District reported a liability of \$14,263,890 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2024, with the liabilities developed in that valuation rolled forward to the Measurement Date using standard actuarial roll-forward techniques. The District's proportionate share of the net pension liability was based on the District's 2023-2024 fiscal year contributions relative to the 2023-2024 fiscal year contributions of all participating members. At June 30, 2024, the District's proportionate share was 0.09509%, which was an increase of 0.00645% from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2024, the District recognized pension expense of \$755,995. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 137,728	\$ 27,389
Change of assumptions	252,438	1,688,661
Net difference between projected and actual earnings on HIS Plan investments	-	5,159
Changes in proportion and differences between District HIS Plan contributions and proportionate share of contributions	1,281,530	768,058
District HIS contributions subsequent to the measurement date	210,708	-
<b>Total</b>	<b>\$ 1,882,404</b>	<b>\$ 2,489,267</b>

The deferred outflows of resources related to the HIS Plan, totaling \$210,708 and resulting from District contributions to the HIS Plan subsequent to the measurement date, will be recognized as an increase to the net pension liability in fiscal year 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2025	\$ (132,638)
2026	(163,654)
2027	(238,405)
2028	(166,688)
2029	(90,823)
Thereafter	(25,363)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**9. RETIREMENT SYSTEM - CONTINUED**

**HIS Plan - Continued**

Actuarial Assumptions - The total pension liability in the June 30, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation: 2.40%
- Salary increases: 3.50% average, including inflation
- Municipal bond rate: 3.93%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2021.

The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

Discount Rate - The discount rate used to measure the total pension liability was 3.93%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.93%) or one percentage point higher (4.93%) than the current rate:

	1% Decrease (2.93%)	Discount Rate (3.93%)	1% Increase (4.93%)
District's proportionate share of the HIS pension liability	\$ 16,237,606	\$ 14,263,890	\$ 12,625,387

HIS Plan Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the HIS Plan - At September 30, 2024, the District reported a payable in the amount of \$82,371 for outstanding contributions to the HIS Plan required for fiscal year ended September 30, 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 9. RETIREMENT SYSTEM - CONTINUED

#### Investment Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Senior Management, etc.), as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

Costs to administer the Investment Plan, including the FRS Financial Guidance Program, are funded through employer contributions of 0.06% of payroll and by forfeited benefits of plan members. Allocations to investment member's accounts during the 2023-2024 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows: Regular 11.30%, Special Risk 19.00%, Special Risk Administrative Support 12.95%, and Senior Management Service 12.67%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee regains control over their account. If the employee does not return within the 5-year period, the employee forfeits the accumulated account balance. For fiscal year ended September 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, members may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**10. OTHER POSTEMPLOYMENT BENEFITS (OPEB)**

**General Information about the OPEB Plan**

Plan description - The District provides OPEB through the Voluntary Employees' Beneficiary Association ("VEBA") Plan, a single-employer plan administered by the District. The Plan is administered by the VEBA Board, whose members are the same as the District's Board of Supervisors. The authority to establish and amend benefits, as well as the funding policy, rests with the District's Board. The Plan does not issue a separate publicly available financial report. The Plan trustee is US Bank.

State Statute requires the District to continue offering healthcare coverage to retirees at the District's cost; however, for employees hired prior to March 1, 2013, the District elected by policy to provide this coverage at no cost to retirees that have met certain requirements during employment with the District. Certain executive positions qualify for the health benefits regardless of hire date. The District also has a Survivor Income Plan for retirees that have met certain requirements during employment with the District.

Benefits provided - The VEBA Plan provides healthcare benefits for eligible retirees and their dependents enrolled in District-sponsored plans. Benefits are provided through a third party insurer. To qualify for this benefit, non-union employees must have 20 years of service with the District and be age 62 to obtain paid coverage for themselves and their eligible dependent, certain executive positions must have 7 years of service and be age 62, and union employees must have 20 years of service with the District and be age 55 to obtain paid coverage for themselves. For employees hired after March 1, 2013, retirees may elect to continue coverage for themselves and their eligible dependents at the full, unsubsidized cost to the District for the elected coverage. The VEBA Plan also provides death benefits for certain retirees, equivalent of two times the participant's final annual base salary at retirement to their designated beneficiary. To qualify for this benefit, they must be designated or key employees as outlined by the plan and be age 62 with 10 years (7 years for executive positions) of service, or 25 years with no age requirement. The District currently has 11 retirees that meet the eligibility requirements.

Employees covered by benefit terms - At September 30, 2024, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	138
Inactive employees entitled to but not yet receiving benefit payments	33
Active employees	386

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 10. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

#### General Information about the OPEB Plan - Continued

Contributions - Contributions to the VEBA Trust are not codified or mandated but the District's funding strategy is to contribute a minimum of \$1 million to the VEBA Trust per year. The District is paying current benefits as they come due from operations. For the year ended September 30, 2024, the District's contribution rate was 9.6% of covered-employee payroll. Employees are not required to contribute to the Plan. However, retirees reimburse the District for their elected health coverage at the District's cost in instances where they are not entitled to all or a portion of the subsidy.

#### Investments

*Rate of Return* - For the year ended September 30, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 7.3%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

*Interest Rate Risk* - As a means of limiting its exposure to fair value losses arising from rising interest rates, the District's investment guidelines related to the VEBA Trust are structured to provide sufficient liquidity to pay obligations as they come due. Guidelines for the VEBA Trust are consistent with the policy on other District investments as to the restrictions on the type of investments.

*Custodial Credit Risk* - VEBA Plan investments are held by the Trustee in the Plan's name.

*Credit Risk* - The investment policy limits credit risk by restricting authorized investments to the following: direct obligations of, or obligations guaranteed by, the U.S. Government; bonds and notes issued by various federal agencies; state and local government securities; Canadian public obligations; public improvement bonds; public utility obligations; public housing obligations; State Board of Education obligations; international development banks; certain government security money market mutual funds; repurchase agreements and reverse repurchase agreements.

*Concentration of Credit Risk* - At September 30, 2024, there was one issuer with which the District held investments exceeding 5% of the total investment portfolio. The issuer was Federal Home Loan Bank (19.31%).

The VEBA Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. VEBA plan investments are summarized in the table below. Level 1 investments are valued using prices quoted in active markets for those securities. Level 2 investments are valued using observable inputs other than quoted prices. The VEBA Plan's cash and cash equivalents are invested in First American Money Market Fund, which has a credit rating of AAAM as rated by Standard & Poor's. There are no redemption or deposit restrictions related to these money market funds and the fund aims to maintain NAV of \$1 per share.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**10. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED**

**Investments - Continued**

	2024			
	Total Fair Value	Level 1	Level 2	Level 3
<b>Investments Measured at Fair Value</b>				
U.S. Treasury and Government Agency Securities	\$ 16,624,569	\$ -	\$ 16,624,569	\$ -
Supranational	1,317,526	-	1,317,526	-
Total Investments at Fair Value	\$ 17,942,095	\$ -	\$ 17,942,095	\$ -
<b>Investments Measured at Amortized Cost</b>				
Money Market Funds	\$ 51,861			
Total Investments	\$ 17,993,956			

**Long-Term Expected Rate of Return**

The long-term expected rate of return on trust investments can be determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2024 are summarized in the following table:

	Target Allocation	Long-Term Expected Rate of Return
Fixed Income	100.00 %	3.81 %
Total	100.00 %	

**Net OPEB Liability**

The District's net OPEB liability was measured as of September 30, 2024 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**10. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED**

**Net OPEB Liability - Continued**

Actuarial Assumptions - The total OPEB liability in the September 30, 2024 valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

- Inflation 2.50%
- Salary increases 3.50%, including inflation
- Investment rate of return 3.81%, including inflation
- Healthcare cost trend rates The table below are annual trends based on the current trend study and are applied on a select and ultimate basis. Select trends are reduced .25% per year until reaching the ultimate trend rate.

Expense Type	Fiscal Years		
	2025	2026	2027+
Pre-65 Medical	8.0 %	7.8 %	6.3 %
Post-65 Medical	7.0	6.8	5.8
Dental	4.0	4.0	4.0
Vision	3.0	3.0	3.0

Mortality assumptions were based on table PUB-2010 with projections scale MP-2021. Retirement and turnover assumptions are consistent with the assumptions used in the actuarial valuation of the Florida Retirement System as of July 1, 2023.

The discount rate (long-term expected rate of return) is based on the Bond Buyer "20-Bond GO Index" and assuming that the expected return on plan assets is equal to the 20-Bond GO Index, believed to be reasonable given the assets are 100% invested in corporate and government fixed income securities of various maturities.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

**10. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED**

**Changes in Net OPEB Liability**

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
<b>Balances at October 1, 2023</b>	\$ 67,071,837	\$ 16,527,216	\$ 50,544,621
<b>Changes for the year:</b>			
Service cost	1,135,506	-	1,135,506
Interest	2,740,258	-	2,740,258
Changes in assumptions	14,627,788	-	14,627,788
Difference between expected and actual experience	(5,195,259)	-	(5,195,259)
Contributions - employer	-	3,434,688	(3,434,688)
Net investment gain	-	1,232,550	(1,232,550)
Benefit payments	(2,416,750)	(2,416,750)	-
<b>Net changes</b>	<b>10,891,543</b>	<b>2,250,488</b>	<b>8,641,055</b>
<b>Balances at September 30, 2024</b>	<b>\$ 77,963,380</b>	<b>\$ 18,777,704</b>	<b>\$ 59,185,676</b>
Plan fiduciary net position as a percentage of total OPEB liability			24.1%

Sensitivity of the net OPEB liability to changes in the discount rate. The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.81%) or one percentage point higher (4.81%) than the current discount rate (rounded to the nearest thousand):

	1% Decrease (2.81%)	Discount Rate (3.81%)	1% Increase (4.81%)
Net OPEB liability	\$ 72,744,889	\$ 59,185,676	\$ 48,268,287

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (7.0% decreasing to 4.8%) or one percentage point higher (9.0% decreasing to 6.8%) than the current healthcare cost trend rates (rounded to the nearest thousand):

	1% Decrease (7.0% decreasing to 4.8%)	Healthcare Cost Trend Rates (8.0% decreasing to 5.8%)	1% Increase (9.0% decreasing to 6.8%)
Net OPEB liability	\$ 48,948,102	\$ 59,185,676	\$ 72,527,136

Changes of assumptions or other inputs. Beginning of year total OPEB liability was calculated using an assumed discount rate of 4.09%. The discount rate used at September 30, 2024 was 3.81%.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 10. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - CONTINUED

#### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2024, the District recognized OPEB expense of \$2,607,325. At September 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual demographic experience	\$ 1,353,495	\$ 4,278,079
Change of assumptions	21,192,304	14,356,252
Net difference between projected and actual investment performance	313,815	-
<b>Total</b>	<b>\$ 22,859,614</b>	<b>\$ 18,634,331</b>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2025	\$ (647,700)
2026	(778,231)
2027	(248,280)
2028	2,610,528
2029	2,037,100
Thereafter	1,251,866

### 11. RISK MANAGEMENT

The District is self-insured and carries excess commercial insurance due to exposure to certain risks of loss related to theft, damage to and destruction of assets, torts, injuries to employees and natural disasters. The District retains risk up to a maximum of \$1,000,000 for each workers' compensation and employer's liability claim, \$250,000 for each liability claim, \$100,000 for most property damage claims, \$50,000 for crime/theft losses and \$100,000 for cyber liabilities. The District purchases commercial insurance for certain exposures in excess of risk retained with commercially reasonable limits, sublimits, terms and conditions. There have been no material claim settlements in excess of insurance coverage during the three fiscal years ended September 30, 2022, 2023 and 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 11. RISK MANAGEMENT - CONTINUED

Liabilities are reported when it is probable that a material loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an estimate for claims that have been incurred but not reported. The self-insurance liability of \$6,150,125 at September 30, 2024 is based on an actuarial review of claims pending and past experience. Changes in the claims liability amount during fiscal years 2024 and 2023 are as follows:

	Year Ended September 30,	
	2024	2023
Self insurance liability beginning balance	\$ 5,945,920	\$ 6,068,385
Claims and changes in estimates	1,801,178	991,033
Claims payments	(1,596,973)	(1,113,498)
Self insurance liability ending balance	\$ 6,150,125	\$ 5,945,920

### 12. DERIVATIVE FUEL INSTRUMENTS

The District entered into derivative fuel instruments - cash flow hedges (commodity swaps, caps and collars) to financially hedge the cost of natural gas. The District's fuel-related derivative transactions are recorded at fair value on the Statement of Net Position as either an asset or liability depending on their fair value, and the related unrealized gains and/or losses for effective hedges are deferred and reported as either deferred inflows or outflows of resources. Realized gains and losses on these transactions are recognized as fuel expense in the specific period in which the instrument is settled. During the year, a total of \$5,892,630 in settlement gains was recognized in fuel expense.

The following is a summary of the derivative fuel instruments of the Utility Fund as of September 30, 2024 which have been deemed effective and are recorded as deferred inflows.

Classification	Fair Value at September 30,				
	2023	Change in fair value	2024	Notional	Maturity
Deferred outflows/(inflows)	\$ (1,875,349)	\$ 1,696,678	\$ (178,671)	7,790,032 MMBTUs	FY2025 - 2027

**Credit Risk** - The District's counterparties must have a minimum credit rating of BBB- issued by Standard & Poor's or Fitch's rating service or Baa3 issued by Moody's Investor Services.

**Basis Risk** - All of the District's transactions are based on the same reference rates, thus there is no basis risk.

**Termination Risk** - The District's Energy Risk Management Oversight Committee oversees the derivative instrument activity and of the counterparties who are required to maintain a minimum credit rating and present collateral at certain levels which mitigates the chance of a termination event. To date, no termination events have occurred.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 13. FAIR VALUE MEASUREMENTS

GASB No. 72 addresses accounting and financial reporting issues related to fair value measurements. It provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. For the District, this statement applies to certain investments and natural gas hedges.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset or liability.

Level 1 - quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date

Level 2 - inputs other than quoted prices included within Level 1 - that are observable for an asset or liability, either directly or indirectly

Level 3 - unobservable inputs for an asset or liability

Investments - The District's investments are summarized in the table below. Level 1 investments are valued using prices quoted in active markets for those securities. Level 2 investments are valued using observable inputs other than quoted prices. The District's cash and cash equivalents are invested in First American Money Market Fund and Federated Hermes Treasury Obligations Fund, both of which have a credit rating of AAAM as rated by Standard & Poor's. There are no redemption or deposit restrictions related to these money market funds and the funds aim to maintain NAV of \$1 per share.

		2024			
		Total	Level 1	Level 2	Level 3
<b>Investments Measured at Fair Value</b>					
U.S. Treasury and Government Agency Securities	\$	214,702,704	\$ -	\$ 214,702,704	\$ -
Supranational		3,826,624	-	3,826,624	-
Total Investments at Fair Value		\$ 218,529,328	\$ -	\$ 218,529,328	\$ -
<b>Cash Equivalents Measured at Amortized Cost</b>					
Money Market Funds	\$	80,942,390			
Total	\$	299,471,718			

Natural Gas Hedges - The District utilizes a derivative advisory and valuation service to value its portfolio of natural gas hedges, which are valued based on a discounted cash flows ("DCF") proprietary model. Commodity cap valuations were produced by a similar DCF model that incorporates an adaptation of the Black-Scholes option pricing model. As market quotations are not available for identical commodity derivatives, indirect valuation techniques are required. The District's derivative instruments for fuel cost natural gas hedges, which are presented as an asset and a deferred inflow on the Statement of Net Position, have been categorized as Level 2 inputs.



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 14. NET POSITION AND FUND BALANCE REPORTING

The Statement of Net Position for governmental activities reflects a negative unrestricted net position of \$67,334,530. This is primarily due to the District's net pension liability and net OPEB liability, including related deferred inflows and deferred outflows of resources, all of which amount to a combined \$112 million.

#### **Governmental Fund Balances**

In the Balance Sheet - Governmental Funds, the District has classified fund balances into nonspendable, committed, restricted, assigned and unassigned amounts. Restricted amounts represent the following:

- Capital Projects Fund - Bond funds restricted for road system and building improvements subject to specific provisions in bond resolutions.
- Debt Service Fund - Assets required for servicing general obligation bond indebtedness under the District's trust indenture.

Committed amounts in the general fund represent certain fees specifically set aside by action of the Board of Supervisors to be used solely to maintain the integrity of the drainage system. Also included are amounts set aside due to property appraiser disputes. Note 15 discusses these disputes in more detail.

### 15. COMMITMENTS AND CONTINGENCIES

#### Construction

As of September 30, 2024, the District's Board of Supervisors authorized a budget of approximately \$176.0 million for current or in-process major transportation and other construction projects. Executed construction commitments associated with these projects approximated \$129.3 million and of this amount, approximately \$62.5 million was spent as of September 30, 2024.

#### Purchased Power and Gas

The District has entered into Purchase Power Agreements ("PPA") with Investor Owned Utilities (IOUs), private solar developers and municipal entities throughout Florida for the purchase and sale of power at wholesale rates, and associated transmission service. In general, except for solar PPAs, purchase PPAs require the counterparty to pay reservation charges for capacity to reserve the right to call on such capacity as needed. The District's budgeted minimum commitment for fiscal year 2024 reservation charges under its agreements was estimated at \$4,375,000. There are no requirements for the District to sell wholesale power or reserve capacity for wholesale sales. Initial terms of the District's existing agreement expires on December 31, 2024, with various provisions for renewal or cancellation by the District and the respective counterparty in the agreement.

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

#### 15. COMMITMENTS AND CONTINGENCIES - CONTINUED

##### Purchased Power and Gas - Continued

On April 1, 2023, the District entered into a Service Agreement for Network Integration Transmission Service ("NITS") with Duke Energy for the period April 1, 2023 through March 31, 2028. The Service Agreement will automatically renew for successive five-year terms unless terminated. The District's budgeted transmission commitment for fiscal year 2024 under the NITS agreement was estimated at \$10,655,006.

On May 27, 2015, the District entered into a Purchase Power Agreement with Duke Energy for the purchase of solar energy from the "Mickey Solar" array. The agreement is for a term of 15 years with a total commitment to purchase energy of approximately \$7,515,550. The annual cost for fiscal year 2024 was estimated at \$554,358.

On October 9, 2017, the District entered into a Purchase Power Agreement with Origis Energy for the purchase of solar energy from the FL Solar 5, LLC facility. The agreement is for a term of 17 years with the option to extend the term up to 20 years. For the 17-year term, the District is committed to purchase energy of approximately \$76,681,234. The annual cost for fiscal year 2024 was estimated at \$3,807,782.

On February 24, 2021, the District entered into a third Purchase Power Agreement to purchase solar energy from Bell Ridge Solar, LLC for a 20-year term. On March 23, 2022, based on mutual agreement of the parties the First Amendment to the original PPA with Bell Ridge Solar, LLC for the purchase of solar energy was executed. The term of the original agreement of 20 years equates to a total commitment to purchase energy of approximately \$125,634,409. The annual cost for fiscal year \$78,008 is estimated at \$6,377,348.

The District is obligated to purchase pipeline capacity to transport natural gas under two transportation and supply agreements with Florida Gas Transmission Company ("FGT"), dated December 1991 and October 1993, respectively. The terms of the FGT agreements expire in 2035; however, the District has contractual rollover rights for 10-year increments. Minimum reservation payments under these agreements were budgeted at approximately \$2,887,412 for fiscal year 2024.

The District has a backup natural gas interconnection agreement with Peoples Gas System ("PGS"). The term of the PGS agreement expires in 2028 unless extended by the District. The District is in conversations with PGS to extend the existing agreement. Minimum payments under this agreement were budgeted at approximately \$477,600 for fiscal year 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 15. COMMITMENTS AND CONTINGENCIES - CONTINUED

#### Purchased Power and Gas - Continued

The District has entered forward contracts for specified periods of time to purchase the natural gas commodity at either specified swap prices in the future or collars where prices fluctuate within a ceiling and floor. In general, the District's portfolio primarily consists of swaps and occasionally collars. The District enters these financial contracts to help plan its natural gas costs for the year and to protect itself against an increase in market price of the commodity. These purchases (hedges) are made in compliance with the District's Energy Risk Management Program (ERMP). It is possible the market price before or at the specified time to purchase natural gas may be lower or higher than the price at which the District is hedged. This would serve to reduce or increase the value of the hedge contracts at the time of settlement. If the market price for the commodity is more than the hedge price, the District benefits by only paying the fixed price of the hedge. However, if the market price for the commodity is less than the fixed price of the hedge, the District would pay the fixed price for the swap. The exposure for the District occurs if the counterparty fails to fulfill the hedge contracts.

#### Labor Services Agreement

In October 2022, the District entered into an Amended and Restated Labor Services Agreement ("LSA") with Reedy Creek Energy Services (RCES), to furnish all labor and services necessary to operate, maintain, repair, renew and administer a solid waste collection and disposal system, a wastewater system, a potable water system, a natural gas distribution system, an electric generation and distribution system, a chilled water system, and a hot water system (collectively the "utility systems"). The LSA was amended in February 2023 to clarify certain terms of the LSA. The term of the agreement as amended continues through December 2032; however, the termination date (as part of the settlement agreement with WDW, discussed in "Litigation and Other Claims" below) will terminate in 2028. The maximum amount billable under the LSA (Operating Services Fee Cap) in fiscal year 2024 was \$35,502,576. The Operational Services Fee Cap for fiscal year 2025 is \$36,157,921.

#### Inter-local Agreement

Prior to fiscal year 2023, the District (former Reedy Creek Improvement District) entered into an inter-local agreement with the cities of Bay Lake and Lake Buena Vista to provide administrative, managerial, accounting and other services. Administrative and accounting services included, but were not limited to, procurement and contract administration, financial services, technology services and risk management. Other services included water management and utilities, permitting and fire and emergency management services.

In September 2023, the District announced it would be terminating the administrative, managerial and accounting services portion of the agreements in fiscal year 2024. That termination became effective January 16, 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 15. COMMITMENTS AND CONTINGENCIES - CONTINUED

#### Duke Energy Letter of Credit

In October 2022, the District entered into an Irrevocable Standby Letter of Credit ("LOC") with Truist Bank in the amount of \$3 million. The LOC was requested by Duke Energy subsequent to the passing of Senate Bill 4-C, which dissolved 6 independent special districts, including the former RCID. Duke Energy was named beneficiary and is allowed to draw under the letter of credit in the event of payment default by the District under the purchased power agreement. The LOC was not renewed and expired January 31, 2025.

#### STOPR Agreements

In September 2007, the District entered into an agreement with the City of St. Cloud, Tohopekaliga Water Authority ("TWA"), and Orange and Polk Counties to jointly perform permit compliance monitoring activities as required by the Water Use Permits issued by the South Florida Water Management District. Between 2010 and June 2016, Orange County was the contract manager and the District's payments were made to Orange County upon receipt of an invoice. In March 2016, the District executed an amendment to the original agreement that (1) made TWA the contract manager and (2) extended the term of the agreement. The agreement, as amended, requires the District to contribute 18.2% of the total costs. As of September 30, 2024, the District has paid \$1,441,328 for these efforts.

#### Litigation and Other Claims

Various suits and claims arising in the ordinary course of operations are pending against the District. Management believes the ultimate disposition of such matters, including the cases described below, will not materially affect the financial position of the District, the results of its operations, or the District's ability to pay debt service on existing outstanding bonds. In addition, neither the creation, organization or existence of the District is being contested in any of the pending lawsuits.

Some taxpayers in the District have filed lawsuits challenging the valuation of commercial parcels located in the District and/or contesting the legality, validity and methodology of ad valorem assessments made by the Property Appraiser on the parcels. Some of these lawsuits have been resolved through settlement, resulting in downward adjustments to assessed valuations in certain years that reduced the amount of taxes owed, resulting in District refunds to certain taxpayers. The District cannot predict whether future similar lawsuits will occur, whether those lawsuits will result in future refunds or the timing of future settlements or final judgments. In fiscal year 2024, the District budgeted \$6 million to fund potential financial obligations arising from property appraiser settlements. The District increased the budgeted amount for such settlements to \$6.5 million in fiscal year 2025. The largest settlement paid by the District in any given year was just under \$6 million in fiscal year 2021, which resulted in a decrease in assessed valuations of approximately \$516 million over a 6-year period. The second largest settlement paid by the District was approximately \$3.5 million in fiscal year 2019. The District continues to monitor the ongoing lawsuits and the committed fund balance attributable to such potential settlements and/or final judgments, as appropriate.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2024

### 15. COMMITMENTS AND CONTINGENCIES - CONTINUED

#### Litigation and Other Claims - Continued

Three lawsuits involving Walt Disney Parks and Resorts, U.S., Inc. ("WDPR") and the District were settled in fiscal year 2024. They were (1) *WDPR v. Ronald DeSantis, et. al., United States District Court for the Northern District of Florida Fla. Case No. 4:23-cv-00163-MW-MJF*; (2) *Central Florida Tourism Oversight District v. WDPR, Orange County Circuit Court Case No. 2023-CA-011818-O*; and (3) *WDPR v. Central Florida Tourism Oversight District, Orange County Circuit Court Case No. 2023-CA-017887-O*. The settlement agreement stipulated the District and WDPR would commit to negotiating a new development agreement, which was executed and approved by the Board of Supervisors in June 2024. The District agreed to make capital improvements to public infrastructure throughout the duration of the agreement to support WDPR's investment over an extended period, though specific amounts were not stipulated in the agreement. The District also agreed to update the Comprehensive Plan during fiscal year 2025.

### 16. SUBSEQUENT EVENT

#### Issuance of Ad Valorem Tax Bonds

In October 2024, the District issued \$99.3 million ad valorem tax bonds to provide additional financing for improvements to the World Drive North corridor, Buena Vista Drive and Western Way. The par amount issued represents remaining ad valorem tax bond issuance capacity previously approved by the Board of Supervisors by referendums held in 2013 through 2016. The bonds were issued in maturities from 2025 through 2044 at an interest rate of 5.0%.

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

#### Roadways

(Note 2. A.)

<b>Fiscal Year</b>	<b>Percentage of Roadways</b>		
	<b>Excellent</b>	<b>Good/Satisfactory</b>	<b>Poor</b>
<b>2024 *</b>	69 %	19 %	12 %
<b>2023</b>	67 %	26 %	7 %
<b>2022</b>	69 %	25 %	6 %
<b>2021</b>	70 %	23 %	7 %
<b>2020</b>	70 %	24 %	6 %

Rating category modified in 2024; see further explanation below.

#### Bridges

(Note 2. B.)

<b>Fiscal Year</b>	<b>Number of Bridges by Category</b>				
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Total</b>
<b>2024</b>	14	50	-	-	64
<b>2023</b>	14	49	1	-	64
<b>2022</b>	58	2	N/A	-	60
<b>2021</b>	50	3	N/A	-	53
<b>2020</b>	50	8	N/A	-	58

#### Water Control Structures

(Note 2. C.)

<b>Fiscal Year</b>	<b>Number of Structures by Category</b>				
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Total</b>
<b>2024</b>	14	11	-	-	25
<b>2023</b>	13	11	-	-	24
<b>2022</b>	17	7	N/A	-	24
<b>2021</b>	18	6	N/A	-	24
<b>2020</b>	18	6	N/A	-	24

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
REQUIRED SUPPLEMENTARY INFORMATION (RSI)  
SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT  
INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

Fiscal Year	Budgeted Costs			Actual Costs		
	Roads	Bridges	Water Control Structures	Roads	Bridges	Water Control Structures
2025	\$ 10,560,000	\$ 1,100,000	\$ 4,205,000	\$ -	\$ -	\$ -
2024	11,786,243	1,100,000	4,789,508	7,084,810	892,920	1,358,447
2023	14,129,000	830,000	1,900,000	10,105,448	36,049	977,659
2022	12,238,876	4,285,000	1,760,000	2,626,838	3,547,250	847,977
2021	6,607,600	3,220,400	1,025,000	3,713,650	1,588,609	450,492
2020	4,345,000	95,000	1,378,400	1,624,955	47,071	708,075

**1. ELECTION TO USE MODIFIED APPROACH**

The District has elected to use the "Modified Approach" as defined by GASB No. 34 for infrastructure reporting for its roads, bridges and water control structures. Infrastructure capital assets are managed using an asset management system with (1) an up-to-date inventory; (2) condition assessments conducted at a minimum of every three years; and (3) an estimated annual amount to maintain and preserve the asset at the established condition assessment level.

**2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL**

**A. Roads**

Streets and roads are constantly deteriorating due to environmental causes (weathering and aging) and structural causes (repeated traffic loading). The rate at which pavement deteriorates depends on the original construction quality, environmental conditions, drainage, traffic loading and interim maintenance procedures. The District bases all pavement design on existing traffic counts, proposed traffic generation due to planned development and known loading factors.

In an effort to ensure the quality of the District's roadway network, the District performs a physical condition assessment of the public streets/roadways within its jurisdiction using the Road Manager Condition Evaluation test method. Roads are evaluated and given a numerical rating, or Pavement Condition Index ("PCI") of 1 through 100. This identifies the condition and helps determine what work is required. The ratings were based on visual observation of the roads surface condition: defects or deformation, cracking (transverse, reflective, longitudinal and alligator), and patching/pot hole frequency.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

### 2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

#### A. Roads - Continued

Using the PCI Index, the following conditions were defined:

<u>Condition</u>	<u>PCI Rating (2024)</u>	<u>PCI Rating (2023 and Prior)</u>
Excellent	70 - 100	80 - 100
Good/Satisfactory	55 - 69	60 - 79
Poor	0 - 54	1 - 59

In fiscal year 2024, the District adjusted the PCI rating categories above to more closely align itself with the Florida Department of Transportation ("FDOT"). The District partnered with FDOT in fiscal year 2024 to complete the inspections, which resulted in the adjusted ratings noted above.

Complete assessments to evaluate the PCI ratings shall occur at a minimum every three years. In addition, yearly inspections are performed to account for changing conditions that may impact previous ratings.

The District has elected to maintain roads within the system at a minimum of 80% rated in excellent or good/satisfactory condition. As of the date of this report, 88% of the District's roads were in excellent or good/satisfactory condition.

In prioritizing roadway repairs, a benefit value for each roadway is determined based on the roadway use and the projected cost of the necessary repair. Based on the identified priorities, the District budgets for and schedules the pavement repairs. During fiscal year 2024, the District completed two pavement resurfacing projects. In fiscal year 2025, the District has three pavement resurfacing projects scheduled. The remaining work needed to upgrade the 12% of roadways in the poor category is programmed for subsequent fiscal years.

In addition to roadway construction and major asphalt refurbishment, the District continued with routine/ongoing maintenance and repairs throughout the roadway system. The routine work in 2024 encompassed maintenance repairs of asphalt, shoulder protection/slide slope erosion repairs, curb repairs and replacement of guardrail totaling \$7,084,810.



## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

## 2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

### B. Bridges

Bridges within the District are inspected bi-annually by a qualified Florida Certified Bridge Inspector on a rolling basis. The inspection reports are signed and sealed by a Professional Engineer. Bridge inspections are performed according to the latest National Bridge Inspection ("NBI") Standards and FDOT requirements. As part of the inspection process, the bridge deck, super-structure, substructure and culvert (if applicable) are rated according to standard requirements. To be more consistent with industry standards, the District implemented in 2023 the NBI Condition Rating used by FDOT, which assigns classifications based on the table below:

<u>Condition</u>	<u>NBI Condition Rating</u>
Excellent	8 - 9
Good/Satisfactory	6 - 7
Fair	5
Poor	1 - 4

The earliest bridges constructed within the District were placed into service in 1972 and a majority of the bridges were constructed during the following 25 years. Over the past nine years, the District has undergone major infrastructure expansion with additional bridges being placed into service, older bridges undergoing major modifications and numerous bridges retired from service.

The District has elected to maintain 90% of its bridges within the excellent or good category. As of the date of this report, 100% of the District's bridges were in excellent or good condition.

Preservation and maintenance of bridge structures is an on-going activity and allows the bridges to be classified as either Excellent or Good condition. Based on inspection results/recommendations, bridge installations and repairs were completed at a cost of \$892,920.

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

## 2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

### C. Water Control Structures

The Master Drainage System within the District is comprised of 66 river miles of canals and waterway. It incorporates 25 major water control structures comprised of Amil Gates, weirs, and one set of 48" diameter culverts. Amil Gates are constant level water control structures. These gates provide a consistent water level within the waterways or canals, and open due to increasing water pressure during a storm event, thereby allowing flood waters to pass downstream and exit the District. Weirs maintain water levels at a set elevation; as the flood waters rise due to a storm event, they spill over the weirs and pass downstream. The set of 48" culverts act as an overflow or pass through, allowing flood waters to pass to an adjacent wetland on the eastern perimeter of the District. Construction on a majority of these structures began in the late 1960's, thus many are approaching 60 years of service time. Ongoing maintenance and major rehabilitative work has extended the useful life of the structures allowing them to remain operational. A new structure was added in 2024 due to the completion of construction on a new regional stormwater facility.

Structures are classified by their overall condition and were listed as Excellent, Good or Poor condition. In 2023, the District added the Fair category to better classify structures along the condition spectrum described below. This rating is generated by the annual inspection and condition assessment report. The Annual Water Control Structure Report lists all items inspected both above ground and below the water surface. Using this information, the structure condition is assigned, the required repairs are prioritized and the repair work is scheduled. Required repairs are listed as Priority 1, 2 or 3. Priority 1 signifies a major rehabilitative repair. Priority 1 repairs are items that if not repaired, may degrade the integrity of the structural element or reduce the operational capacity of the structure. Historically, we have found Priority 1 repairs often occur in underwater conditions and have evolved over long periods of time. This type of repair may require extensive construction work and, as such, cannot always be done immediately. These major repairs are programmed and budgeted to occur in a future year. Priority 2 repairs are those that may impact the operational capacity of the structure but do not cause major cost impacts and can be addressed during annual routine maintenance. Priority 3 identifies items not in current need of repair but signify a condition, though noteworthy, that is expected to remain stable for a number of years. As such, the recommendation is that Priority 3 items need not be separately scheduled for repair, but addressed when the structure undergoes Priority 1 or Priority 2 repairs. As the structures continue to age, our annual inspections reveal an increasing number of Priority 1 and 2 repairs, and the annual maintenance for the water control system continues to trend upward.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT INFRASTRUCTURE CAPITAL ASSETS

Year Ended September 30, 2024

### 2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED

#### C. Water Control Structures - Continued

Based on the results of inspections and priority ranking of repairs, the following condition level categories have been assigned:

<u>Condition</u>	<u>Category Characteristics</u>
Excellent	<ul style="list-style-type: none"><li>- No existing safety deficiencies</li><li>- Acceptable performance expected, no operational impacts</li><li>- Routine maintenance required, generally priority 3 and 2 repairs</li><li>- Widespread typical deterioration</li></ul>
Good	<ul style="list-style-type: none"><li>- No existing safety deficiencies</li><li>- Acceptable performance expected</li><li>- Minor operational impacts not critical to flood control</li><li>- Routine maintenance required, generally priority 3 and 2 repairs</li><li>- Widespread typical deterioration</li><li>- Isolated significant condition exists that require remedial action greater than routine work and/or secondary studies/investigation. May include an isolated priority 1 repair.</li></ul>
Fair	<ul style="list-style-type: none"><li>- No existing safety deficiencies for normal operation conditions. Extreme hydrologic events may result in safety deficiencies.</li><li>- Maintenance required to prevent developing safety concerns</li><li>- Acceptable performance expected</li><li>- Minor operational impacts not critical to flood control, but potential threat to flood control operations if impacts continue to deteriorate</li><li>- Multiple conditions exist that require remedial action greater than routine work and/or secondary studies/investigation</li><li>- Widespread severe deterioration</li></ul>
Poor	<ul style="list-style-type: none"><li>- Existing safety deficiencies for normal operation conditions.</li><li>- Non acceptable performance expected</li><li>- Operational impacts critical to flood control</li><li>- Multiple conditions exist that require remedial action greater than routine work and/or secondary studies/investigation</li><li>- Widespread severe deterioration</li></ul>

## **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

### **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **SCHEDULES SUPPORTING MODIFIED APPROACH FOR DISTRICT** **INFRASTRUCTURE CAPITAL ASSETS**

Year Ended September 30, 2024

#### **2. BASIS FOR CONDITION ASSESSMENTS AND TARGETED CONDITION LEVEL - CONTINUED**

##### **C. Water Control Structures - Continued**

The District has elected to maintain water control structures within the system at 80% in excellent or good condition and have no structures in poor condition. As of the date of this report, 100% of the District's structures were rated in excellent or good condition.

During fiscal year 2024, the District conducted routine maintenance on the system, which included repairs on structures, levees and debris removal throughout the canal system and maintenance/repair of erosion issues. The cost of these activities totaled \$1,358,447.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POSTEMPLOYMENT BENEFITS

Year Ended September 30, 2024

### Schedule of Changes in the District's Net OPEB Liability and Related Ratios

Last 7 Fiscal Years\*

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<b>TOTAL OPEB LIABILITY</b>			
Service cost	\$ 1,135,506	\$ 1,124,357	\$ 2,019,443
Interest	2,740,258	2,655,985	1,840,307
Change in benefit terms	-	-	-
Difference between expected and actual experience	(5,195,259)	-	2,763,542
Changes of assumptions	14,627,788	(954,595)	(22,662,394)
Benefit payments	(2,416,750)	(2,058,314)	(2,218,031)
<b>Net change in total OPEB liability</b>	10,891,543	767,433	(18,257,133)
<b>Total OPEB liability, beginning of year</b>	67,071,837	66,304,404	84,561,537
<b>Total OPEB liability, end of year</b>	\$ 77,963,380	\$ 67,071,837	\$ 66,304,404
<b>PLAN FIDUCIARY NET POSITION</b>			
Contributions - employer	\$ 3,434,688	\$ 3,072,626	\$ 3,233,531
Net investment income (loss)	1,232,550	360,829	(1,011,926)
Benefit payments	(2,416,750)	(2,058,314)	(2,218,031)
<b>Net change in plan fiduciary net position</b>	2,250,488	1,375,141	3,574
<b>Plan fiduciary net position, beginning of year</b>	16,527,216	15,152,075	15,148,501
<b>Plan fiduciary net position, end of year</b>	18,777,704	16,527,216	15,152,075
<b>District's net OPEB liability, end of year</b>	\$ 59,185,676	\$ 50,544,621	\$ 51,152,329
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	24.09 %	24.64 %	22.85 %
<b>Covered-employee payroll</b>	\$ 35,667,500	\$ 29,670,506	\$ 28,667,156
<b>District's net OPEB liability as a percentage of covered-employee payroll</b>	165.94 %	170.35 %	178.44 %

\*Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available.

#### Notes to Schedule

Changes of assumptions - The discount rate decreased from 4.09% to 3.81% at September 30, 2024.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POSTEMPLOYMENT BENEFITS

Year Ended September 30, 2024

### Schedule of Changes in the District's Net OPEB Liability and Related Ratios

Last 7 Fiscal Years\*

<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
\$ 1,926,349	\$ 1,511,559	\$ 1,219,287	\$ 1,179,666
1,851,303	2,167,491	2,521,415	2,332,664
374,816	-	-	-
-	(6,200,300)	-	-
(935,997)	6,505,338	18,890,916	(6,120,684)
(1,757,481)	(1,709,222)	(1,523,266)	(1,521,768)
1,458,990	2,274,866	21,108,352	(4,130,122)
83,102,547	80,827,681	59,719,329	63,849,451
\$ 84,561,537	\$ 83,102,547	\$ 80,827,681	\$ 59,719,329
\$ 2,774,518	\$ 2,743,348	\$ 2,552,995	\$ 12,521,768
(60,629)	488,190	637,649	2,399
(1,757,481)	(1,709,222)	(1,523,266)	(1,521,768)
956,408	1,522,316	1,667,378	11,002,399
14,192,093	12,669,777	11,002,399	-
15,148,501	14,192,093	12,669,777	11,002,399
\$ 69,413,036	\$ 68,910,454	\$ 68,157,904	\$ 48,716,930
17.91 %	17.08 %	15.68 %	18.42 %
\$ 29,475,581	\$ 28,294,306	\$ 27,612,000	\$ 26,678,408
235.49 %	243.55 %	246.84 %	182.61 %

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) OTHER POST EMPLOYMENT BENEFITS - CONTINUED

Year Ended September 30, 2024

### Schedule of the District's Contributions

Last 7 Fiscal Years\*

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Employee Payroll	Contributions as a Percentage of Covered Employee Payroll
2024	\$ 4,054,884	\$ 3,434,688	\$ 620,196	\$ 35,667,500	9.63 %
2023	4,047,323	3,072,626	974,697	29,670,506	10.36 %
2022	5,171,142	3,233,531	1,937,611	28,667,156	11.28 %
2021	5,075,307	2,774,518	2,300,789	29,475,581	9.41 %
2020	4,838,645	2,743,348	2,095,297	28,294,306	9.70 %
2019	4,507,464	2,552,995	1,954,469	27,612,000	9.25 %
2018	3,580,651	12,521,768	(8,941,117)	26,678,408	46.94 %

\* Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available.

### Notes to Schedules

Valuation Date: September 30, 2023

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal based on level basis over the earnings of the individual between entry age and assumed exit age(s). Projected Unit Credit method used in years 2018 and prior.
Amortization period	30-year open group
Asset valuation method	Fair market value
Contributions	Contributions to the VEBA Trust are not codified or mandated but the District's funding strategy is to contribute a minimum of \$1 million to the Trust per year.
Inflation	2.50%
Healthcare cost trend rates	6.5% initial, decreasing .25% per year to an ultimate rate of 4.5% for medical; 4.0% dental; 3.0% vision
Salary increases per year	3.50%
Investment rate of return (discount rate)	4.09%
Retirement age	Based on the 2021 Florida Retirement System Actuarial Valuation
Mortality	PUB-2010 mortality table with scale MP-2021

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**REQUIRED SUPPLEMENTARY INFORMATION (RSI)**  
**OTHER POST EMPLOYMENT BENEFITS - CONTINUED**

Year Ended September 30, 2024

**Schedule of Investment Returns**

Last 7 Fiscal Years \*

<b>Fiscal Year</b>	<b>Annual Money-Weighted Rate of Return, Net of Investment Expense</b>
2024	7.3%
2023	2.4%
2022	(6.4)%
2021	(0.3)%
2020	4.0%
2019	5.8%
2018	0.0%

\* Information in this schedule is intended to display the last 10 years; however, information is not available for all prior years. Additional years will be displayed as information becomes available. Fiscal year 2018 was 0.0% as The Plan was funded at the end of the fiscal year.



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

REQUIRED SUPPLEMENTARY INFORMATION (RSI)  
PENSIONS

Year Ended September 30, 2024

**Schedule of the District's Proportionate Share of the Net Pension Liability - Pension Plan**

Florida Retirement System

Last 10 Fiscal Years\*

<u>Calendar Year</u>	<u>CFTOD's Proportion of the Net Pension Liability</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Employee Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</u>
2024	0.14713 %	\$ 56,915,826	\$ 40,642,553	140.04 %	83.70 %
2023	0.12810 %	51,043,615	35,229,560	144.89 %	82.38 %
2022	0.13088 %	48,696,935	34,235,982	142.24 %	82.89 %
2021	0.12138 %	9,169,131	31,367,402	29.23 %	96.40 %
2020	0.14788 %	64,091,387	33,311,667	192.40 %	78.85 %
2019	0.15020 %	51,728,123	32,604,660	158.65 %	82.61 %
2018	0.14924 %	44,950,699	31,337,271	143.44 %	84.26 %
2017	0.13850 %	40,967,776	27,550,271	148.70 %	83.89 %
2016	0.14236 %	35,945,064	26,833,753	133.95 %	84.88 %
2015	0.12545 %	16,204,183	24,758,513	65.45 %	92.00 %

\*Amounts presented for each fiscal year were determined as of June 30.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) PENSIONS - CONTINUED

Year Ended September 30, 2024

### Schedule of the District's Contributions - Pension Plan

Florida Retirement System

Last 10 Fiscal Years\*

<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>Contributions as a Percentage of Covered Employee Payroll</u>
2024	\$ 9,274,699	\$ 9,274,699	\$ -	\$ 41,477,730	22.36 %
2023	7,164,161	7,164,161	-	36,198,395	19.79 %
2022	6,072,376	6,072,376	-	34,180,174	17.77 %
2021	5,193,646	5,193,646	-	32,345,424	16.06 %
2020	5,173,531	5,173,531	-	32,847,147	15.75 %
2019	5,114,578	5,114,578	-	33,220,360	15.40 %
2018	4,642,954	4,642,954	-	31,540,901	14.72 %
2017	4,027,501	4,027,501	-	28,358,740	14.20 %
2016	3,815,742	3,815,742	-	27,184,949	14.04 %
2015	3,459,545	3,459,545	-	25,052,616	13.81 %

\*Amounts presented for each fiscal year were determined as of September 30.

#### Changes in assumptions

From 2023 to 2024, the payroll growth rate increased from 3.25% to 3.50%. The Mortality Improvement Scale was updated from MP-2018 to MP-2021.

#### Change in benefit terms

The District is not aware of any changes in benefit terms during the fiscal year.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

REQUIRED SUPPLEMENTARY INFORMATION (RSI)  
PENSIONS - CONTINUED

Year Ended September 30, 2024

**Schedule of the District's Proportionate Share of the Net Pension Liability - HIS Plan**

Health Insurance Subsidy Program

Last 10 Fiscal Years\*

<u>Calendar Year</u>	<u>CFTOD's Proportion of the Net Pension Liability</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability</u>	<u>CFTOD's Covered Employee Payroll</u>	<u>CFTOD's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Employee Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</u>
2024	0.09509 %	\$ 14,263,890	\$ 40,642,553	35.10 %	4.80 %
2023	0.08864 %	14,077,700	35,229,560	39.96 %	4.12 %
2022	0.09394 %	9,950,153	34,235,982	29.06 %	4.81 %
2021	0.08857 %	10,863,849	31,367,402	34.63 %	3.56 %
2020	0.09597 %	11,718,223	33,311,667	35.18 %	3.00 %
2019	0.09749 %	10,908,108	32,604,660	33.46 %	2.63 %
2018	0.09590 %	10,150,278	31,337,271	32.39 %	2.15 %
2017	0.08638 %	9,235,838	27,550,271	33.52 %	1.64 %
2016	0.08682 %	10,118,388	26,833,753	37.71 %	0.97 %
2015	0.08138 %	8,299,010	24,758,513	33.52 %	0.50 %

\*Amounts presented for each fiscal year were determined as of June 30.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## REQUIRED SUPPLEMENTARY INFORMATION (RSI) PENSIONS - CONTINUED

Year Ended September 30, 2024

### Schedule of the District's Contributions - HIS Plan

Health Insurance Subsidy Program

Last 10 Fiscal Years\*

Fiscal Year	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution	Contribution Deficiency (Excess)	CFTOD's Covered Employee Payroll	Contributions as a Percentage of Covered Employee Payroll
2024	\$ 829,555	\$ 829,555	\$ -	\$ 41,477,730	2.00 %
2023	633,993	633,993	-	36,198,395	1.75 %
2022	567,391	567,391	-	34,180,174	1.66 %
2021	536,934	536,934	-	32,345,424	1.66 %
2020	545,263	545,263	-	32,847,147	1.66 %
2019	551,458	551,458	-	33,220,360	1.66 %
2018	523,579	523,579	-	31,540,901	1.66 %
2017	470,755	470,755	-	28,358,740	1.66 %
2016	451,270	451,270	-	27,184,949	1.66 %
2015	340,982	340,982	-	25,052,616	1.36 %

\*Amounts presented for each fiscal year were determined as of September 30.

#### Changes in assumptions

From 2023 to 2024, the municipal rate used to determine total pension liability increased from 3.65% to 3.93%. The payroll growth rate increased from 3.25% to 3.50%. The Mortality Improvement Scale was updated from MP-2018 to MP-2021.

#### Change in benefit terms

The District is not aware of any changes in benefit terms during the fiscal year.



**Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the District Administrator, Deputy District Administrator, and Board of Supervisors  
Central Florida Tourism Oversight District  
Lake Buena Vista, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 24, 2025.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standard* or the Specifications.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Cherry Bekart LLP*

Orlando, Florida  
February 24, 2025



**Report of Independent Accountant on Compliance  
with Local Government Investment Policies**

To the District Administrator, Deputy District Administrator and Board of Supervisors  
Central Florida Tourism Oversight District  
Lake Buena Vista, Florida

We have examined Central Florida Tourism Oversight District's (the "District") compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2024. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the District's compliance with the specified requirements.

In our opinion, the District complied, in all material respects, with the local investment policy requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2024.

The purpose of this report is to comply with the audit requirements of Section 218.415, Florida Statutes, and Rules of the Auditor General.

*Cherry Bekaert LLP*

Orlando, Florida  
February 24, 2025



## Report of Independent Auditor on Compliance with Trust Indenture

To the Board of Supervisors  
Central Florida Tourism Oversight District  
Lake Buena Vista, Florida

We have audited, in accordance with auditing standards generally accepted in the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report, with unmodified opinions, thereon dated February 24, 2025.

In connection with our audit, nothing came to our attention that caused us to believe the District failed to comply with any of the terms, covenants, provisions, or conditions of Sections 4.01-4.03, 5.01-5.17 and 6.01-6.02 of the Trust Indenture dated November 1, 1987, as amended and supplemented, with Truist Bank, formerly Sun Bank d.b.a. SunTrust, (the "Trustee"), which assigned its rights and duties to US Bank, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's compliance with the above referenced terms, covenants, provisions, or conditions of Sections 4.01-4.03, 5.01-5.17, and 6.01-6.02 of the Trust Indenture dated November 1, 1987, as amended and supplemented, insofar as they refer to accounting matters.

This report is intended solely for the information and use of the Board of Supervisors, management of the District, and the Trustee and is not intended to be and should not be used by anyone other than these specified parties.

*Cherry Bekaert LLP*

Orlando, Florida  
February 24, 2025





## Independent Auditor's Management Letter

To the District Administrator, Deputy District Administrator and Board of Supervisors  
Central Florida Tourism Oversight District  
Lake Buena Vista, Florida

### Report of the Financial Statements

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Central Florida Tourism Oversight District (the "District"), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated February 24, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Report of Independent Accountant on Compliance with Local Government Investment Policies regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 24, 2025, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The District has included such disclosures in the notes to the financial statements. There are no component units related to this entity.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. There were no recommendations this year.

**Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District provided the following information (unaudited):

- a. The total number of District employees compensated in the last pay period of the fiscal year as 388.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District’s fiscal year as 1.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$40,642,553.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$166,026.
- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as listed below:

<b>Project Name</b>	<b>Budget</b>	<b>Inception Date</b>	<b>Expenditures to Date</b>
LED ROW	\$275,000	10/01/2023	\$109,905
KEY / CORE CONVERSION	65,000	10/01/2023	6,235
AC @ STATION 2	100,000	10/01/2023	30,200
FLEET GENERATOR	95,000	10/01/2023	69,511
SECURITY DOORS L & O	250,000	10/01/2023	193,524
LIME GATE	75,000	10/01/2023	84,036
ELEVATOR INTERIOR UPGRADE	75,000	10/01/2023	41,994
LED GARAGES	250,000	10/01/2023	-
402 POND WEIRS	250,000	10/01/2023	-
CLEARING/SNAGGING WATERWAYS	500,000	10/01/2023	224,777
S-405 REHAB	2,300,000	10/01/2023	3,892
MISC EROSION REPAIRS	300,000	10/01/2023	150,000
S-101 BY-PAS SCULVERT JOINT REPAIR	100,000	10/01/2023	60,000
BRIDGE & PEDESTALS	1,100,000	10/01/2023	928,969
FY24 MILL & RESURFACING PROGRAM	7,282,978	10/01/2023	4,835,538
GUARDRAIL REPLACEMENT PROJECT	1,222,165	10/01/2023	1,180,396
M&R GUARDRAIL DESIGN	470,000	10/01/2023	402,872
ROADWAY EROSION REPAIRS	150,000	10/01/2023	150,000
DISTRICT WIDE PAVEMENT & STRIPING EVAL	130,000	10/01/2023	-
DESIGN OVERHEAD TRUSS REPLACEMENTS	84,000	10/01/2023	-
FY24 OVERHEAD TRUSS REPLACEMENT	1,767,100	10/01/2023	-
NTERSECTION UPGRADES PROJECT	1,186,500	10/01/2023	786,732
DESIGN SIGNAL REPLACEMENT	120,000	10/01/2023	103,293
ITS COUNTERS REP. PROJECT	125,000	10/01/2023	119,984

- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes, as \$4,192,697.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the District provided the following information (unaudited):

- a. The millage rate or rates imposed by the District as 12.95.
- b. The total amount of ad valorem taxes collected by or on behalf of the District as \$189,469,297.
- c. The total amount of outstanding bonds issued by the District and the terms of such bonds as \$755,596,000.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

The purpose of this management letter is to communicate certain matters prescribed by Chapter 10.550, Rules of the Auditor General. Accordingly, this management letter is not suitable for any other purpose.

*Cherry Bekart LLP*

Orlando, Florida  
February 24, 2025