



# AGENDA

March 28, 2025  
10:30 a.m.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**March 28, 2025**  
**10:30 a.m.**

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. CONSENT AGENDA**
  - 5.1** February 28, 2025 Meeting Minutes
  - 5.2** Non-exclusive temporary easement with permanent easement with Charter Communications Holdings, LLC for underground facilities
  - 5.3** Non-exclusive temporary easement with permanent easement with Walt Disney Parks and Resorts U.S. Inc for stormwater drainage connection and canal revetment
  - 5.4** Approve Board of Appeals' appointment of Mr. Wayne Smokay
- 6. REPORTS**
  - 6.1 Management Report**
- 7. GENERAL BUSINESS**
  - 7.1** Approve award three-year continuing service contracts to seven contractors for district-wide electrical medium and low voltage services
  - 7.2** Approve award three-year contract for vehicle tire repair and maintenance services to Snider Tire, Inc. with an approximate expenditure of \$1,500,000
  - 7.3** Approve Change Order No. 7 to Contract #C005704 with Reedy Creek Energy Services (RCES) for additional engineering and construction support services for Phase II of the World Drive North Phase III project in the amount of \$1,200,000
  - 7.4** Approve authorizing the District Administrator to negotiate the terms of and execute an agreement with the Florida Department of Transportation (FDOT)

providing \$500,000 in District support for the Sunshine Corridor PD&E Study

## **8. PUBLIC HEARING**

**8.1 Resolution NO. 671 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING AND ENACTING A NEW EPCOT COMPILATION OF CODES, 2024 EDITION WHICH INCLUDES THE ACCESSIBILITY CODE, THE BUILDING CODE, THE ELECTRICAL CODE, THE ENERGY EFFICIENCY CODE, THE FUEL GAS CODE, THE MECHANICAL CODE, THE PLUMBING CODE, THE EXISTING BUILDING CODE, THE PROPERTY MAINTENANCE CODE AND THE RESIDENTIAL CODE; PROVIDING FOR THE REPEAL OF THE EPCOT COMPILATION OF CODES, 2018 EDITION; PROVIDING FOR CODIFICATION, SCRIVENOR'S ERROR, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**8.2 Resolution NO. 672 - A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT MODIFYING THE DISTRICT'S HIGH TEMPERATURE HOT WATER UTILITY RATE FOR THE REMAINDER OF FISCAL YEAR 2025; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

## **9. OTHER BUSINESS**

## **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*  
*February 28, 2025*

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

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**Min-U-Script® with Word Index**

1 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
2 BOARD OF SUPERVISORS MEETING  
3

4 \* \* \* \* \*

5  
6 LOCATION: Central Florida Tourism Oversight  
7 District  
8 1900 Hotel Plaza Boulevard  
9 Lake Buena Vista, Florida 32830

10  
11 DATE TAKEN: February 28, 2025

12 TIME: 10:37 a.m. - 11:09 a.m.

13 REPORTED BY: JOET HAWKINS, FRP  
14 Court Reporter and Notary Public  
15 State of Florida at Large  
16  
17  
18  
19  
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21  
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23  
24  
25

1 PRESENT:

2 BOARD MEMBERS: Alexis Yarbrough Chairwoman, Brian  
3 Aungst, Jr.; Bridget Ziegler, John Gilbert and Scott  
4 Workman

5 SPEAKERS: Billy Dover, District Chaplain; Eddie  
6 Fernandez, CFTOD Operational Safety Consultant;  
7 Stephanie Kopelousos, District Administrator; Craig  
8 Sandt, Principle Construction Manager; Susan  
9 Higgenbotham, Chief of Finance; Brian Liffick, CPA  
10 from Cherry Bekaert

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

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

\* \* \* \* \*

1  
2  
3 MS. CHAIRWOMAN: All right. Good morning,  
4 everybody, welcome. This is a meeting of the  
5 Board of Supervisors for the Central Florida  
6 Tourism Oversight District. That's a mouthful.  
7 Thank you for hosting us, Ms. Kopelousos. My  
8 name is Alexis Yarbrough. I have the distinct  
9 privilege as serving as Chair of this board, very  
10 excited to be here and to meet you all.

11 I wanted to first thank our outgoing  
12 supervisors, Ron Peri, Charbel Barakat and Craig  
13 Mateer for their service on this Board, and to  
14 continue to thank you all, our Supervisors,  
15 Aungst and Ziegler, for continuing to serve on  
16 this board with us, and welcoming our other two  
17 supervisors, to my right, Supervisor John Gilbert  
18 and Scott Workman, welcome. Of course, I would  
19 not be here had it not been for Governor  
20 DeSantis. I am very grateful for his trust in me  
21 to serve in this position I will take very  
22 seriously and do the best that I can to serve the  
23 District.

24 I also would like to recognize our District  
25 Administrator, Stephanie Kopelousos, who probably

1 does not wish to be recognized, but she is a  
2 great Floridian and could teach a master class in  
3 servant leadership, and it is going to be a  
4 privilege to work along side of you as well.

5 I look forward to meeting the other members  
6 of our District here today and continuing the  
7 good work that you are doing here. So with that,  
8 we should get started with our invocation. We  
9 have Billy Dover, Chaplain. Where is Mr. Dover?

10 CHAPLAIN DOVER: Walking back. I'm short.

11 MS. CHAIRWOMAN: Good morning, Mr. Dover.

12 CHAPLAIN DOVER: Good morning, ma'am, and  
13 congratulations on your position.

14 MS. CHAIRWOMAN: Thank you.

15 CHAPLAIN DOVER: It's a pleasure to be here  
16 being that I'm an old retiree from here, and I  
17 was asked to do this, and I'm honored, so thank  
18 you. One of the things that Stephanie -- usually  
19 I try to preach a little bit, but I'm not a  
20 preacher, so not really. I'm going to tell you a  
21 little story. I said, how to do you use the  
22 resources you have. The body of Christ has  
23 excellent resources and strategies the most --  
24 and they were mostly produced by organizations  
25 alone for their own unique tasks. A sense of

1 ownership is essential for agencies and churches  
2 to extensively use a resource. Our natural re --  
3 our natural mindset that was created by them for  
4 them, not by us for us. The result of actually  
5 doing something of this nature is there is a  
6 powerful resource, it has the potential to travel  
7 far and be used and adapted widely. The concept  
8 of going slow together so we can all go faster is  
9 easy to say, but emotionally and physically hard.

10 The scripture for today is Ephesians 4:16,  
11 "For whom the whole body, joined and held  
12 together by every joint, with which it is  
13 equipped when each part is working properly makes  
14 the body grow so that it builds itself up in  
15 love."

16 Let us pray. Our most gracious and only  
17 Father right now, we just want to thank you for  
18 this beautiful day, thank you for each person  
19 that is here, just continue to bless this Board,  
20 bless this organization. Dear Lord, just  
21 continue to guide each and every division head  
22 here, let them remember that we are all one, and  
23 that they -- that we must work together for the  
24 better good. Dear Lord, just continue to bless  
25 our first responders, our service personnel and

1 their families, protect them in everything that  
2 they do, protect this Board, and may everyone go  
3 home safely. For this we ask in his holy name.  
4 Amen.

5 ATTENDEES: Amen.

6 MS. CHAIRWOMAN: Thank you. I'm going to  
7 ask Chief Ferrari, would you lead us in the  
8 Pledge of Allegiance, sir.

9 CHIEF FERRARI: I pledge --

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

15 MS. CHAIRWOMAN: Thank you. All right. We  
16 are moving onto the safety minute, Mr. Fernandez.  
17 Good morning, sir, how are you?

18 MR. FERNANDEZ: Very good. How are you?

19 MS. CHAIRWOMAN: Great.

20 MR. FERNANDEZ: Thank you. Thank you Ms.  
21 Chair Yarbrough and supervisors of the Board, and  
22 to our guests and visitors. We're going to cover  
23 some important safety information like we always  
24 do before we start our Board meeting. I'd like  
25 everyone facing the front of the room to please

1 notice there are two double doors, some on your  
2 left, some on your right. In the event of an  
3 evacuation, please use those doors to exit the  
4 building. The primary entrance is the front of  
5 the building where you entered this morning, but  
6 if you follow out the left side, these double  
7 doors here will lead you out to an exit on the  
8 backside of the building and you can follow the  
9 pathway out to the front of the building. Our  
10 employees will meet at the ends of the parking  
11 lot. Please accompany them there at the ends of  
12 the parking lot until emergency personnel arrive  
13 and give us the all-clear to come back in. On  
14 your way out, if you feel comfortable enough, you  
15 can use the fire alarm pull stations that are  
16 located near the exits or the fire extinguishers  
17 that are there as well. And for your protection,  
18 we have an AED at the security desk and a  
19 first-aid kit there as well.

20 Our safety theme for this month is American  
21 heart health. Safety is not just about  
22 preventing slips, trips and falls, or about  
23 wearing the right protective gear, it also  
24 includes maintaining strong, physical health.  
25 And a part of strong, physical health is our

1 heart health. February is American heart month,  
2 a national campaign recognized by the National  
3 Safety Counsel to raise awareness about heart  
4 disease, which is the leading cause of death  
5 among American US adults throughout the country.  
6 In 2024 alone, an estimated 931,000 heart-related  
7 deaths occurred nationwide. Taking care of your  
8 heart health is essential, but in critical  
9 moments sometimes it's not enough. According to  
10 the American Heart Association, performing CPR  
11 immediately when needed can double or even triple  
12 a person's chance of survival in an  
13 out-of-hospital cardiac arrest situation.

14 Recently, a young boy's life was saved right  
15 here in the District thanks to the swift actions  
16 of his mother, cast members and our very own  
17 District Fire Department. Their quick response  
18 made all the difference. So we encourage  
19 everyone to support their heart health. We  
20 strongly encourage everyone, especially parents,  
21 to seek out CPR and AED training because the life  
22 you save could be that of your own child.  
23 Prioritizing heart health is not just a personal  
24 responsibility, it's our commitment to safety in  
25 the workplace and the community.

1 I want to welcome Chair Yarbrough,  
2 Supervisor Gilbert and Supervisor Workman,  
3 welcome to the team, and we're glad to have you.  
4 And everyone please enjoy the meeting. Thank  
5 you.

6 MS. CHAIRWOMAN: Thank you, Mr. Fernandez.  
7 Before we move into the public comment, are there  
8 any comments from anyone on the Board? Seeing  
9 none. All right. Are there any public comments?  
10 Ms. Kopelousos, none? All right. Seeing none,  
11 we can move onto the consent agenda.

12 Do we have a motion to approve the consent  
13 agenda?

14 MR. AUGNST: So moved.

15 MS. CHAIRWOMAN: Second?

16 MS. ZIEGLER: Second.

17 MS. CHAIRWOMAN: All in favor say aye.

18 THE BOARD: Aye.

19 MS. CHAIRWOMAN: Any opposed? Seeing none,  
20 consent agenda passes.

21 We're moving onto the reports. Ms.  
22 Kopelousos, good morning.

23 MS. KOPELOUSOS: Good morning, Chair. And I  
24 just want to say thank you to all of you. I know  
25 this is a volunteer job, the rest of us here gets

1       paid to be here, but thank you, thank you for  
2       your service, thank you for your support, and we  
3       look forward to showing you all of the amazing  
4       things as we go forward.

5             I just want to give just a brief update and  
6       a couple announcements. First of all, to add on  
7       to what Eddie said, we are doing for our team CPR  
8       training led by our team at the fire department,  
9       so I'd love for everyone to do it. I think we're  
10      going to do it SLT, so be warned, we're all going  
11      to have CPR training.

12            Since January, I'll just give you a couple  
13      updates, we hired eight new team members. We  
14      have quite a few vacancies out there that we're  
15      working to fill as well. The state fire marshall  
16      recently appointed our staff member Wood from  
17      Eric Ferrari's team to lead -- to be the lead  
18      instructor for the 2025 Honor Guard Academy, and  
19      he will be the lead coordinator for the Florida  
20      Fallen Firefighter Memorial. So we'll keep you  
21      all updated on that. It's a real honor to get  
22      that and we are very excited for him and just a  
23      great representation from our team.

24            I want to do a particular shout out to Susan  
25      in the finance team. As you will see in a few

1 short minutes that our audited financials were  
2 reported. That team works really hard on making  
3 sure that we see -- that we get, as I call it, a  
4 clean bill of health. And that's what we got and  
5 we're grateful, Susan, for you and your team. So  
6 we appreciate all the hard work that goes into  
7 that. And then I'm looking at Ella because Ella  
8 was part of that.

9 On February 6th, eight of our team members  
10 went and volunteered and worked on a house for  
11 Habitat for Humanity. It was quite an  
12 interesting adventure because they had an all  
13 night power test the day after that, so we had  
14 some exhausted people, but well worth it, and  
15 just appreciate what they do in our community.

16 And then just a couple quick things to give  
17 you kind of what our team does on a regular  
18 basis. The Building Department already has  
19 issued over 2,200 permits. They've processed  
20 over 3,300 plan reviews and conducted over 10,800  
21 inspections. On the environmental services team,  
22 they always stay pretty busy. They just got a  
23 new flock of chickens to do our sampling with,  
24 and they've already done about 108 different  
25 blood samples have been -- have been sampled.

1           And then when you look at 1,500 samples collected  
2           and over almost 4,000 tests conducted on those  
3           sampling from the water. A lot of work goes on  
4           here and it's really just a -- no one ever sees,  
5           no one ever pays attention to until something  
6           goes wrong, but they go a great job with quiet  
7           diligence each and every day.

8           For the new members, we're in the process of  
9           updating our comp plan, so we did a public  
10          hearing after the first of the year. Our team,  
11          led by Katherine and Lee have been meeting with  
12          lots of our stakeholders, they briefed the Two  
13          Cities, so we're in the process of updating that.  
14          We will provide you with a calendar of what's  
15          left to do before it comes back before you as a  
16          Board.

17          And always Craig, hats off to the  
18          construction team, great progress on World Drive  
19          North. That's been a project that is the gift  
20          that keeps on giving as we've been working on the  
21          utility piece, and now Craig's team is actually  
22          getting to the road part. So that's my update  
23          for today and once again, any questions or  
24          anything I can answer, I'm happy to do so.

25          MS. CHAIR: Thank you, Ms. Kopelousos. Any

1 questions? All right. Seeing none, I think Mr.  
2 Sandt, you have the item coming up here. Do we  
3 have a motion to approve Item 8.1?

4 MR. AUNGST: So move.

5 MS. CHAIRWOMAN: Second?

6 MS. ZIEGLER: Second.

7 MS. CHAIRWOMAN: All right. Mr. Sandt, do  
8 you want to tell us what this is, sir?

9 MR. SANDT: Sure. Good morning. Chairman  
10 Yarbrough, fellow members of the Board, this  
11 project, this is for the Osceola Parkway World  
12 Drive interchange resurfacing and guardrail  
13 replacement projects. Basically, this is --  
14 project involves MOT erosion control, guardrail  
15 removal and replacement, milling and resurfacing  
16 and installation of signage and pavement  
17 workings. Work areas, milling resurfacing is  
18 along the World -- I'm sorry, which is Osceola  
19 Parkway at World Drive interchange too, it's kind  
20 of a little tough to see with the exhibit,  
21 everything in yellow on the screen right there  
22 we're milling and resurfacing includes Osceola  
23 Parkway basically from World Drive to BVD, and  
24 also includes all four clover leaves of the World  
25 Drive and Osceola corridor. It's about 51,000

1 linear foot of travel lanes, or equaling 9.6  
2 miles of linear travel lane doing resurfacing on  
3 this project. It also includes some guardrail  
4 replacements, three general locations, first  
5 general locations were on the Epcot Center Drive  
6 area, there's 18 total guardrail replacement  
7 locations involved in this project, also along  
8 World Drive corridor. In the exhibit you can see  
9 some of the areas. And then finishing up in the  
10 Osceola Parkway area too. It holds about 9,295  
11 linear foot of guardrail replacement included in  
12 this project.

13 The project went out to bid by our  
14 accounting department December 9, 2024. We  
15 received four bids, Watson Civil Construction,  
16 Incorporated was the lowest responsive reasonable  
17 bidder, so what we're doing here we're requesting  
18 approval for a contract C006658 for Watson Civil  
19 Construction in the amount of \$4,868,620.  
20 Funding is derived from Planning and  
21 Engineering's planning work budget. Any  
22 thoughts?

23 MS. CHAIRWOMAN: Okay. Any questions or  
24 discussion? All right. All in favor, aye.

25 THE BOARD: Aye.

1 MS. CHAIRWOMAN: Any opposed? The motion  
2 passes. Thank you, Mr. Sandt.

3 Moving onto Item 9.1, CFO Higgenbotham.  
4 Good morning, ma'am.

5 MS. HIGGENBOTHAM: Good morning. I will be  
6 reviewing the fiscal year 2024 and all financial  
7 statements. And thank you to Stephanie for the  
8 shout out. I also want to specifically mention  
9 Heidi Powell, who compiles these statements for  
10 us, and all the members of my team every day are  
11 doing transactions that equal totaling up to this  
12 statement.

13 So our -- they used a -- our fiscal year  
14 ended on September 30, 2024. And as soon as I'm  
15 done with the highlights, I'm going to call up  
16 Brian Liffick and Justin Connelly from our  
17 auditor Cherry Bekaert to go over the audit.

18 So what do the auditors do, one of the main  
19 things they do is express an opinion on our  
20 District's financial statements. They also issue  
21 variance reports on internal control and  
22 compliance services here. For fiscal year ending  
23 2024, we do have an increase in our ending net  
24 position of \$95 million, taking us from \$630 to  
25 \$725 million. Of that \$95 million, 11 million

1 was an increase in utility operations, and  
2 84 million was an increase in the governmental  
3 activities. And this does include a \$26 million  
4 transfer on utilities to governmental for their  
5 contribution on World Drive North Phase III  
6 utility relocation.

7 Also adding to the increase in our net  
8 position is we had principle payments of \$58.4  
9 million on our long-term debt, so decreasing our  
10 long-term debt \$855 million to \$791 million. We  
11 didn't have in fiscal year '24 any other activity  
12 in our debt, no additions, no refundings. Some  
13 Board members will recall, and I come back for  
14 2025, we did issue debt in October, which will be  
15 in fiscal year 2025. Again, mostly for World  
16 Drive North Phase III.

17 The District does participate in the Florida  
18 Retirement System, and as such, we are required  
19 to record our proportionate share, which is given  
20 to us from the Florida Retirement System. And we  
21 had an increase of 6.1 million in this fiscal  
22 year, and our proportionate share of the total  
23 Florida Retirement System is .147 percent. Also,  
24 the District has an OPEB liability for their  
25 post-employment benefits, and we have an

1 actuarial calculation of this, and it had an  
2 increase from 50 million to 59 million, and our  
3 interest and investment gains of 20.7 million.  
4 And just to give you some perception on that, in  
5 fiscal year '23 we had 13.6 million, but in  
6 fiscal year '22 we actually had an investment  
7 loss of 8.8 million. So of the 20.7 million,  
8 8 million is actually interest earned, and when  
9 we have unrealized gain we have to market our  
10 investment on 9/30 and that is 12 million. This  
11 is just a five-year look of governmental general  
12 fund and debt service, tax revenue and expenses.  
13 You'll see a slight dip in '21 again, that's  
14 COVID related, and then overall you'll see just a  
15 general uptick. You might notice that the  
16 revenue taxes, which is the lighter shade of  
17 blue, is often less than the darker shade, which  
18 is our signatures, that's because each year when  
19 we have additional fund balance, we generally  
20 budget to use that up and not to just increase  
21 our fund balance.

22 Utility revenue and expenses going from five  
23 years ago from around 150 million up to this year  
24 of 200 million. And you'll actually see between  
25 '23 and '24 pretty much basically the same slight

1 increase. Total assets from the government side,  
2 958 million, the largest portion of that being  
3 infrastructure, which is our bridges, roads and  
4 our water drainage structures. And utility  
5 operations total 304 million, which their  
6 largest portion is plants and systems, things  
7 providing a service. Outstanding debt, 616  
8 million on the government side, and on the  
9 utility side 139 million.

10 And then a look at our credit ratings with a  
11 scale of Triple A being the best to D being the  
12 last, we are solid As, and we are considered good  
13 investment grade credit. Then who are the users  
14 and what do we do with this financial report. We  
15 will report to the State of Florida Auditor  
16 General, Department of Financial Services,  
17 Department of Revenue, we will also report to the  
18 SEC and EMMA, banking agencies, insurance, bond  
19 holders, investments, as well as it will be  
20 posted on our website for taxpayers and utility  
21 customers.

22 And then just looking forward at our current  
23 year, just a reminder for our 2025 budget, we did  
24 set a millage rate of 13.083 mills, just slightly  
25 up from our 24 millage of 12.95 mills. Revenues

1 total 212 million, expenditure is 218 million,  
2 and then debt service we budgeted debt service  
3 millage of 1.99, our bond requirement is 1.1, so  
4 we are budgeting to cover that.

5 And at this time I'm call up Brian and  
6 Justin.

7 MR. LIFFICK: Hello, Board members, I'm  
8 excited to be here today to discuss our audit. I  
9 know Susan got to talk about the fun stuff, the  
10 number side of things, but I'll be going through  
11 our required communication items as your external  
12 auditors. So here's our agenda for today, much  
13 of those items are required communication, I'll  
14 finish off with some of our financial reporting  
15 changes to kind of be on the lookout for future  
16 periods, but first I'll just go through our  
17 client service team.

18 As Susan mentioned myself, I'm Brian  
19 Liffick, your engagement partner overseeing all  
20 of our services we provide for the District.  
21 Also with me here today, Justin Connolly, who's  
22 sitting there next to me, he was our manager,  
23 kind of doing all the hard work, all the heavy  
24 lifting throughout the engagement. Additionally,  
25 we have Lauren Strobe, a second partner reviewer.

1 You know, it's often very important to have a  
2 second set of eyes internally on our end to just  
3 make sure that the quality is there. And then  
4 moving on, our results as Stephanie had  
5 mentioned, the good clean audit opinion, we call  
6 it an unmodified opinion, but it is for the year  
7 ended September 30, 2024. We did issue that a  
8 couple -- or a week ago that it was done in  
9 accordance with generally accepted auditing  
10 standards, as well as government auditing  
11 standards. Additionally, in the financial  
12 statement packet we do include the report on  
13 compliance with local government investment  
14 policies as required by the State, as well as the  
15 bond trust and venture compliance and the Florida  
16 Auditor General Management Letter. As it  
17 pertains to internal control documentation, we do  
18 look over that internal control documentation  
19 ensuring that we're understanding that as a basis  
20 for our auditing procedures, how we're going to  
21 attest to balances throughout the year. We do  
22 not express an opinion on that information on the  
23 effectiveness of the internal controls; however,  
24 if we do become aware of any weaknesses that  
25 would be beneficial, we do communicate those.

1           Here are the definitions of the most  
2           significant type of deficiencies in internal  
3           control. I'm happy to announce that there were  
4           no significant deficiencies or material  
5           weaknesses as a result of our procedures.  
6           Additionally, last year we did have a couple  
7           management letter comments related to best  
8           practices, and those were all conquered by the  
9           team and appropriately implemented, so hats off  
10          to them. Corrected or uncorrected misstatements,  
11          we had no uncorrected or corrected misstatements  
12          as a result of our procedures, so the financial  
13          statement numbers you have were all a result of  
14          appropriate accounting on the team's side.

15          Moving into our qualitative aspects of  
16          accounting practices, the financial statements do  
17          have within them significant accounting policies,  
18          those are disclosed in Note 1 of the financial  
19          statements, and then there were no new accounting  
20          policies adopted during the year. There was one  
21          new GASB Standard, which is your authoritative  
22          guidance for financial statements, but it dealt  
23          with corrections and errors and restatements,  
24          which there were none this year. Related party  
25          transactions and relationships, as part of our

1       audit we do evaluate the identification of the  
2       accounting for and then disclosure of any related  
3       party transactions. You'll see that disclosed  
4       within the financial statements in the -- eight  
5       there we -- on the left side you'll see our  
6       bullets of what we do related to those related  
7       parties, but there was nothing to note that was  
8       inaccurate or in noncompliance. Significant and  
9       unusual transactions, we did not note any  
10      transactions that lacked authoritative guidance.  
11      All significant transactions were included in the  
12      proper accounting period, and we noted no  
13      significant, unusual transactions. As was  
14      mentioned, there was a \$26 million transfer that  
15      was in a significant amount, but nothing unusual  
16      about that transaction, and it was all accounted  
17      for appropriately.

18             Moving onto significant estimates, most  
19      financial statements have significant estimates.  
20      Here within the bullets points you'll see the  
21      most significant estimates that impact the  
22      District's financial statements being  
23      depreciated the capital assets, the option  
24      value of fuel derivatives, fair value of the  
25      assets and the investments, and self-insurance,

1 and then the defined benefit plan, pension plan,  
2 OPEB, liabilities, deferred inflows and outflows.  
3 We do evaluate the key factors and assumptions  
4 used to develop those estimates, and we concluded  
5 that those were reasonable estimates.

6 As far as the financial statement  
7 disclosures, here you'll see the financial  
8 statements were very neutral, consistent, and  
9 clear. We had no pronouncements to implement or  
10 change any of the disclosures. I do bring  
11 attention to the most significant -- or the most  
12 sensitive disclosure that Note 8 has the related  
13 party transactions that really houses some of  
14 those unique transactions and discloses those  
15 appropriately.

16 As far as independence considerations, you  
17 do want to make sure your external auditors do  
18 maintain their independence. Here on the left  
19 you'll see we do provide assistance with  
20 preparing and tracking the subscription based  
21 information technology agreements and leases.  
22 Those were two recent accounting standards within  
23 the past two years, so we have our advisory team  
24 helping the team categorize those and report that  
25 information, but ultimately management does

1 maintain the responsibility for that information,  
2 reviews it; therefore, we do meet the full  
3 responsibilities to maintain our independence.

4 Our other required communications,  
5 difficulties or disagreements with management,  
6 I'm happy to say that Susan, Heidi and the team  
7 are very forthcoming, and all information that we  
8 needed throughout the audit was there and at our  
9 fingertips, so kudos to them. So there were no  
10 difficulties or disagreements as a result of our  
11 audit procedures.

12 Other consultations, there were no  
13 difficulties or contentious items that we needed  
14 to consult outside of our engagement team. And  
15 then management representations, we do obtain a  
16 management representation letter at the end of  
17 the audit. That was signed in accordance with  
18 the financial statement date there.

19 And then moving on, management  
20 consultations, there were no -- if management  
21 were to go to an outside accounting firm to seek  
22 their second opinion on anything, we did inquire  
23 to that, and there were no such second opinions  
24 or management consultations.

25 Other findings or issues, there were nothing

1 outside of the normal course of business that was  
2 discussed that needed to be brought up today as  
3 far as any findings or issues. Fraud or illegal  
4 acts, there were no fraud, illegal acts or  
5 violations of laws of the Florida Regulations  
6 noted in our procedures. And then finally there  
7 were no events or conditions that indicate a  
8 substantial doubt about the District's ability as  
9 a growing concern. Other matters, required  
10 self-linear information, the financial statements  
11 do contain the management discussion an analysis,  
12 as well as the information at the back of the  
13 financial statements that are required to  
14 supplement any information as required by GASB.  
15 That information we do have a separate opinion on  
16 in relation to our normal audit opinion, we do  
17 not express on or provide any assurance of the  
18 information; however, we do agree that  
19 information back to the financial statements, and  
20 that is standard practice related to those  
21 required supplementary information pieces.

22 And then finally, the last item up here  
23 today are the financial reporting changes. On  
24 the horizon we do have four new GASB standards  
25 that have been issued to this point. A couple of

1 these will not have really that much of an impact  
2 for the District, that being compensated  
3 absences, certain risk disclosures, and those are  
4 going to be next year, so we'll be just  
5 discussing with management making sure that  
6 they've conquered those and are comfortable with  
7 any changes to the numbers. GASB 103 will be in  
8 2026, that will have some changes, more to the  
9 presentation of the financial statements, so more  
10 to come on that one as we work through with  
11 management, but just putting that on the radar  
12 that that one may change some of the items in  
13 management discussion and analysis sections as  
14 well as other notes.

15 And then finally, disclosures on certain  
16 capital assets, another one that will be due in  
17 2026, more to come on that one as we discuss with  
18 management, but don't anticipate very many  
19 changes as far as the numbers are concerned.

20 And with that, I will turn it back over.  
21 Appreciate being here with you all today.

22 MS. HIGGENBOTHAM: Thank you. Any questions  
23 for Brian or myself?

24 MS. CHAIRWOMAN: Any questions? Seeing  
25 none, thank you, CFO Higgenbotham, appreciate it.

1 Thank you Mr. Liffick. Did I say it correctly?

2 MR. LIFFICK: Yes, yes, ma'am.

3 MS. CHAIRWOMAN: Thank you very much, sir.

4 Do we have a motion to accept the audit?

5 MR. AUNGST: So moved.

6 MS. CHAIRMAN: Second?

7 MS. ZIEGLER: Second.

8 MS. CHAIRMAN: Discussion? All in favor,  
9 aye.

10 THE BOARD: Aye.

11 MS. CHAIRWOMAN: Any opposed? All right.

12 It's accepted. I think we are concluded with  
13 business. Ms. Kopelousos, yes? All right. I  
14 would normally adjourn. I'm not familiar with  
15 this Board, so I'm going to look to the general  
16 counsel. Do you have a rule that requires a  
17 motion to adjourn?

18 MR. PAYNE: There is no rule. You can do it  
19 by --

20 MS. CHAIRWOMAN: All right. So we will  
21 stand adjourned then. Thank you.

22 (The meeting concluded at 11:09 a.m.)

23

24

25

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 23rd day of March, 2025.



\_\_\_\_\_  
Joet L. Hawkins, FPR

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<b>calendar</b> (1)	<b>communications</b> (1)	<b>Craig</b> (3)	<b>discussion</b> (4)
<b>call</b> (4)	<b>community</b> (2)	<b>Craig's</b> (1)	<b>disease</b> (1)
<b>campaign</b> (1)	<b>comp</b> (1)	<b>created</b> (1)	<b>distinct</b> (1)
<b>capital</b> (2)	<b>compensated</b> (1)	<b>credit</b> (2)	<b>DISTRICT</b> (17)
<b>cardiac</b> (1)	<b>compiles</b> (1)	<b>Crikis</b> (1)	<b>District's</b> (3)
<b>care</b> (1)	<b>complete</b> (1)	<b>critical</b> (1)	<b>division</b> (1)
<b>cast</b> (1)	<b>compliance</b> (3)	<b>current</b> (1)	<b>documentation</b> (2)
<b>categorize</b> (1)	<b>concept</b> (1)	<b>customers</b> (1)	<b>doing</b> (7)
<b>cause</b> (1)	<b>concern</b> (1)	< D >	<b>doors</b> (3)
<b>Center</b> (1)	<b>concerned</b> (1)	<b>darker</b> (1)	<b>double</b> (3)
<b>CENTRAL</b> (3)	<b>concluded</b> (3)	<b>DATE</b> (2)	<b>doubt</b> (1)
<b>certain</b> (2)	<b>conditions</b> (1)	<b>DATED</b> (1)	<b>Douglas</b> (1)
<b>certify</b> (1)	<b>conducted</b> (2)	<b>day</b> (5)	<b>Dover</b> (7)
<b>CFO</b> (2)	<b>congratulations</b> (1)	<b>dealt</b> (1)	<b>drainage</b> (1)
<b>CFTOD</b> (3)	<b>Connelly</b> (1)	<b>death</b> (1)	<b>Drive</b> (9)
<b>Chair</b> (5)	<b>Connolly</b> (1)	<b>Dear</b> (2)	<b>due</b> (1)
<b>Chairman</b> (3)	<b>conquered</b> (2)	<b>death</b> (1)	<b>Duncan</b> (1)
<b>Chairwoman</b> (19)	<b>consent</b> (3)	<b>deaths</b> (1)	< E >
<b>chance</b> (1)	<b>considerations</b> (1)	<b>debt</b> (8)	<b>earned</b> (1)
<b>change</b> (2)	<b>considered</b> (1)	<b>December</b> (1)	<b>easy</b> (1)
<b>changes</b> (5)	<b>consistent</b> (1)	<b>decreasing</b> (1)	<b>Eddie</b> (3)
<b>Chaplain</b> (5)	<b>Construction</b> (4)	<b>deferred</b> (1)	<b>effectiveness</b> (1)
<b>Charbel</b> (1)	<b>consult</b> (1)	<b>deficiencies</b> (2)	<b>eight</b> (3)
	<b>Consultant</b> (2)	<b>defined</b> (1)	

**Ella** (3)  
**Emergency** (2)  
**EMMA** (1)  
**emotionally** (1)  
**employees** (1)  
**encourage** (2)  
**ended** (2)  
**ends** (2)  
**engagement** (3)  
**Engineering** (1)  
**Engineering's** (1)  
**enjoy** (1)  
**ensuring** (1)  
**entered** (1)  
**entrance** (1)  
**Environmental** (2)  
**Epcot** (1)  
**Ephesians** (1)  
**equal** (1)  
**equaling** (1)  
**equipped** (1)  
**Eric** (1)  
**erosion** (1)  
**errors** (1)  
**especially** (1)  
**Esquire** (1)  
**essential** (2)  
**estimated** (1)  
**estimates** (5)  
**evacuation** (1)  
**evaluate** (2)  
**event** (1)  
**events** (1)  
**everybody** (1)  
**excellent** (1)  
**excited** (3)  
**Executive** (1)  
**exhausted** (1)  
**exhibit** (2)  
**exit** (2)  
**exits** (1)  
**expenditure** (1)  
**expenses** (2)  
**express** (3)  
**extensively** (1)  
**External** (3)  
**extinguishers** (1)  
**eyes** (1)

< F >  
**Facilities** (1)  
**facing** (1)  
**factors** (1)  
**fair** (1)  
**Fallen** (1)  
**falls** (1)  
**familiar** (1)  
**families** (1)  
**far** (5)  
**faster** (1)  
**Father** (1)  
**favor** (3)  
**February** (3)  
**feel** (1)  
**fellow** (1)  
**Fernandez** (6)  
**Ferrari** (2)  
**Ferrari's** (1)  
**fill** (1)  
**finally** (3)  
**Finance** (3)  
**Financial** (22)  
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**findings** (2)  
**fingertips** (1)  
**finish** (1)  
**finishing** (1)  
**fire** (5)  
**Firefighter** (1)  
**firm** (1)  
**first** (6)  
**first-aid** (1)  
**fiscal** (8)  
**five** (1)  
**five-year** (1)  
**flag** (1)  
**flock** (1)  
**FLORIDA** (15)  
**Floridian** (1)  
**follow** (2)  
**foot** (2)  
**foregoing** (1)  
**forthcoming** (1)  
**forward** (4)  
**four** (3)  
**FPR** (1)  
**Fraud** (2)  
**front** (3)

**FRP** (1)  
**fuel** (1)  
**full** (1)  
**fun** (1)  
**fund** (3)  
**Funding** (1)  
**future** (1)  
 < G >  
**gain** (1)  
**gains** (1)  
**GASB** (4)  
**gear** (1)  
**General** (8)  
**generally** (2)  
**getting** (1)  
**gift** (1)  
**Gilbert** (3)  
**give** (5)  
**given** (1)  
**giving** (1)  
**glad** (1)  
**go** (7)  
**God** (1)  
**goes** (3)  
**going** (13)  
**Good** (14)  
**government** (4)  
**governmental** (3)  
**Governor** (1)  
**gracious** (1)  
**grade** (1)  
**grateful** (2)  
**great** (5)  
**grow** (1)  
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**Guard** (1)  
**guardrail** (5)  
**guests** (1)  
**guidance** (2)  
**guide** (1)

< H >  
**Habitat** (1)  
**happy** (3)  
**hard** (4)  
**hats** (2)  
**HAWKINS** (3)  
**head** (1)

**health** (8)  
**hearing** (1)  
**heart** (8)  
**heart-related** (1)  
**heavy** (1)  
**Heidi** (3)  
**held** (1)  
**Hello** (1)  
**helping** (1)  
**Henley** (1)  
**Hernandez** (1)  
**Herrick** (1)  
**Hickey** (1)  
**Higginbotham** (5)  
**Higginbotham** (1)  
**highlights** (1)  
**hired** (1)  
**holders** (1)  
**holds** (1)  
**holy** (1)  
**home** (1)  
**Honor** (2)  
**honored** (1)  
**horizon** (1)  
**hosting** (1)  
**Hotel** (1)  
**house** (1)  
**houses** (1)  
**Human** (1)  
**Humanity** (1)

< I >  
**identification** (1)  
**III** (2)  
**illegal** (2)  
**immediately** (1)  
**impact** (2)  
**implement** (1)  
**implemented** (1)  
**important** (2)  
**inaccurate** (1)  
**include** (2)  
**included** (2)  
**includes** (4)  
**Incorporated** (1)  
**increase** (8)  
**independence** (3)  
**indicate** (1)  
**indivisible** (1)

<b>inflows</b> (1)	<b>&lt; L &gt;</b>	<b>Management</b> (15)	<b>net</b> (2)
<b>Information</b> (14)	<b>lacked</b> (1)	<b>Manager</b> (5)	<b>neutral</b> (1)
<b>infrastructure</b> (1)	<b>Lake</b> (1)	<b>March</b> (1)	<b>new</b> (6)
<b>inquire</b> (1)	<b>lane</b> (1)	<b>market</b> (1)	<b>night</b> (1)
<b>inspections</b> (1)	<b>lanes</b> (1)	<b>marshall</b> (1)	<b>noncompliance</b> (1)
<b>installation</b> (1)	<b>Large</b> (1)	<b>master</b> (1)	<b>normal</b> (2)
<b>instructor</b> (1)	<b>largest</b> (2)	<b>Mateer</b> (1)	<b>normally</b> (1)
<b>insurance</b> (1)	<b>Lauren</b> (1)	<b>material</b> (1)	<b>North</b> (3)
<b>interchange</b> (2)	<b>laws</b> (1)	<b>matters</b> (1)	<b>Notary</b> (2)
<b>interest</b> (2)	<b>lead</b> (5)	<b>Matthew</b> (1)	<b>Note</b> (4)
<b>interesting</b> (1)	<b>leadership</b> (1)	<b>meet</b> (3)	<b>noted</b> (2)
<b>internal</b> (5)	<b>leading</b> (1)	<b>MEETING</b> (7)	<b>notes</b> (2)
<b>internally</b> (1)	<b>leases</b> (1)	<b>member</b> (1)	<b>notice</b> (2)
<b>investment</b> (5)	<b>leaves</b> (1)	<b>MEMBERS</b> (10)	<b>number</b> (1)
<b>investments</b> (2)	<b>led</b> (2)	<b>Memorial</b> (1)	<b>numbers</b> (3)
<b>invocation</b> (1)	<b>Lee</b> (1)	<b>mention</b> (1)	<b>&lt; O &gt;</b>
<b>involved</b> (1)	<b>left</b> (5)	<b>mentioned</b> (3)	<b>Oberly</b> (1)
<b>involves</b> (1)	<b>Letter</b> (3)	<b>Michelle</b> (1)	<b>obtain</b> (1)
<b>issue</b> (3)	<b>liabilities</b> (1)	<b>Mike</b> (1)	<b>occurred</b> (1)
<b>issued</b> (2)	<b>liability</b> (1)	<b>miles</b> (1)	<b>October</b> (1)
<b>issues</b> (2)	<b>liberty</b> (1)	<b>millage</b> (3)	<b>Officer</b> (2)
<b>item</b> (4)	<b>life</b> (2)	<b>milling</b> (3)	<b>Okay</b> (1)
<b>items</b> (4)	<b>Liffick</b> (6)	<b>million</b> (27)	<b>old</b> (1)
<b>&lt; J &gt;</b>	<b>lifting</b> (1)	<b>Mills</b> (3)	<b>once</b> (1)
<b>January</b> (1)	<b>lighter</b> (1)	<b>mindset</b> (1)	<b>OPEB</b> (2)
<b>Jason</b> (1)	<b>linear</b> (3)	<b>minute</b> (1)	<b>Operational</b> (2)
<b>Jennifer</b> (1)	<b>little</b> (3)	<b>minutes</b> (1)	<b>operations</b> (2)
<b>job</b> (2)	<b>local</b> (1)	<b>misstatements</b> (2)	<b>opinion</b> (7)
<b>JOET</b> (3)	<b>located</b> (1)	<b>moments</b> (1)	<b>opinions</b> (1)
<b>John</b> (2)	<b>LOCATION</b> (1)	<b>month</b> (2)	<b>opposed</b> (3)
<b>joined</b> (1)	<b>locations</b> (3)	<b>morning</b> (10)	<b>option</b> (1)
<b>joint</b> (1)	<b>long-term</b> (2)	<b>MOT</b> (1)	<b>ORANGE</b> (1)
<b>Jr</b> (1)	<b>look</b> (7)	<b>mother</b> (1)	<b>organization</b> (1)
<b>justice</b> (1)	<b>looking</b> (2)	<b>motion</b> (5)	<b>organizations</b> (1)
<b>Justin</b> (3)	<b>lookout</b> (1)	<b>mouthful</b> (1)	<b>Osceola</b> (5)
<b>&lt; K &gt;</b>	<b>Lord</b> (2)	<b>move</b> (3)	<b>outflows</b> (1)
<b>Katherine</b> (2)	<b>loss</b> (1)	<b>moved</b> (2)	<b>outgoing</b> (1)
<b>keep</b> (1)	<b>lot</b> (3)	<b>moving</b> (7)	<b>out-of-hospital</b> (1)
<b>keeps</b> (1)	<b>lots</b> (1)	<b>&lt; N &gt;</b>	<b>outside</b> (3)
<b>key</b> (1)	<b>love</b> (2)	<b>name</b> (2)	<b>Outstanding</b> (1)
<b>Kimball</b> (1)	<b>lowest</b> (1)	<b>nation</b> (1)	<b>overall</b> (1)
<b>kind</b> (4)	<b>Luetzow</b> (1)	<b>national</b> (2)	<b>overseeing</b> (1)
<b>kit</b> (1)	<b>&lt; M &gt;</b>	<b>nationwide</b> (1)	<b>OVERSIGHT</b> (3)
<b>know</b> (3)	<b>ma'am</b> (3)	<b>natural</b> (2)	<b>ownership</b> (1)
<b>Kopelousos</b> (9)	<b>main</b> (1)	<b>nature</b> (1)	<b>&lt; P &gt;</b>
<b>kudos</b> (1)	<b>maintain</b> (3)	<b>Naylor</b> (1)	<b>packet</b> (1)
	<b>maintaining</b> (1)	<b>near</b> (1)	<b>paid</b> (1)
	<b>making</b> (2)	<b>needed</b> (4)	

**parents** (1)  
**parking** (2)  
**Parkway** (4)  
**part** (5)  
**participate** (1)  
**particular** (1)  
**parties** (1)  
**partner** (2)  
**party** (3)  
**passes** (2)  
**pathway** (1)  
**pavement** (1)  
**payments** (1)  
**Payne** (2)  
**pays** (1)  
**pension** (1)  
**people** (1)  
**percent** (1)  
**perception** (1)  
**performing** (1)  
**Peri** (1)  
**period** (1)  
**periods** (1)  
**permits** (1)  
**person** (1)  
**personal** (1)  
**personnel** (2)  
**person's** (1)  
**pertains** (1)  
**Phase** (2)  
**Phil** (1)  
**physical** (2)  
**physically** (1)  
**piece** (1)  
**pieces** (1)  
**plan** (4)  
**Planning** (3)  
**plants** (1)  
**Plaza** (1)  
**please** (4)  
**pleasure** (1)  
**Pledge** (3)  
**point** (1)  
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**policies** (3)  
**portion** (2)  
**position** (4)  
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**post-employment** (1)

**potential** (1)  
**Powell** (2)  
**power** (1)  
**powerful** (1)  
**practice** (1)  
**practices** (2)  
**pray** (1)  
**preach** (1)  
**preacher** (1)  
**preparing** (1)  
**PRESENT** (1)  
**presentation** (1)  
**pretty** (2)  
**preventing** (1)  
**primary** (1)  
**Principle** (2)  
**Prioritizing** (1)  
**privilege** (2)  
**probably** (1)  
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**process** (2)  
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**Professional** (1)  
**progress** (1)  
**project** (7)  
**projects** (1)  
**pronouncements** (1)  
**proper** (1)  
**properly** (1)  
**proportionate** (2)  
**protect** (2)  
**protection** (1)  
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**provide** (4)  
**providing** (1)  
**Public** (6)  
**pull** (1)  
**putting** (1)

**< Q >**  
**qualitative** (1)  
**quality** (1)  
**questions** (5)  
**quick** (2)  
**quiet** (1)  
**quite** (2)

**< R >**  
**radar** (1)  
**raise** (1)  
**rate** (1)  
**ratings** (1)  
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**recall** (1)  
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**recognize** (1)  
**recognized** (2)  
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**Regulations** (1)  
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**relocation** (1)  
**remember** (1)  
**reminder** (1)  
**removal** (1)  
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**REPORTED** (2)  
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**reports** (2)  
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**Retirement** (3)  
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**risk** (1)  
**road** (1)  
**roads** (1)  
**Ron** (2)  
**room** (1)  
**Roy** (1)  
**rule** (2)

**< S >**  
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**Safety** (9)  
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**Sandt** (5)  
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**saved** (1)  
**scale** (1)  
**Sciences** (1)  
**Scott** (2)  
**screen** (1)  
**scripture** (1)  
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**Second** (10)  
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**Security** (2)  
**see** (12)  
**Seeing** (5)  
**seek** (2)  
**sees** (1)  
**self-insurance** (1)  
**self-linear** (1)  
**sense** (1)  
**sensitive** (1)  
**separate** (1)  
**September** (2)  
**seriously** (1)  
**servant** (1)  
**serve** (3)  
**Service** (9)  
**services** (4)

<p> <b>serving</b> (1)  <b>set</b> (2)  <b>shade</b> (2)  <b>share</b> (2)  <b>short</b> (2)  <b>shout</b> (2)  <b>showing</b> (1)  <b>side</b> (8)  <b>signage</b> (1)  <b>signatures</b> (1)  <b>signed</b> (1)  <b>significant</b> (11)  <b>sir</b> (4)  <b>sitting</b> (1)  <b>situation</b> (1)  <b>slight</b> (2)  <b>slightly</b> (1)  <b>slips</b> (1)  <b>slow</b> (1)  <b>SLT</b> (1)  <b>solid</b> (1)  <b>soon</b> (1)  <b>sorry</b> (1)  <b>SPEAKERS</b> (1)  <b>specifically</b> (1)  <b>STAFF</b> (2)  <b>stakeholders</b> (1)  <b>stand</b> (1)  <b>Standard</b> (2)  <b>standards</b> (4)  <b>stands</b> (1)  <b>start</b> (1)  <b>started</b> (1)  <b>State</b> (6)  <b>statement</b> (5)  <b>statements</b> (14)  <b>States</b> (1)  <b>stations</b> (1)  <b>stay</b> (1)  <b>stenographic</b> (1)  <b>stenographically</b> (1)  <b>Stephanie</b> (6)  <b>story</b> (1)  <b>strategies</b> (1)  <b>strong</b> (2)  <b>strongly</b> (1)  <b>Strope</b> (1)  <b>structures</b> (1)  <b>stuff</b> (1) </p>	<p> <b>subscription</b> (1)  <b>substantial</b> (1)  <b>Supervisor</b> (3)  <b>SUPERVISORS</b> (6)  <b>supplement</b> (1)  <b>supplementary</b> (1)  <b>Support</b> (3)  <b>sure</b> (5)  <b>survival</b> (1)  <b>Susan</b> (7)  <b>swift</b> (1)  <b>System</b> (3)  <b>systems</b> (1) </p> <p>&lt; T &gt;</p> <p> <b>take</b> (1)  <b>TAKEN</b> (1)  <b>talk</b> (1)  <b>Tanya</b> (1)  <b>tasks</b> (1)  <b>tax</b> (1)  <b>taxes</b> (1)  <b>taxpayers</b> (1)  <b>teach</b> (1)  <b>team</b> (22)  <b>team's</b> (1)  <b>Technical</b> (1)  <b>technology</b> (1)  <b>tell</b> (2)  <b>test</b> (1)  <b>tests</b> (1)  <b>Thank</b> (25)  <b>thanks</b> (1)  <b>theme</b> (1)  <b>things</b> (6)  <b>think</b> (3)  <b>thoughts</b> (1)  <b>three</b> (1)  <b>Tiffany</b> (1)  <b>TIME</b> (2)  <b>today</b> (9)  <b>total</b> (5)  <b>totaling</b> (1)  <b>tough</b> (1)  <b>TOURISM</b> (3)  <b>tracking</b> (1)  <b>training</b> (3)  <b>transaction</b> (1)  <b>transactions</b> (9) </p>	<p> <b>transcript</b> (1)  <b>transfer</b> (2)  <b>travel</b> (3)  <b>triple</b> (2)  <b>trips</b> (1)  <b>true</b> (1)  <b>trust</b> (2)  <b>try</b> (1)  <b>turn</b> (1)  <b>two</b> (5)  <b>type</b> (1) </p> <p>&lt; U &gt;</p> <p> <b>ultimately</b> (1)  <b>uncorrected</b> (2)  <b>understanding</b> (1)  <b>unique</b> (2)  <b>United</b> (1)  <b>unmodified</b> (1)  <b>unrealized</b> (1)  <b>unusual</b> (3)  <b>update</b> (2)  <b>updated</b> (1)  <b>updates</b> (1)  <b>updating</b> (2)  <b>uptick</b> (1)  <b>use</b> (5)  <b>users</b> (1)  <b>usually</b> (1)  <b>utilities</b> (1)  <b>Utility</b> (8) </p> <p>&lt; V &gt;</p> <p> <b>vacancies</b> (1)  <b>value</b> (2)  <b>variance</b> (1)  <b>venture</b> (1)  <b>violations</b> (1)  <b>visitors</b> (1)  <b>Vista</b> (1)  <b>volunteer</b> (1)  <b>volunteered</b> (1) </p> <p>&lt; W &gt;</p> <p> <b>Walking</b> (1)  <b>want</b> (8)  <b>wanted</b> (1)  <b>warned</b> (1)  <b>water</b> (2) </p>	<p> <b>Watson</b> (2)  <b>way</b> (1)  <b>weaknesses</b> (2)  <b>wearing</b> (1)  <b>website</b> (1)  <b>week</b> (1)  <b>welcome</b> (4)  <b>welcoming</b> (1)  <b>well</b> (10)  <b>Wendy</b> (1)  <b>went</b> (2)  <b>We're</b> (14)  <b>we've</b> (1)  <b>widely</b> (1)  <b>wish</b> (1)  <b>Wood</b> (1)  <b>work</b> (9)  <b>worked</b> (1)  <b>working</b> (3)  <b>workings</b> (1)  <b>Workman</b> (3)  <b>workplace</b> (1)  <b>Works</b> (2)  <b>World</b> (9)  <b>worth</b> (1)  <b>wrong</b> (1) </p> <p>&lt; Y &gt;</p> <p> <b>Yarbrough</b> (5)  <b>year</b> (18)  <b>years</b> (2)  <b>yellow</b> (1)  <b>Yenni</b> (1)  <b>young</b> (1) </p> <p>&lt; Z &gt;</p> <p> <b>Ziegler</b> (5)  <b>Zupa</b> (1) </p>
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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 5.2

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Board Meeting Date: 03/28/2025

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Charter Communications Holdings, LLC.

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve of Agenda Item #5.2 Non-exclusive temporary easement with permanent easement with Charter Communications Holdings, LLC

**RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Charter Communications Holdings, LLC. is requesting permission to construct and install underground and appurtenant facilities within the portion of District property located within the easement shown in Exhibit A. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

This is a new service provider to this region of property. This service has been requested by various stakeholders, as it allows for additional market options to service the existing leases and property owners in the vicinity. This is an initial phase; currently in design is a second component that connects to this utility segment to provide some additional connections to service other properties in the vicinity.

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

**FISCAL IMPACT:** N/A – Installation and any future relocation shall be at Charter Communications Holdings, LLC. 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 **CHARTER COMMUNICATIONS HOLDINGS, LLC** Foreign Limited Liability Company, whose mailing address is 12405 Powerscourt Drive, St. Louis, Missouri 63131 (“**Grantee**”).

### W I T N E S S E T H:

**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, conduits, and appurtenant underground facilities (the “**Communication Lines**”); 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 Communication Lines 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 Communication Lines in accordance with Section 3 hereof, or (ii) **January 15, 2026**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

**3. Permanent Easement.** Promptly upon completion by Grantee of the Communication Lines, 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 Communication Lines 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 Communication Lines 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 Communication Lines 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 Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, 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 Communication Lines, 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 Communication Lines;

**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: Charter Communications Holdings, LLC  
12405 Powerscourt Drive  
Legal Department  
St Louis, Missouri 63131

**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. She 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:

**CHARTER COMMUNICATIONS HOLDINGS, LLC,**  
a Foreign Limited Liability Company

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **CHARTER COMMUNICATIONS HOLDINGS, LLC.**, a Foreign Limited Liability Company, 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"**

**Temporary Easement Area (1 of 2)**

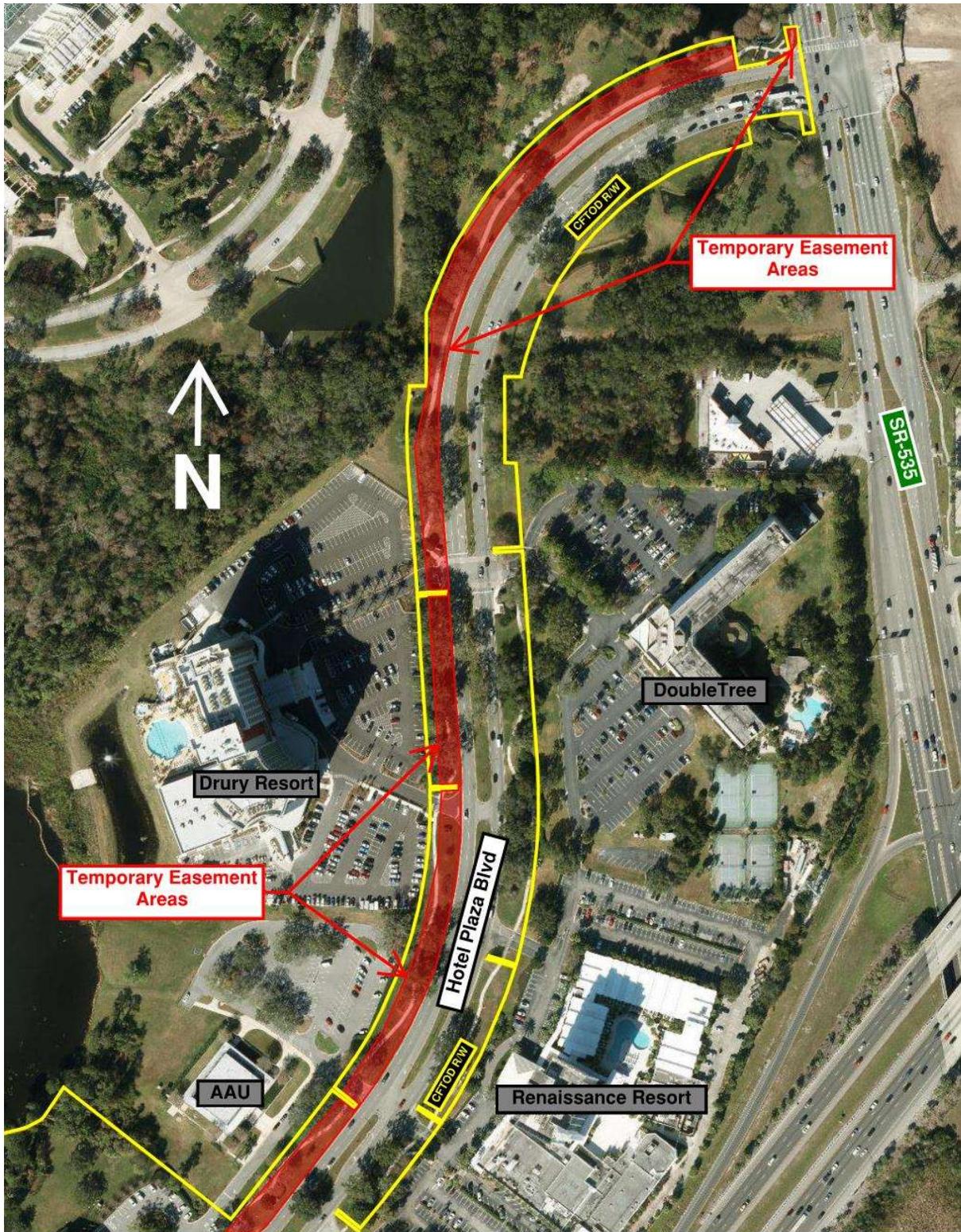


EXHIBIT "A"

Temporary Easement Area (2 of 2)

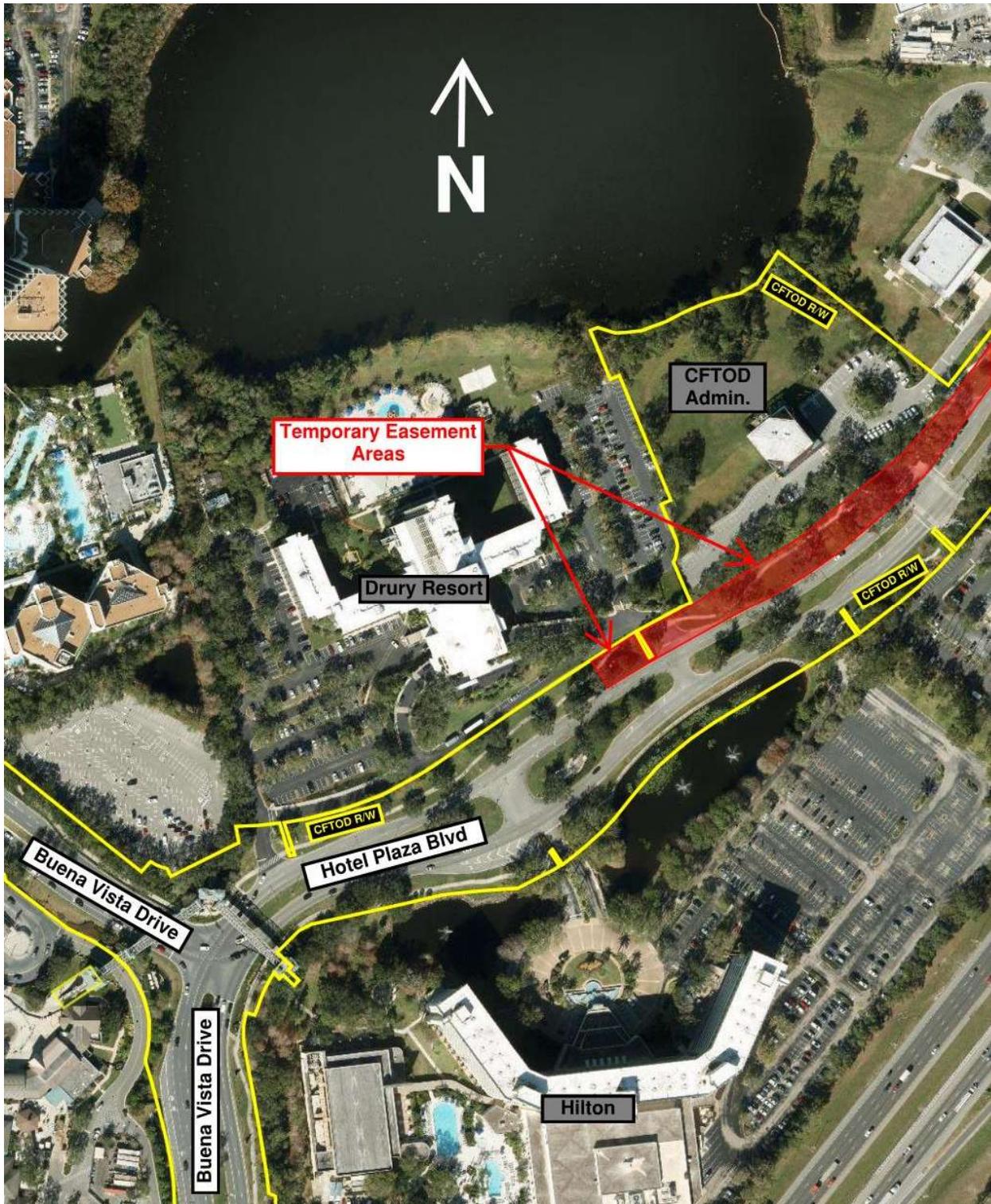


EXHIBIT "B"

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 \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("**Grantee**").

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 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: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

\_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

S. C. Kopelousos, Jr., District Administrator

\_\_\_\_\_ (Address)

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, Jr., 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:

\_\_\_\_\_

\_\_\_\_\_ (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 \_\_\_\_\_, a \_\_\_\_\_ corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He/She is  personally known to me or  produced \_\_\_\_\_ as identification.

[Notary Seal]

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

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Permanent Easement Area**

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 5.3**

**Board Meeting Date: 03/28/2025**

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Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Walt Disney Parks and Resorts U.S. Inc.

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION (Motion Ready):** Approve of Agenda Item #5.3 Non-exclusive temporary easement with permanent easement with Walt Disney Parks and Resorts U.S. Inc.

**RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Walt Disney Parks and Resorts U.S. Inc. is requesting permission to construct and install a stormwater drainage connection and associated canal revetment within District property located within the easement shown in Exhibit A. The new drainage connection provides a mechanism for stormwater discharge, leaving a stormwater facility on their property to discharge into the District's L-405 Canal. Walt Disney Parks and Resorts U.S. Inc shall be responsible for not only the initial installation, but the perpetual maintenance of the stormwater drainage connection infrastructure and associated canal revetment. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

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

**FISCAL IMPACT:** N/A – Installation, perpetual maintenance and any future relocation shall be at Walt Disney Parks and 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**”).

### W I T N E S S E T H:

**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 a stormwater drainage connection and appurtenant canal revetment (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) **May 31, 2027**. 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)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)  
**S. C. Kopelousos**, District Administrator

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 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.

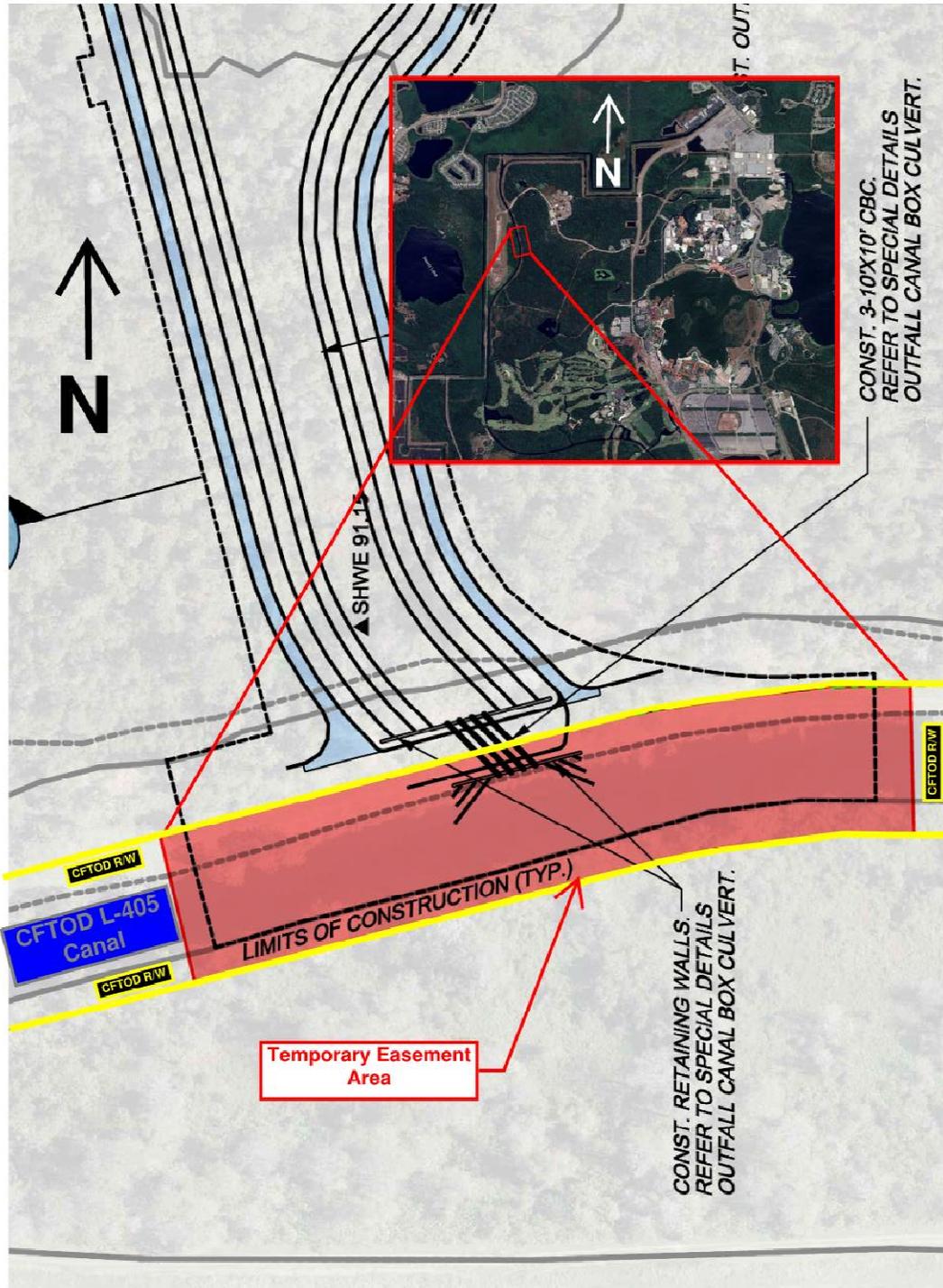
[Notary Seal]

\_\_\_\_\_  
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 5.4

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Board Meeting Date: 03/28/2025

Subject: Building & Safety Board of Appeals appointment

Presented By: Joey Rodriguez, Manager, Building Official

Department: Building & Safety

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #5.4 for Board of Appeals Appointment

**RELEVANT STRATEGIC GOALS:** Meet the requirements for a Building & Safety Board of Appeals appointment

**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

The EPCOT Building Code establishes the Board of Appeals in Section 106.

### **SECTION 106**

#### **BOARD OF APPEALS**

##### **106.1 Creation of Board of Appeals.**

(a) There is hereby established a Board to be designated the Board of Appeals, consisting of five members qualified by training and experience to rule on matters relating to building, who shall be appointed by the Chief Appointing Authority of the District. A majority of the members shall be professional engineers or registered architects. The Board shall select one of its members to serve as chairman, and the Building Official shall be an ex officio member without vote and shall act as Secretary to the Board.

(b) Whenever the Building Official shall reject or refuse to approve the manner of proposed construction, and assist in determining the suitability of alternative materials and methods of construction, the owner of such building or structure or his duly authorized agent may appeal from the decision of the Building Official to the Board of Appeals.

**106.2 Term of office.** The Chief Appointing Authority of the District shall appoint one member of the Board of Appeals for a term of one year, two members for a term of two years and two members for a term of three years; and thereafter, they shall be appointed for a term of three years. Vacancies shall be filled for an unexpired term by the Chief Appointing Authority. Absence of a member from three consecutive meetings of the Board, unless excused, shall render such member liable to immediate removal from office by the Chief Appointing Authority.

Currently, the Building & Safety Board of Appeals has an open position due to the previous member not renewing his appointment. This approval will fill that vacancy and be for a three year term.

#### **Wayne F. Smokay, AIA**

Member of the American Institute of Architects (AIA), as well as the Award of Excellence recipient from the AIA Partners in Excellence

Mr. Smokay has over 50 years of experience in the field of architecture and design. He received both his Bachelor of Science Degree and Master of Architecture Degree from the University of Michigan, the later in 1975. Mr. Smokay started his career in project management and design in the mid-70s through the 80s.

In 1986, he joined Walt Disney World in the then, Architecture & Facilities Engineering department, from which he retired in 2018 after 32 years with the company. His projects ranged throughout each Disney Park and various Hotels and Resorts throughout Disney World.

Mr. Smokay is a registered architect in the State of Florida and Texas and maintains a Playground Safety Inspector certification from the National Recreation and Park Association.

Following retirement in 2018, Mr. Smokay has continued in his career as a consultant to various architectural firms, where he continues today.

**FINDINGS AND CONCLUSIONS:** N/A

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Board of Appeals new appointment background information.

# Wayne F. Smokay, AIA

## Experience

March 2022 – PRESENT

### **GatorSkitch Architects & Planners - Consultant Architect**

- Archer City Hall - ADA Improvements - Archer, FL
- Cove Communities - The Meadows Clubhouse Renovations
- Cove Communities - Camelot East Clubhouse Expansion
- City of Mascotte - Police Dept. Renovations
- City of Tavares - Fire Station 29 Renovations

October 2018 - January 2021

### **K Paul Architects Inc. - Consultant Architect**

- WDW Epcot Center - Mission Space Renovations
- WDW Cast Breakroom Renovations - Contemporary, Boardwalk & Studios
- WDW Port Orleans Model Room Renovations

1986 – 2018

### **Walt Disney World – Architecture and Facilities Engineering – Project Architect**

*(served as both project manager and design manager)*

1980 – 1986

### **Helman Hurley Charvat Peacock / Architects Inc. – Project Management,**

*Programming and Design*

1975 – 1980

### **3D/International – Contact Documents, Design Development, Graphics, Management**

## Education / Licenses / Certifications / Honors

University of Michigan – Master of Architecture – May 1975

University of Michigan – Bachelor of Science in Architecture – May 1973

### **Licenses:**

Registered Architect – State of Florida

Registered Architect – State of Texas

### **Certifications:**

NCARB Certified – National Recreation and Park Association – Playground Safety Inspector

### **Affiliations:**

Institute America

### **Honors:**

Partners in Excellence Recipient Award of Excellence

Elected to serve as a Deacon at Faith Baptist Church, Winter Haven, FL - 2024

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.1

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Board Meeting Date: 03/28/2025

Subject: Three-Year Continuing Service Contracts for Electrical Contractor Services

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

Department: Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.1 award of three-year continuing service contracts to seven electrical contractors for district-wide medium and low voltage electrical services

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**RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** Bids released on January 24, 2025

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### **BACKGROUND:**

The District's Procurement & Contracting Department issued a Request for Proposal to electrical contractors who specialize in medium to low voltage electrical projects for continuing service for ongoing projects. The exact scope of work and scale of the services will be defined during each project initiation and issued task work order.

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

- Medium Voltage Distribution: 480V – 69kV, underground and overhead
- Directional Drilling; Underground Work: Concrete duct banks, conduit piping, manholes, splice box installation, cable pulls
- Transformers: Single and three phase, pad mount, installation of pad and chute, elbows, live front dead front, terminations and splicing
- Fiber: Fiber distribution and terminations, fiber damage and repairs
- Supply of temporary construction power
- Faulty Wiring: Repair, replace, or reroute damaged or improperly installed wiring
- Circuit Breakers: Reset or replace malfunctioning circuit breakers, and upgrade panels, as needed
- Outlet and Switches: Repair or replace faulty outlets, switches, and dimmers, ensuring proper connections and grounding
- Roadway Lighting Fixtures: Replace/repair/install light poles, lighting heads, wiring components
- Roadway Lighting Poles: Recover & re-installation of poles that have been downed

### **FINDINGS AND CONCLUSIONS:**

On January 24, 2025, Request for Proposal #C006776 was issued to the public. The solicitation was well received, and participation occurred from a qualified section of the electrical contractors servicing the Central Florida region. Seven (7) bidders responded.

The proposals were reviewed and discussed by a formal selection committee during a public meeting on March 6, 2025.

Firms that achieved a minimum score of 90 pts out of a 100 scale were awarded a contract. The awards are as follows:

<b>Electrical Contractor Services</b>		
<b>Bidder</b>	<b>Local Office</b>	<b>Type of Electrical Services</b>
Bluewater Technologies, Inc.	Orlando, FL	Low Voltage, Fiber Optic Splicing, Panel Upgrades, Commercial Power Installation, Emergency Response
MCS of Tampa, Inc.	Groveland, FL	Low Voltage, Technology Infrastructure, Telecommunications, Security, and Emergency Response
Carter Electric, Inc.	Apopka, FL	Low Voltage, Medium Voltage. Tele/ Data Work, Directional Drilling, Wiring, Circuits Breakers, Wiring, Emergency Response
Mid-State Machine and Fabricating Corp.	Lakeland, FL	Low Voltage, Medium Voltage. Directional Drilling, Underground Work, Transformers, Fiber, Wiring, Emergency Response
The Fishel Company	Groveland, FL	Low Voltage, Medium Voltage, Telecommunications, Emergency Response, Directional Drilling
Maddox Electric Company, LLC	Winter Garden, FL	Low Voltage, Medium Voltage, Cable Splicing, Directional Drilling, Transformers, Circuit Breakers, Wiring, Fiber Distribution, Emergency Response
Electrical Engineering Enterprise, Inc.	Tampa, FL	Low Voltage, Medium Voltage, Substation Construction, Transmission and Underground, Transformers, Emergency Response

**FISCAL IMPACT:**

Individual projects under the continuing contracts will be issued through task work orders. The individual task work orders will be funded from approved and budgeted funding of the District and Utility budgets and CFTOD Series Utility Revenue Bonds (Taxable)

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

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

**SUPPORT MATERIALS:**

- Contract Example
- Evaluation Score Sheets



**Central Florida Tourism Oversight District  
Electrical Contractor - Continuing Services**

**FINAL SELECTION 03/07/2025**

(Request for Proposal# C006776) Buyer: Sara Medina

Criterion	Weight	Bluewater Telecommunications				Carter Electric				Electrical Engineering Enterprise				Maddox Electric Company			
		PC	SH	TL	AVG	PC	SH	TL	AVG	PC	SH	TL	AVG	PC	SH	TL	AVG
Qualifications and Experience	35	35	34	30	33	35	34	35	34.7	30	32	33	31.7	35	34	35	34.7
Staffing Plan	10	10	8	9	9	10	9	10	9.7	10	9	10	9.7	10	9	10	9.7
References	15	15	14	12	13.7	15	14	15	14.7	15	14	14	14.3	15	14	14	14.3
Approach and Methodology	20	15	19	20	18	15	19	18	17.3	15	19	18	17.3	15	19	18	17.3
Emergency Response Mobilization Capabilities	20	15	18	20	18	20	19	20	19.7	20	18	19	19	20	19	20	19.7
<b>Preferences</b>																	
BuyLocalNow	5	0	0	0	0	5	5	5	5	0	0	0	0	0	0	0	0
Veterans	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Shorlitst Selection</b>	<b>110</b>	<b>90</b>	<b>93</b>	<b>91</b>	<b>91</b>	<b>100</b>	<b>100</b>	<b>103</b>	<b>101</b>	<b>90</b>	<b>92</b>	<b>94</b>	<b>92</b>	<b>95</b>	<b>95</b>	<b>97</b>	<b>96</b>
		<b>MCS of Tampa</b>				<b>Mid-State Machine And Fabricating</b>				<b>The Fishel Company</b>							
		PC	SH	TL	AVG	PC	SH	TL	AVG	PC	SH	TL	AVG				
		30	30	32	30.7	30	34	35	33	35	34	30	33				
		10	8	10	9.3	10	9	10	9.7	5	9	8	7.3				
		15	13	14	14	15	14	15	14.7	15	15	15	15				
		15	18	18	17	15	18	17	16.7	15	18	17	16.7				
		20	18	18	18.7	20	18	17	18.3	20	19	20	19.7				
		0	0	0	0	0	0	0	0	0	0	0	0				
		0	0	0	0	0	0	0	0	0	0	0	0				
		90	87	92	90	90	93	94	92	90	95	90	92				

**Intent to Award to Bluewater Telecommunications Inc; Carter Electric, Inc; Electrical Engineering Enterprise; Maddox Electric Company, LLC; MCS of Tampa; Mid-State Machine and Fabricating; The Fishel Company.**

ELECTRICAL CONTRACTOR - CONTINUING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of March 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 **Carter Electric, Inc.** (herein referred to as the "Contractor"), whose mailing address is 450 Marshall Lake Road, Apopka, Florida 32703.

WITNESSETH

WHEREAS, Owner has a need for electrical contractor services on a continuing and as needed basis;

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposal ("RFP") No. C006776 on January 24, 2025, for Electrical Contractor - Continuing Services;

WHEREAS, seven (7) proposers responded, and Carter Electric, Inc. was a high-ranking firm. The Contractor was subsequently selected as one of the seven intended awardees; and

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

1. **DEFINITIONS.**

A. Agreement. The Agreement is the sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be referred to throughout the Contract Documents as the "Agreement."

B. Services.

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

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

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

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

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

- A. Contract Term. This Agreement shall commence on **April 1, 2025**, and continue in effect for a term of **THREE (3) YEARS**, through and including **March 31, 2028**. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- B. Initial Request. Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A – Scope of Work** unless Owner requests scheduled or future work.
- C. Project Proposal. The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B – Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request.
- D. Task Work Orders for Projects.
- (1) Individual Projects: Contractor will be required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
  - (2) Scheduled/Future Projects: If Owner requests service for a future date and does not require the response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
  - (3) Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractors/sub-consultants, if applicable.
  - (4) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
- F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- G. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional professional services.
4. **COMPENSATION**. Owner shall compensate the Contractor for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B – Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.

- A. Applications for Payment. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.
- B. Monthly Progress Payments. The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner's Representative shall review and approve the Contractor's Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner's Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. Final Payments. Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- D. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

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

- E. Contractor shall be compensated for any Additional Services based upon the Unit Price Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs a, b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.
  - F. Owner retains the right to reduce any portion of Contractor's Services at any time.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders.
6. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**
- A. The Contractor hereby represents and warrants to the Owner that:
    - (1) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;

- (2) it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
  - (3) all equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications) and the equipment, the materials and the Work shall be of the best quality, free from faults and defects and shall strictly conform to the Contract Documents; and
  - (4) it has, by careful examination satisfied itself as to: (i) the nature, location and character of the job site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (ii) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (iv) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.
- B. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- C. WARRANTY. Contractor shall guarantee that the Work shall be free from any defects in workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE-YEAR** from the date of Final Completion for each individual project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the Owner's Representative before final payment will be authorized for that project.

## 7. **INSURANCE; INDEMNIFICATION.**

- A. The Contractor shall at its expense procure and maintain during the life of this Agreement and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
- (1) Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
  - (2) Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
  - (3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;

- (4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least \$1,000,000 per occurrence;
  - (5) If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this Agreement and is maintained for at least two (2) years following the conclusion of work.
  - (6) If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
  - (7) If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
  - (8) Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).
- C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the

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

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
9. **PROTECTION OF PERSONS AND PROPERTY.**
  - A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
  - B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
  - C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal, as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
10. **TERMINATION.** Termination of the Agreement by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the General Conditions. If the Owner terminates the Agreement pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including compensation for any additional architectural, engineering, management and administrative services, such excess shall, upon the completion of the Work, be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
11. **NOTICE.**
  - A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

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

If to Contractor: CARTER ELECTRIC, INC.  
450 Marshall Lake Road  
Apopka, Florida 32703  
Attention: Douglas A. Carter

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

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

**12. LEGAL PROCEEDINGS.**

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

**13. MISCELLANEOUS PROVISIONS.**

- A. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- B. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a

condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- C. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- D. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

**14. THE OWNER'S REPRESENTATIVE.**

- A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Kylie Canarina** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
18. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
19. **E-VERIFY COMPLIANCE.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also

require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

20. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
- A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
  - B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
    - (1) On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
    - (2) Engaged in business operations in Cuba or Syria.
  - C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
    - (1) Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
    - (2) Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.
  - D. If this Agreement is terminated by the Owner as provided in paragraph C above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
  - E. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
  - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
21. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000, and will be paid as a separate line item. In such case, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
22. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:
- Reedy Creek Energy Services ("RCES") Electrical Construction Specifications 2009 Rev.4 (Updated 09-09-2022) under the RFP# C006776 Electrical Contractor - Continuing Services at the following link <https://vendors.planetbids.com/portal/62171/bo/bo-detail/125287#>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

**23. CONTRACT DOCUMENTS.**

A. The Contract Documents, which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Work (A-1 through A-2)
- Exhibit B: Unit Price Schedule (B-1 through B- 4)
- Exhibit C: Special Contract Conditions (C-1 through C-15)
- Exhibit D: General Conditions for Construction (D-1 through D-26)
- Exhibit E: Sample Forms (E-1 through E-10)
- Exhibit F: Contractor Proposal (F-1 through F-17)
- Exhibit G: Contractor Safety Expectation - Confined Spaces (G-1 through G-3)
- Exhibit H: Project Specific Safety Plan ("PSSP") Requirements (H-1 through H-3)

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

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

OWNER  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONTRACTOR  
**CARTER ELECTRIC, INC.**

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

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

Print Name: Alexis Yarbrough

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

Title: Chairman of the Board of Supervisors

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

Date: March 28, 2025

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

**Exhibit A**  
SCOPE OF WORK  
**Contract No. C006776**

## **SECTION 1. SCOPE OF WORK OVERVIEW**

- 1.1 The Contractor shall provide specialty electrical contractor services to supply and install a wide range of services including conduit, wire, electrical fixtures, electrical devices on an as-needed and emergency basis for a three-year continuing contract term.
- 1.2 Contractor shall provide labor, materials, equipment, supervision, transportation, tools, and all other things necessary to perform typical items of work that may include, but are not limited to the following types of services.
- Medium Voltage Distribution: 480V – 69kV, underground and overhead;
  - Directional Drilling and Underground Work: Concrete duct banks, conduit piping, manholes, splice box installation, cable pulls;
  - Transformers: Single and three phase, pad mount, installation of pad and chute, elbows, live front dead front, terminations and splicing;
  - Fiber: Fiber distribution and terminations, fiber damage and repairs;
  - Supply of temporary construction power;
  - Faulty Wiring: Repair, replace, or reroute damaged or improperly installed wiring;
  - Circuit Breakers: Reset or replace malfunctioning circuit breakers, and upgrade panels as needed;
  - Outlet and Switches: Repair or replace faulty outlets, switches, and dimmers, ensuring proper connections and grounding;
  - Roadway Lighting Fixtures: Replace/repair/install light poles, lighting heads, wiring components; and
  - Roadway Lighting Poles: Recover & re-installation of poles that have been downed.

## **SECTION 2. SCOPE OF WORK**

- 2.1 Typical items of work may include, but are not limited to: intercept direct buried 15kV cable, disconnect, cut and splice new Owner-furnished 15kV cable and terminate, provide direct buried conduits, splice, splice pit and return landscaping, asphalt and concrete to its original condition. Provide Temporary Traffic Control (“TTC”) formally known as Maintenance of Traffic (“MOT”) for the duration of work.
- 2.2 The Contractor shall make available to the Owner a 24-hour “hotline” telephone number for emergencies, 365 days per year, including District recognized holidays.
- 2.3 **Required Response Time for Regular Service:**
- Contractor will respond and will be on-site no later than 24 hours after a request for service from the District.
  - Contractor will be on-site within two-hours of a call for repair.
  - Failure to adhere to this response time will be cause for contract default.
- 2.4 **Emergency Services:**
- Emergency projects may include, but are not limited to: line strikes, critical conflict relocations and offsets, and hurricane post-assessment repairs.
  - Emergency deployment includes full staff and equipment.
  - The emergency rate will be billed when Contractor is called back afterhours, with a 2-hr or less mobilization required. This rate is only allowed if the Contractor complies with arriving in 2 hours or less to the jobsite after notification. If arriving outside of that timeframe, only the afterhours rates may be charged.
  - Multiple failures to respond to calls needed within the 2-hour response is cause for contract default.

**Exhibit A**  
**SCOPE OF WORK**  
**Contract No. C006776**

- 2.5 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services.
- 2.6 Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 2.7 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.

**SECTION 3. TASK WORK ORDERS**

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

**SECTION 4. CONTRACTOR RESPONSIBILITIES**

- 4.1 Contractor must comply with confined space entry and lock out/tag out safety requirements.
- 4.2 Contractor must comply with US DOT Operator Qualifications Subpart N in 49 CFR Part 192 and Subpart G in 49 CFR Part 195.
- 4.3 The Contractor shall be fully responsible for obtaining all necessary permits required for the project.
- 4.4 Contractor shall adhere to any and all RCES Specifications as applicable to each specific project estimated for a Task Work Order.
- 4.5 Project Specific Safety Plan ("PSSP") – Contractor shall furnish and have accepted through CFTOD Safety prior to commencement of work.
- 4.6 If Contractor is providing cable splicing services, they must hold a National Cable Splicing Certification – Medium Voltage from National Cable Splicing Certification Board, Inc. ("NCSCB") to perform the work.

**End of Exhibit A**

**Exhibit B**  
**UNIT PRICE SCHEDULE**  
**Contract No. C006776**

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

**SECTION 1. LABOR RATES**

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

- **Standard** labor shall be between the hours of 7:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **Afterhours** labor shall be between the hours of 5:01 PM and 6:59 AM Eastern Standard Time, Monday through Friday, and including all hours on the weekends.
- **Emergency rate** will be billed when Contractor is called back afterhours, with a 2-hour or less mobilization required. Emergency rate will be billed when Contractor is called back afterhours, with a 2-hr or less mobilization required. This rate is only allowed if the Contractor complies with arriving in 2 hours or less to the jobsite after notification. If arriving outside of that timeframe, only the afterhours rate may be charged.
- **Overtime** will be paid at 1.5 times the utilized labor rate when workers must be on the jobsite over eight (8) hours on a call.

<b>Labor Category</b>	<b>UOM</b>	<b>Regular Rate Monday-Friday 7:00 AM-5:00 PM</b>	<b>After Hours &amp; Weekends Rate</b>	<b>Emergency Rate</b>
Underground Electrician General Foreman	HR	\$75.00	\$99.00	\$123.25
Underground Electrician Job Foreman	HR	\$72.00	\$95.00	\$118.00
Underground Journeyman Electrician	HR	\$65.50	\$85.75	\$106.50
Underground Apprentice Electrician	HR	\$50.50	\$68.00	\$85.75
High Voltage Electrician	HR	\$65.50	\$85.75	\$106.50
Medium Voltage Electrician	HR	\$65.50	\$85.75	\$106.50
Low Voltage Electrician	HR	\$65.50	\$85.75	\$106.50
Cable Splicer	HR	\$90.00	\$120.00	\$145.50
Fiber Electrician	HR	\$75.00	\$99.00	\$123.25
Roadway Lighting Electrician	HR	\$75.00	\$99.00	\$123.25
RW Lighting Tech	HR	\$75.00	\$99.00	\$123.25
RW Lighting Groundman	HR	\$50.50	\$68.00	\$85.75
Foreman	HR	\$72.00	\$95.00	\$118.00
Heavy Equipment Operator	HR	\$72.00	\$95.00	\$118.00
Laborer	HR	\$33.50	\$54.50	\$68.00
Equipment Operator	HR	\$75.00	\$95.00	\$118.00
Operator Safety Superintendent (Safety Super over all crews)	HR	\$86.75	\$115.50	\$145.00

**Exhibit B**  
**UNIT PRICE SCHEDULE**  
**Contract No. C006776**

**SECTION 2. PARTS AND MATERIALS MARK-UP**

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

**SECTION 3. EQUIPMENT RATES**

The table below lists each type of equipment to be utilized in the performance of the Work and the hourly, daily, weekly and monthly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly, daily, weekly or monthly basis, as applicable, multiplied by the corresponding rate.

The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. 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.

<b>Equipment Description</b>	<b>Hourly rate</b>	<b>Daily rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Pick-Up Truck	\$19.00	\$133.00	\$532.00	\$1,596.00
<i>Truck - 3/4 Ton</i>	\$24.00	\$168.00	\$672.00	\$2,016.00
Truck - 1 Ton	\$26.00	\$182.00	\$728.00	\$2,184.00
Truck - Liftgate 3 Ton	\$28.00	\$196.00	\$784.00	\$2,352.00
Van - Service	\$25.00	\$175.00	\$700.00	\$2,100.00
Car - Ford Maverick	\$15.00	\$105.00	\$420.00	\$1,260.00
Fleet Service Truck	\$75.00	\$525.00	\$2,100.00	\$6,300.00
Line Truck/Digger Truck	\$115.00	\$805.00	\$3,220.00	\$9,660.00
Line/Derrick Truck	\$115.00	\$805.00	\$3,220.00	\$9,660.00
Bucket Truck - 41 ft	\$55.00	\$385.00	\$1,540.00	\$4,620.00
Bucket Truck - 65 ft	\$95.00	\$665.00	\$2,660.00	\$7,980.00
Material Trailer	\$10.00	\$70.00	\$280.00	\$840.00
Pole Trailer	\$11.00	\$77.00	\$308.00	\$924.00
Dump Trailer	\$13.00	\$91.00	\$364.00	\$1,092.00
Equipment Trailer	\$12.00	\$84.00	\$336.00	\$1,008.00

**Exhibit B**  
**UNIT PRICE SCHEDULE**  
**Contract No. C006776**

<b>Equipment Description</b>	<b>Hourly rate</b>	<b>Daily rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Trailer - Flat Deck 10 Ton	\$12.00	\$84.00	\$336.00	\$1,008.00
Trailer - Flat Deck 20 Ton	\$15.00	\$105.00	\$420.00	\$1,260.00
Trailer - Vac Excavate Small	\$35.00	\$245.00	\$980.00	\$2,940.00
Trailer - Vac Excavate Large	\$85.00	\$595.00	\$2,380.00	\$7,140.00
Tensioner/Puller (Reel trailer)	\$35.00	\$245.00	\$980.00	\$2,940.00
Cat Telehandler Forklift	\$65.00	\$455.00	\$1,820.00	\$5,460.00
Forklift Solid Tire - 5K lbs.	\$14.00	\$98.00	\$392.00	\$1,176.00
Trencher Ride-On	\$68.00	\$476.00	\$1,904.00	\$5,712.00
Fuel Trailer (for Equipment Fueling)	\$35.00	\$245.00	\$980.00	\$2,940.00
Utility Cart - 4x4	\$12.00	\$84.00	\$336.00	\$1,008.00
Backhoe	\$65.00	\$455.00	\$1,820.00	\$5,460.00
Mini-Excavator (9K machine)	\$40.00	\$280.00	\$1,120.00	\$3,360.00
Large Excavator (50K+ machine)	\$125.00	\$875.00	\$3,500.00	\$10,500.00
Rubber Tire Backhoe	\$65.00	\$455.00	\$1,820.00	\$5,460.00
Loader - 3 YD	\$55.00	\$385.00	\$1,540.00	\$4,620.00
Skid Steer Loader	\$60.00	\$420.00	\$1,680.00	\$5,040.00
Tamper Compactor (small plate)	\$9.50	\$66.50	\$266.00	\$798.00
Compressor - 185CFM	\$21.00	\$147.00	\$588.00	\$1,764.00
Mud Hog	\$8.00	\$56.00	\$224.00	\$672.00
Manhole Safety Equipment	\$9.00	\$63.00	\$252.00	\$756.00
Manhole Blower	<i>Included in manhole safety equipment</i>			
Electric Chipping Hammer	\$7.00	\$49.00	\$196.00	\$588.00
Centrifugal Pump - 3"	\$8.00	\$56.00	\$224.00	\$672.00
Cut-Off Saw	\$9.00	\$63.00	\$252.00	\$756.00
3M Dynatel Locator	\$8.00	\$56.00	\$224.00	\$672.00
Fiberglass Duct Rodder	\$4.00	\$28.00	\$112.00	\$336.00
Gang Box	\$1.25	\$8.75	\$35.00	\$105.00
Tri Stand Vise	\$0.75	\$5.25	\$21.00	\$63.00
Torque Wrench	\$1.10	\$7.70	\$30.80	\$92.40
Roto Hammer Drill	\$1.60	\$11.20	\$44.80	\$134.40
Electric Core Drill & Bit	\$6.00	\$42.00	\$168.00	\$504.00
Ridgid 300 Threader	\$9.00	\$63.00	\$252.00	\$756.00
Porta Band Saw	\$1.75	\$12.25	\$49.00	\$147.00
Ridgid 1224 Threader	\$15.25	\$106.75	\$427.00	\$1,281.00
555 or 855 Bender	\$12.00	\$84.00	\$336.00	\$1,008.00
Chicago Bender	\$5.50	\$38.50	\$154.00	\$462.00
881 Table Bender Hyd.	\$15.00	\$105.00	\$420.00	\$1,260.00
Hydraulic Hypress Tool & Die	\$8.50	\$59.50	\$238.00	\$714.00
Reel Jacks and Arbor Set	\$1.25	\$8.75	\$35.00	\$105.00
Cable Tugger	\$12.50	\$87.50	\$350.00	\$1,050.00
Megger - 1000V	\$2.25	\$15.75	\$63.00	\$189.00
Phase Rotation Meter	\$1.50	\$10.50	\$42.00	\$126.00
Light Photometrics Meter	\$1.50	\$10.50	\$42.00	\$126.00
Infrared Meter	\$1.50	\$10.50	\$42.00	\$126.00

**Exhibit B**  
UNIT PRICE SCHEDULE  
**Contract No. C006776**

<b>Equipment Description</b>	<b>Hourly rate</b>	<b>Daily rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Recording Amprobe	\$8.00	\$56.00	\$224.00	\$672.00
Concrete Saw	\$9.00	\$63.00	\$252.00	\$756.00
Generator - 6600 Watt	\$8.00	\$56.00	\$224.00	\$672.00
Light Plant	\$24.00	\$168.00	\$672.00	\$2,016.00
Light Tower	\$24.00	\$168.00	\$672.00	\$2,016.00
IR Camera	\$12.00	\$84.00	\$336.00	\$1,008.00

**End of Exhibit B**

**Exhibit C**  
SPECIAL CONTRACT CONDITIONS  
MARCH 2024 EDITION  
**Contract No. C006776**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT – SPECIAL CONTRACT CONDITIONS

Table of Contents:

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

(i) Definitions:

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

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

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

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

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

**Exhibit C**  
SPECIAL CONTRACT CONDITIONS  
MARCH 2024 EDITION  
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All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. RESERVED.**

**IV. ASBESTOS/CADMIUM OR LEAD/CFCs**

**A. ASBESTOS**

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

**B. CADMIUM and/or LEAD**

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

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

**C. CHLOROFLUOROCARBONS ("CFCs")**

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

**D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS**

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

**V. CONFINED SPACES**

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

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

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

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

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

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

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

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

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

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**VII. ELECTRICAL SAFETY POLICY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or

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

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

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

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

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

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

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

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

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

#### **X. AERIAL WORK PLATFORMS ("AWP")**

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

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

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

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

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

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

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

## XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

## XII. TRENCHING AND EXCAVATION

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

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

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

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

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

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

## XIII. UTILITY LOCATES

### *Routine Locate Tickets*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets.*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

#### XIV. MOBILE CRANES

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

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

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

#### XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

#### XVI. DIVING OPERATIONS

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

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The Dive Plan shall include the following:

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

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

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

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

**End of Exhibit C**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
GENERAL CONDITIONS FOR CONSTRUCTION

**ARTICLE 1 - DEFINITIONS**

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

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

**ARTICLE 2 - THE CONTRACT DOCUMENTS**

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

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

**ARTICLE 3 - OWNER**

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

**ARTICLE 4 - THE OWNER'S REPRESENTATIVE**

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

**ARTICLE 5 - CONTRACTOR**

- 5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Section 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's

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appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1. shall in any way limit the effects of Section 6 of the Agreement.

**5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.**

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

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

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

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

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

**5.3. MATERIALS AND EQUIPMENT.**

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

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

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

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

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

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

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

**ARTICLE 6 - SUBCONTRACTORS**

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

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

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

**ARTICLE 7 - SEPARATE CONTRACTS**

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

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which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

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

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

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

**ARTICLE 8 - TIME**

**8.1. DEFINITIONS.**

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

**8.2. PROGRESS AND COMPLETION; SCHEDULING.**

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

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

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

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damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.

- 8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).
- 8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.
- 8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime,

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extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

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

**ARTICLE 9 - PAYMENTS AND COMPLETION**

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

- 9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.
- 9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.
- 9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

- 9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).
- 9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means,

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methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

- 9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- 9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.
- 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.
- 9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.
- 9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.
- 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.
- 9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance

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

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

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

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

10.1. **RESPONSIBILITY FOR SAFETY AND HEALTH.**

- 10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and

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

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

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assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

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

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

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

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

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

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

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

**ARTICLE 11 - INSURANCE; INDEMNIFICATION**

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

**ARTICLE 12 - CHANGES IN THE WORK**

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

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

- 12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing or Scope of Work. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both.
- 12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to

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

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.
- 12.5. AUDIT RIGHTS. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the Work, all of which each of them shall maintain for a period of at least four (4) years from and after the Date of Substantial Completion. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, in accordance with generally accepted accounting standards, within three (3) days following notification to the Contractor of the Owner's intent to audit, failing which any claims for an increase in the Contract Sum and/or extension of the Contract Time, as applicable, shall be waived.

**ARTICLE 13 - CLAIMS**

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

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

**13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.**

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

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

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

**14.1. UNCOVERING OF WORK.**

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

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

14.2. CORRECTION OF WORK.

- 14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- 14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.
- 14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.
- 14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.
- 14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Agreement or by any warranty or guarantee under this Agreement.
- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and

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

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

#### **ARTICLE 15 - TERMINATION OF CONTRACT**

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

- 15.2. TERMINATION BY OWNER FOR CAUSE.

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

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

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

**ARTICLE 16 - MISCELLANEOUS PROVISIONS**

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

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- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.
- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Reedy Creek Improvement District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.
- 16.7. **USE OF OWNER'S NAME/CONFIDENTIALITY.** Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to

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express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

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

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

**ARTICLE 17 - NON-DISCRIMINATORY EMPLOYMENT PRACTICES**

17.1. POLICIES OF EMPLOYMENT. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

17.2. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to non-discriminatory employment practices which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to comply with non-discriminatory employment practices and provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

**END OF EXHIBIT D**

**Exhibit E**  
SAMPLE FORMS  
**Contract No. C006776**

**THIS EXHIBIT CONTAINS THE FOLLOWING:**

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

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**OWNER:**

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

**CONTRACTOR:**

CARTER ELECTRIC, INC.  
450 Marshall Lake Road  
Apopka, Florida 32703 (hereinafter "Contractor")

**SURETY:**

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

\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: \_\_\_\_\_  
Contract No. C006776  
Project: Electrical Contractor - Continuing Services Agreement

Legal Description or Street Address of the Individual Project (s): \_\_\_\_\_  
\_\_\_\_\_.

Contract Sum: \_\_\_\_\_ (\$ \_\_\_\_\_) (hereinafter "Contract")

**BOND:**

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

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

shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

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

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

**CONTRACTOR:**  
CARTER ELECTRIC, INC.

**SURETY:**

[SEAL]

[SEAL]

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PERFORMANCE BOND**

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**OWNER:**

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

**CONTRACTOR:**

CARTER ELECTRIC, INC.  
450 Marshall Lake Road  
Apopka, Florida 32703 (hereinafter "Contractor")

**SURETY:**

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

\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: \_\_\_\_\_  
Contract No. C006776  
Project: Electrical Contractor - Continuing Services Agreement

Legal Description or Street Address of the Individual Project(s): \_\_\_\_\_  
\_\_\_\_\_.

Contract Sum: \_\_\_\_\_ (\$ \_\_\_\_\_) (hereinafter "Contract")

**BOND:**

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

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

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

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

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

**CONTRACTOR:**  
CARTER ELECTRIC, 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 # C006776  
Payment Req. No.: \_\_\_\_\_

Dear Sir or Madam:

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

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

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

Sincerely,

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature of Attorney-in-Fact

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

**DUAL OBLIGEE RIDER**

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

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

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

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

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

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

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

**Carter Electric, Inc.**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

**DIRECTIVE NO.**

CONTRACT NO: C006776

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

PROJECT: ELECTRICAL CONTRACTOR - CONTINUING SERVICES AGREEMENT

TASK WORK ORDER NUMBER: \_\_\_\_\_

CONTRACTOR: CARTER ELECTRIC, INC.

ATTACHMENTS:

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

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

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

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

Accepted:

\_\_\_\_\_  
Contractor: Carter Electric, Inc.      Date

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

CONTRACTOR: Carter Electric, Inc.  
CONTRACT NUMBER: C006776  
CHANGE ORDER NO. (Insert C.O. Number)

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CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006776  
PROJECT: ELECTRICAL CONTRACTOR- CONTINUING SERVICES AGREEMENT  
CONTRACTOR: CARTER ELECTRIC, INC.

Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, this is to certify that the Work under the above referenced Agreement has been substantially completed on \_\_\_\_\_ (insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.8 of said General Conditions).

As provided in Section 9.4.1 of the General Conditions for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

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

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

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

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# \_\_\_\_\_

WORK ORDER NUMBER # \_\_\_\_\_

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

\_\_\_\_\_  
Contracting Officer  
Approval/Initials

**Project Title:**

To:

Attn: \_\_\_\_\_

FUNDING SOURCE: \_\_\_\_\_

EXPENDITURE  
ACCOUNT NUMBER(s):

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

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Director or Designee

END OF EXHIBIT E

## **Exhibit F - Contractor Proposal**

### **CARTER ELECTRIC, INC.**

### **GENERAL INFORMATION**

Main Office – 450 Marshall Lake Rd, Apopka Florida 32703, phone 407-814-2677

Tampa Office – 4409 N. Thatcher Ave Tampa Florida 33614, phone 407-814-2677

Taxpayer I.D #1055584

Company Principal: Douglas A Carter, EC13001224, [doug@carter-electric.com](mailto:doug@carter-electric.com), cell 407-466-7801.

Carter Electric, Inc. (CEI) was started in 2003 by Doug Carter with the belief that if you take care of your customers, and take care of your people, the rest will take care of itself. Doug completed the IBEW Joint Apprenticeship and Training in 1989 and has been working in the trade since then. Carter Electric's motto is done right the first time, on time, every time. To date CEI has never failed to meet a deadline for the completion of a project.

Since 2003 CEI has been a reliable resource for CFTOD (formerly Reedy Creek Improvement District), Reedy Creek Energy Services, Walt Disney World, Walt Disney Imagineering, and numerous general and specialty contractors working in and around Central Florida. CEI has also been heavily relied on for assistance by CFTOD, City of Tampa, and several other entities for services related to hurricane preparedness and recovery.

CEI is a full-service electrical contractor, from low voltage tele/data work to medium voltage service, repairs, installations and maintenance, we can handle it all. CEI has a staff of over 35 full time office personnel as well as over 200 on payroll field employees. CEI has a service dept with on call technicians in well stocked service vehicles ready to answer the call when service is needed, 24 hours a day, 7 days a week, 365 days a year.

Time is money for both CEI and our clients, and labor is the most expensive aspect of most jobs. CEI heavily invests in state of the art vehicles, tools and equipment to get the projects done timely. We currently have a fleet of over 150 trucks, trailers, and other pieces of heavy equipment necessary to complete most any project. We also have an on-staff fleet mechanic with a state of the art mechanics truck to maintain our fleet and keep our vehicles and equipment up and running.

## Exhibit F - Contractor Proposal

### Qualifications & Experience

Doug Carter – President – 407-466-7801 – [doug@carter-electric.com](mailto:doug@carter-electric.com) Over 40 years of electrical experience, 35 years of which have been in one way or the other working within the district. In the late 80's I was doing work for Reedy Creek on projects such as the EPCOT water bridge and the utility re-alignment for the Contemporary Convention Center. Since 2003 I have performed or overseen hundreds of projects for CFTOD (RCID), RCES, WDW, and WDI on property.

Scott Urban – Operations Director – 407-402-6160 – [scott.urban@carter-electric.com](mailto:scott.urban@carter-electric.com) - Scott has worked with CFTOD (RCID), RCES, WDW, and WDI for over 20 years. Scott currently oversees my Civil/DOT/MV/& Traffic Signal/Roadway Lighting division. Scott's determination to “get it done” is unparalleled.

### Staffing Plan

Anthony Sanchez – Project Manager – 407-235-8195 – [anthony.sanchez@carter-electric.com](mailto:anthony.sanchez@carter-electric.com) - NCSCB Certified Splicer – See resume and splicing certification.

Brian Kolker – Project Manager – 407-398-4426 – [brian@carter-electric.com](mailto:brian@carter-electric.com) – Brian has been with me for over 15 years, he is set to retire later this year, he will be missed. Brian will be replaced by Rob Adamek as the “day to day” project manager for the CFTOD facilities team. See resume.

Rob Adamek – Project Manager – 407-686-3209 – [rob.adamek@carter-electric.com](mailto:rob.adamek@carter-electric.com) – Rob has been working with the CFTOD facilities team for the past several years. Rob has been training under Brian for the past several months to take on the role of project manager once Brian retires. See resume.

Andy Rutledge – Project Manager – 407-402-6053 – [andy.rutledge@carter-electric.com](mailto:andy.rutledge@carter-electric.com) – See resume

Jeff Jones – Field Foreman – 407-703-6072 – [jeff.jones@carter-electric.com](mailto:jeff.jones@carter-electric.com) – Jeff has been with us for over 14 years. Jeff takes care of the daily work orders for roadway lighting and electrical maintenance of all facilities within the district. See resume

Along with Anthony CEI has 2 other NCSCB certified cable splicers, Brad Edmunson and Chris Collison, their certification cards are attached.

**Subcontractors**

Atlantic Directional Drilling

Allen & Company for surveying

AATC for MOT

**PROJECT APPROACH & METHODOLOGY**

CEI can perform the following services related to the requested scope of work:

Underground Medium Voltage Distribution, self-performed, we do not do overhead distribution.

Underground Work, self perform all other underground work, Directional Drilling performed by subcontractor, normally Atlantic Directional Drilling.

Transformers, supply and install all sizes of single and three phase transformers including pads, chutes, elbows and terminations required, live or dead front.

Fiber, self performed, supply and install fiber cable and terminations and equipment.

Supply of temporary construction power and lighting, self-performed.

Faulty wiring, self-performed, capable of repair, replace, or reroute damaged or faulty wiring.

Circuit breakers, self-performed, capable of repair, replacement, re-setting breakers or replacement of entire panels or switchgear.

Outlets and switches, self-performed, capable or repair, replacement or programming of switches, outlets, dimmers, and related components.

Roadway lighting poles, self-performed, capable of repairs and replacement of all roadway or parking lot fixtures.

Roadway lighting poles, self-performed, capable of recovering struck poles, safing off circuits, and re-installing poles and bases as necessary to maintain required lighting levels for roadways and parking lots.

The objective to our approach is simply stated: The employees of Carter Electric, Inc. will work jointly with Central Florida Tourism Oversight District to perform the services requested as quickly as possible with the least amount of disruption to the client and the public. We are known to be proactive and plan well to avoid delays and complete the work as soon as possible.

Key components to our approach are as follows:

## Exhibit F - Contractor Proposal

1. After receipt of work authorization or directive, discuss with CEI team anticipated possible situations that may require outages, MOT's or off-hours scheduled work to meet end user operating hours and not impact guests or the public. This would include utility conflicts, product delivery, design error, work requirements by the client, and weather conditions.
2. The Project Manager discusses project with designated representative of the district or RCES and relays concerns or constraints discussed with CEI team. If necessary, a site walk is planned with the district and any other necessary stakeholders of the proposed work.

Step 3: Project Manager develops a proposed schedule for the work to be done taking into consideration any schedule constraints given by the district or other stakeholders and reviews with the district or RCES.

Step 4: Project Manager calls in utility 811 locates, if required. The Project Manager would also schedule and coordinate any MOT, if required for the work.

Step 5: The Project Manager will order any necessary materials and inform the district or RCES of any lead time issues.

Step 6: Once we mobilize on the site and commence the work, the communication will be between the Project Manager, Project Foreman and the district or RCES to ensure there are no broken lines of communication regarding keeping the project within budget, on-time and safe.

Step 7: If required, work with RCES to schedule and coordinate any required utility outages to perform the work.

Step 8: Once the work is completed, walk the project site with the appropriate stakeholders to ensure they are satisfied with the work performed and that the area is left in as good of condition or better than when we started the work.

# Robert A. Sanchez

Project Manager

 Apopka, FL, 32703

 (407) 235-8195

 Anthony.sanchez@carter-electric.com

Project Manager bringing over 16 years of experience and a successful background in construction. Demonstrated success in leading teams, managing resources, and ensuring project completion. Proficient in strategic planning, resource allocation, and risk management.

## Certifications

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National Cable Splicing Certification (NCSCB)	■ ■ ■ ■ ■
OSHA 10 and OSHA 30	■ ■ ■ ■ ■
Confined Space	■ ■ ■ ■ ■
Scaffold Safety	■ ■ ■ ■ ■
Logout/Tagout	■ ■ ■ ■ ■
NCCCO Certified Digger Derrick Operator	■ ■ ■ ■ ■
Class A CDL	■ ■ ■ ■ ■

## Work History

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2013 - Current

### **Project Manager**

*Carter Electric Inc, Apopka, FL*

- Lead various projects, managing crews and coordinating with management and customers.
- Create project schedules, RFI's, submittals, and order materials.
- Estimate and bid projects, and material take-off and pricing.
- Track projects and manage billings.

### **Electrical Apprentice** (2009-2013)

*Ermco of Florida, Orlando, FL*

## **Exhibit F - Contractor Proposal**

- Constructed duct bank systems, pulled medium voltage cables, and installed electrical manholes
- Installed medium voltage gear and performed inside electrical work on various projects.
- Gained comprehensive experience in medium voltage and inside electrical systems.

### **Heavy Equipment Operator (2005-2009)**

Osceola Trucking and Grading, Geneva, FL

- Operated heavy equipment including front-end loaders and skid steers.
- Conducted land clearing, building pad construction, and grading for roads, parking lots, and yards.
- Ensured adherence to safety protocols and project specifications.

### **Laborer/Heavy Equipment Operator (2004-2005)**

Asby Inc., Geneva, FL

- Installed underground utilities such as storm drain systems, water lines, and sanitary sewer lines.
- Operated heavy equipment including front-end loaders, excavators, and skid steers.
- Gained experience in utility installation and heavy equipment operation.



## **Education**

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### **Journeyman Wireman Inside Electrical**

*Central Florida Electrical NJATC*

### **High School Diploma**

*Oviedo High School, Oviedo, FL*

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# Brian Kolker

Project Manager

 Apopka, FL, 32703

 (407) 398-4426

 brian@carter-electric.com

Project Manager bringing over 40 years of experience and a successful background in construction in various positions. Highly effective understanding of safety, scheduling. Focused on completing jobs on time and meeting quality standards by motivating workers.



## Certifications

Journeyman's License '1987



OSHA 10-30



NEPF 70 Arch Flash Training



CPR Certified



Lock out – Tag out



## Work History

2009 - Current

### Project Manager

*Carter Electric Inc, Apopka, FL*

- Supervise crew of operators and maintain safe, efficient, and structured work environment
- Review all job hazard analysis, daily job journals and material inventory.
- Maintain electronic as-builts
- Perform surveying duties of making precise measurements to determine boundaries for each project, generate reports, inspections and communicate information to the team.
- Enforced production safety and quality by supporting leadership in determining solutions for process issues and inefficiencies.
- Oversee large-scale projects from estimating to close-out.

**Journeyman Wireman** (2008-2009)

Exxon Mobile Refinery

- Installed, repaired electrical systems and equipment.
- Ensuring safety, quality, and health standards are met.
- Conduct weekly safety meetings
- Complete daily job hazard analysis and daily job journals
- Attend weekly safety meetings and project scheduling meetings
- Resolved team and client challenges with proactive and actionable solutions

**Service Technician** (1996-2008)

Ermco Electric, Inc.

- Installed, repaired electrical systems and equipment.
- Utilized blueprints to find and repair faults in electrical apparatus and circuits.
- Ensuring safety, quality, and health standards are met.
- Complete daily job hazard analysis and daily job journals
- Attend weekly safety meetings and project scheduling meetings

**Journeyman Wireman** (1983-1996)

Service Electric

- Installed, repaired electrical systems and equipment.
- Utilized blueprints to find and repair faults in electrical apparatus and circuits.
- Ensuring safety, quality, and health standards are met.
- Complete daily job hazard analysis and daily job journals
- Attend weekly safety meetings and project scheduling meetings

 **Education**

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**5-year Electrical Apprenticeship**

*IBEW Local 606, Orlando, FL*

**High School Diploma**

*Eau Gallie High School, Melbourne, FL*

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# Robert Adamek

Service Technician/Foreman

 Apopka, FL, 32703

 (407) 686-3209

 Robert.adamek@carter-electric.com

Service Technician/Foreman bringing over 20 years of experience and a successful background in Electrical construction. A highly effective understanding of safety and scheduling. Focused on completing jobs on time and meeting quality standards by motivating workers.

## Certifications

Orange County Journeyman Wireman	■ ■ ■ ■ ■
Safety and OSHA 10 & 30	■ ■ ■ ■ ■
Scaffold Training	■ ■ ■ ■ ■
Confined Space	■ ■ ■ ■ ■
Fall Protection	■ ■ ■ ■ ■

## Work History

2022 - Current

### Service Technician/Foreman

*Carter Electric Inc, Apopka, FL*

- Assemble, Install and test, and maintain electrical wiring, equipment using hand and power tools.
- Connect wires to circuit breakers, transformers, and other electrical components.
- Preventative maintenance and recurring work on electrical systems for WDW, and county municipalities.

### Electrician – Ride and Show Technician (2009-2022)

Walt Disney World, Lake Buena Vista, FL

- Proficient in interpreting and following electrical schematics and construction plans
- Strictly adhere to safety regulations and procedures while especially working in live traffic situations
- Maintain Electrical, Mechanical automation on various attractions

**Journeyman Wireman** (2009-2009)

D&N Electric, Dothan, GA

- Maintained detailed records of repair, maintenance and inventory
- Installed new conveyor controls at OIA
- Identified and resolved issues with timing, detection and communication modules.

**Journeyman Wireman** (2008-2009)

Unity Electric

- Installed Fire Alarm Systems at Sandlake Hospital

**Service Technician** (2004-2008)

Ermco Electric, Inc.

- Maintained, repaired, and installed various equipment systems for Walt Disney World
- Provide technical support when trouble shooting the correct way the electrical equipment should work.
- Identified and resolved issues with timing, detection and communication modules.

 **Education**

---

1989 - 1993

**4-year Electrical Apprenticeship**

*Del-Castle Vol-tech - New Castle, DE*

1984 - 1988

**High School Diploma**

*Sun Valley High School - Aston, PA*

# Andy Rutledge

Project Manager

 Apopka, FL, 32703

 (863) 232-9474

 andy@carter-electric.com

Seasoned Construction Superintendent bringing 23 years of experience and successful background in electrical construction. Highly effective project and team manager with strong understanding of safety, scheduling, and codes. Focused on completing jobs on time and to meet quality standards by motivating workers.

## Skills

Troubleshooting	■ ■ ■ ■ ■
Blueprints and schematics	■ ■ ■ ■ ■
Safety and OSHA compliance	■ ■ ■ ■ ■
Training and mentoring	■ ■ ■ ■ ■
Supervisor	■ ■ ■ ■ ■
Budgetary controls	■ ■ ■ ■ ■
Project scope understanding	■ ■ ■ ■ ■
Quality control	■ ■ ■ ■ ■
Heavy Equipment Operation	■ ■ ■ ■ ■
Project Scheduling	■ ■ ■ ■ ■

## Work History

2019 – Present

### Project Manager

*Carter Electric Inc, Apopka, FL*

- Schedule projects and plan required materials, tasks, and team assignments with PM team
- Evaluate job scope and determined necessary supplies, timelines, and projected expenses
- Coordinated with vendors to identify and procure appropriate equipment necessary for project completion.
- Enforced production safety and quality by supporting leadership in

## **Exhibit F - Contractor Proposal**

determining solutions for process issues and inefficiencies.

- Communicate with clients to assess needs, provide status reports and inform of any potential delays.
- Aid in managing health and safety programs aligned with industry standards

2018 - 2019

### **Superintendent**

*Carter Electric Inc, Apopka, FL*

- Supervise crew of electricians and maintained safe, efficient, and structured work environment
- Work with roadway lighting electrical system installation
- Schedule projects and plan required materials, tasks, and team assignments with PM team
- Review all job hazard analysis, daily job journals, and confined space entry permits
- Scheduling utility outages and job site inspections
- Apply and renew dig tickets with sunshine 811
- Maintain electronic as-builts
- Monitored installation and operations to consistently meet rigorous customer requirements.
- Inspect worksites, practices, and gear for compliance with established safety standards.

### **General Foreman** (2017 to 2018)

- Install electrical systems for new building installation
- Project scheduling
- Manage, evaluate, and train field project team members
- Assist project management with job documentation
- Blueprint reading
- Conduct weekly safety meetings
- Complete daily job hazard analysis and daily job journals
- Attend weekly safety meetings and project scheduling meetings
- Order materials
- Schedule and perform utility outages
- Resolved team and client challenges with proactive and actionable solutions
- Facilitated work site safety by applying knowledge of safety protocol and awareness of potential hazards
- Delivered mass educational briefings focused on occupational accident trends and prevention

## Exhibit F - Contractor Proposal

### **Journeyman Wireman/Foreman/Service Tech** (2012 to 2017)

- Electrical Distribution
- HVAC Electrical and Controls
- Electrical Systems troubleshooting
- Billboard Sign Repair
- Secondary Feeder Installation into Utility Transformers
- Conduct Weekly Safety Meetings
- Complete Daily Job Hazard Analysis and Daily Job Journals
- Order Materials
- Perform Utility Outages
- Attend weekly safety meetings and project scheduling meetings
- Maintained job sites in compliance with all safety requirements.
- Maintained cleanliness and organization of construction workspace, working closely with employees to systemize tasks
- Managed business administration duties, including report generation, recordkeeping, and supply ordering
- Delivered mass educational briefings focused on occupational accident trends and prevention

2001- 2012

### **Electrical Apprentice/Journeyman Electrician**

*Tradeshow Electrical, Orlando, FL*

- Installation of temporary power for conventions
- Generator connections for temporary power
- Job Layout and Installation
- Ensure All Cables and Equipment are in a Safe working condition
- Ensure cables and equipment are installed in a safe manner
- Monitored operations of electrical devices for compliance with safety protocols
- Facilitated work site safety by applying knowledge of safety protocol and awareness of potential hazards
- Maintained, ensured, and operated tools according to prescribed safety practices
- Read and understood technical drawings, diagrams, flow charts and project documentation to make accurate decisions about electrical system installations and repairs for each assignment
- Verified problems, investigated issues, and troubleshoot solutions to enhance installations
- Troubleshooted systems and repaired equipment, ensuring compliance with all established guidelines
- Interpreted electrical codes and diagrams to complete electrical repair and installation tasks
- Utilized equipment in alignment with established safety protocols, electric code and Occupational Health and Safety regulations

## **Exhibit F - Contractor Proposal**

- Interpreted blueprints, schematics and diagrams of project requirements and initiated appropriate electrical installations
- Adhered to safety protocols, OSHA standards and building codes in installation of systems, operation of equipment and handling of materials

2000- 2001

### **Electrical Apprentice**

*Ermco Electric, Winter Garden, FL*

- Participate weekly safety meetings
- Install electrical conduit systems
- Branch circuit installation
- Lighting controls
- Blueprint reading
- Wiring installation and terminations
- Helped complete system installations, digging trenches, and breaking up concrete
- Spliced, joined, and connected wire to accurately install new electrical systems
- Repaired systems, replaced malfunctioning parts, and supported electrical installations
- Accurately pulled EMT and PVC conduit wire while maintaining safety standards
- Demonstrated expertise in use of cable reels, stripping tools, voltage detectors, crimping tools and wire and cable cutters to complete fast-paced work

1999- 2000

### **Electrical Apprentice**

*Tradeshaw Electrical, Orlando, FL*

- Installation of temporary power for conventions
- Generator Connections for temporary power
- Job Layout and Installation
- Perform Preventative maintenance of equipment
- Ensure All Cables and Equipment are installed safely and operating in a Safe working condition
- Ensure cables and equipment are installed in a safe manner
- Attend Weekly Project Scheduling Meetings
- Update Weekly Project Schedule
- Worked under supervision of Journeyman Electrician to learn trade and develop electrical knowledge
- Devoted special emphasis to punctuality and worked to maintain outstanding attendance record, consistently arriving to work ready to start immediately

## Exhibit F - Contractor Proposal

- Tracked production progress and made changes for efficiency.
- Inspected worksites, practices, and gear for compliance with established safety standards
- Updated management and clients on progress of production
- Developed scheduling for certain tasks so that manpower and goods will be available when needed



## Education

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1997-06 - 2002-07

### Electrical Journeyman Wireman

*CENTRAL FLORIDA JATC - Orlando*



## Certifications

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OSHA 30

First Aid/ CPR

Arc Flash

Lock Out Tag Out (LOTO)

Trench and Confined Space

Scaffold and Aerial Platform Safety

Fall Protection

Cadweld

Earth Moving Equipment Operator- Excavator, Front End Loader, Skid Steer, Backhoe, Compact Excavator, Rough Terrain Lift

# Jeff Jones

Roadway Technician

 Apopka, FL, 32703

 (407) 703-6072

 Jeff.jones@carter-electric.com

Roadway Lighting Technician bringing over 20 years of experience and a successful background in construction. Highly effective understanding of safety, scheduling. Focused on completing jobs on time and meeting quality standards by motivating workers.

## Certifications

Digger Derrick



Scissor & Boom Lifts



## Work History

2010 - Current

### Roadway Lighting Technician

*Carter Electric Inc, Apopka, FL*

- Assessed lighting requirements for new roadway projects.
- Expertly install and maintain low to high voltage lighting systems.
- Train and mentor junior technicians on best practices in installation.
- Perform surveying duties of making precise measurements to determine boundaries for each project, generate reports, inspections and communicate information to the team.
- Enforced production safety and quality by supporting leadership in determining solutions for process issues and inefficiencies.
- Inspect worksites, practices for compliance with established safety standards.

### Lighting Technician (2008-2010)

*All Services Electric, Longwood, FL*

- Overseeing the job site
- Managing the budget for supplies, equipment and labor
- Ensuring safety, quality, and health standards are met.

## **Exhibit F - Contractor Proposal**

- Provide excellent communication and problem solving to the executives.
- Conduct weekly safety meetings

### **Lighting Technician** (1998-2008)

Amtech Lighting, Mobile, AL

- Overseeing the job site maintenance contracts.
  - Provided maintenance for Parking Lot.
  - Ensuring safety, quality, and health standards are met.
  - Conduct weekly safety meetings.
  - Complete daily job hazard analysis.
  - Attend weekly safety meetings and project scheduling meetings.
-



# Contractor Safety Expectation

HAZARD SEVERITY

H-4/H-5

## Confined Spaces

3/13/2018

**Purpose:** To establish and communicate the minimum safety expectations for entering and working in confined spaces while working with Reedy Creek Energy Services (RCES). A confined space has a limited or restricted means of entrance/egress, is large enough and so configured that a worker can bodily enter and perform assigned work, and is not designed for continuous human occupancy.

**Who Needs to Know:** All contractors / operating partners working in or near confined spaces while working with RCES.

**Hazard Severity Ranking:** A hazard is a condition or practice with the potential to cause harm. Hazards classified as H4/H5 are those with high severity that have the potential to cause a fatality, total disability, dismemberment, and life-altering changes that are typically irreversible unless all proper precautions are taken.

**Standards:** Performing work in a confined space shall meet or exceed the requirements of 29CFR1926.1200 – Subpart AA – Confined Spaces in Construction.

**Critical 29 CFR 1926 Elements:** *(The designation of certain requirements as critical does not alleviate the Contractor from complying with ALL applicable aspects of 29CFR1926)*

1. Contractors shall determine what kinds of spaces their employees will be in, what hazards could be there, and how those hazards will be mitigated.
2. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
3. Each employee whose work is regulated by this standard shall have proper training. Training shall be in a language and vocabulary that the employee understands.
4. Contractor shall have a written confined space program that meets OSHA requirements for employees that will enter permit-required confined spaces (PRCS).
5. Effective steps shall be taken to prevent employees from entering PRCS, if employees will not need to enter those spaces.
6. General contractor shall coordinate entry activities with both RCES and sub-contractors.
7. Contractor(s) shall have a competent person to evaluate the site and identify and classify confined spaces. The competent person shall be able to recognize those conditions that require a confined space permit:
  - Contains, or has the potential to contain, a hazardous atmosphere
  - Contains a material that has a potential for engulfing the entrant
  - Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section
  - Contains any other recognized serious safety or health hazard
8. Provide continuous atmospheric monitoring and continuous monitoring of engulfment hazards during entry.
9. Contractor must have a rescue plan that meets the requirements established by 29 CFR 1926.1200. Contractor shall arrange for rescue and emergency services for employees who enter PRCS.

**Exhibit G**  
**Contractor Safety Expectation - Confined Spaces**

- If relying on the local fire department for emergency services, the contractor shall arrange for the fire department to provide advance notice if they will be unable to respond for a period of time.

**RCES Clarifications and Additional Requirements:**

1. Contractors, including subs, will have a written confined space program when performing PRCS entry at RCES. Site specific conditions related to confined space entry must be addressed in the Project Specific Safety Plan (PSSP).
2. Contractors and subs shall provide their own confined space permits when working with RCES.
3. 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 workers exposed to hazards posed by PRCS, but not performing work inside of confined space or supporting confined space entry
4. Confined spaces that have been evaluated and designated by RCES as permit required will be treated as such even if contractor disagrees with that designation. Trenches may be treated as confined spaces under certain conditions. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
5. When certain conditions described in the OSHA standard are met, the employer may use alternate entry procedures for worker entry into a permit space. RCES must be involved in the decision to use alternate entry procedures.
6. RCES is responsible for providing information to Contractor on any known hazards associated with the space.
7. RCES is **NOT** responsible for providing additional services during entry, including but not limited to:
  - Atmospheric monitoring
  - Emergency response services including rescue
  - Attendants or Entry Supervisors
8. All equipment for atmospheric monitoring must be calibrated according to manufacturer's recommendations prior to use and must, at a minimum, test for oxygen deficiency and enrichment, flammable gases, hydrogen sulfide and carbon monoxide. Any other known or suspected atmospheric hazard must also be tested for prior to and during entry.
9. Atmospheric monitoring equipment will, at a minimum, have alarms set for the 8-hour time-weighted average (TWA) and short term exposure limit (STEL). Monitors shall have simultaneous and multiple alarm indicators, such as audible, visible and/or vibrating alarms to indicate hazardous conditions.
10. Atmospheric testing must be conducted prior to any attempt to ventilate the space and before entry. Monitoring shall be conducted every four feet to detect any possible layers or areas with higher vapor concentration than the rest of the space.
11. Ventilation may be utilized to control hazardous atmospheres and maintain acceptable entry conditions. General dilution ventilation and/or local exhaust ventilation may be used to maintain acceptable entry conditions, as verified by monitoring.
12. No one shall enter a confined space to attempt rescue unless they have been trained and equipped for confined space rescue operations. If it can be performed safely, attendants will only use **non-entry rescue** techniques to perform rescue if they have been trained to do so.
13. Spaces that have an internal configuration that would prevent non-entry rescue shall have a rescue plan. Entry rescue will be only performed by a rescue team able to perform the responsibilities and meet the qualifications outlined in the OSHA standard. Most contractors will not have the capability to perform entry rescue; they will have to partner with an outside organization to provide rescue. The rescue team must have the proper training and equipment and **be available to respond in a timely manner**.
14. RCES reserves the right to stop work being performed and remove contractor personnel from a confined space if an unsafe condition or behavior is observed. The space will be evacuated until concerns are resolved.

**Exhibit G**  
**Contractor Safety Expectation - Confined Spaces**

15. Contractors will debrief RCES about any hazards encountered or created during the confined space entry by either themselves or their subs.

Revision History			
Rev	Description of Change	Owner	Effective Date
0	Preliminary Draft	N/A	2017 Nov 09
A	Updated to reference RCES	Manager, Utility Integration	2018 Jan 30
B	Changes based on review and comments from CFTOD	Manager, Utility Integration	2018 Mar 13



## PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

### Section 1. INTRODUCTION

A Project Specific Safety Plan ("PSSP") is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

### Section 2. PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

### Section 3. FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning



#### Section 4. RESPONSIBILITIES / CONTACTS

This section shall simply and clearly define the duties and responsibilities of the Contractor's personnel regarding the work to be completed and safety and health program implementation. It should also include means to contact those listed (i.e. phone, email, etc.)

- Contractor's President/Owner (of company)
- Contractor's Project Manager
- Contractor's Safety Manager (if applicable)
- Contractor's Field Supervision/ Superintendent
- All of Contractor's Subcontractors and Sub-Subcontractors (if any)

#### Section 5. SCOPE OF WORK

The Scope of Work shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
  - Water ways
  - Diving
  - Crane lifts
  - Energized electrical systems
  - Confined spaces
  - Temporary Traffic Control ("TTC"), formerly maintenance of traffic ("MOT")
  - Guest areas

#### Section 6. JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:



- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

## Section 7. PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative. .

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close-out documentation

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.2

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Board Meeting Date: 03/28/2025

Subject: Three-Year Contract for Vehicle Tire Repair and Maintenance Services

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

Department: Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.2 award of three-year contract for vehicle tire repair and maintenance services to Snider Tire, Inc. with an approximate expenditure of \$1,500,000.00

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**RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** Bids released on December 05, 2024

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### **BACKGROUND:**

The District's Procurement & Contracting Department issued a Request for Proposal #C006740 to mechanics specializing in repair and maintenance of vehicle tires and tire stems.

Typical tasks related to these repair and maintenance services include, but are not limited, to the following:

- Mount and dismount
- Flat repair
- Wheel balance
- Tire rotations
- Refinishing wheel/ power coating
- Valve stem
- Tire disposal
- Road service assistance

The District has requested a technician on-site daily to perform fleet inspections and to complete any repairs or replacements.

### **FINDINGS AND CONCLUSIONS:**

On December 05, 2024, Request for Proposal # C006740 was issued to the public.

The letters were reviewed and discussed by a formal selection committee during a public meeting on February 11, 2025.

Vendor	Location	Ranking
Snider Tire, Inc.	Fort Mill, South Carolina	1
Mobile Techs LLC	Coral Springs, Florida	2

Snider Tire, Inc. was the highest scoring and was selected for award with the following rates.

Item Num	Description	UOM	Snider Tire, Inc
1	Inspection M-F 4pm - 12am (Average 3hrs nightly)	HR	\$145.00
2	After Hours Technication After 12am and before 5am, any time Saturday & Sunday	HR	\$154.00
3	Emergency Response	HR	\$145.00
4	Mount and Dismount	EA	\$49.00
5	Flat Repair	EA	\$0.00
6	Wheel Balance	EA	\$36.00
7	Tire Rotate	EA	\$0.00
8	Re-finishing wheel, powder coat	EA	\$35.00
9	Valve Cap	EA	\$2.00
10	Valve Stem (steel)	EA	\$9.98
11	Tire Disposal	EA	\$25.00
12	Road Service Assistance	EA	\$154.00
13	Percent Mark up for Parts	%	15.00%

**FISCAL IMPACT:**

The cost for these services will be paid from Acct 335-107-5305500-000

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

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

**SUPPORT MATERIALS:**

- Contract #C006740
- Evaluation Score Sheets



**Central Florida Tourism Oversight District**  
**Bid Results for Project Vehicle Tires and Tire Stems 3-yr Continuing Service (RFP# C006740)**  
**Bid Due on January 08, 2025 2:00 PM (EST)**

Item Num	Section	Description	UOM	QTY	Mobile Techs LLC Unit Price	Mobile Techs LLC Line Total	Snider Fleet Solutions Unit Price	Snider Fleet Solutions Line Total
1	Service price must be reasonable and similar to State of Florida – Exhibit C.	(Average 3hrs nightly)	HR	780	\$125.00	\$97,500.00	\$145.00	\$113,100.00
2		After Hours Technication After 12am and before 5am, any time	HR	20	\$155.00	\$3,100.00	\$154.00	\$3,080.00
3		Emergency Response	HR	100	\$175.00	\$17,500.00	\$145.00	\$14,500.00
4		Mount and Dismount	EA	1	\$10.00	\$10.00	\$49.00	\$49.00
5		Flat Repair	EA	1	\$15.00	\$15.00	\$0.00	\$0.00
6		Wheel Balance	EA	1	\$25.00	\$25.00	\$36.00	\$36.00
7		Tire Rotate	EA	1	\$30.00	\$30.00	\$0.00	\$0.00
8		Re-finishing wheel, powder coat	EA	1	\$125.00	\$125.00	\$35.00	\$35.00
9		Valve Cap	EA	1	\$1.00	\$1.00	\$2.00	\$2.00
10		Valve Stem (steel)	EA	1	\$15.00	\$15.00	\$9.98	\$9.98
11		Tire Disposal	EA	1	\$15.00	\$15.00	\$25.00	\$25.00
12		Road Service Assistance	EA	1	\$195.00	\$195.00	\$154.00	\$154.00
13		Percent Mark up for Parts	%	1	10.00%	10.00%	15.00%	15.00%
<b>Total</b>					<b>\$886.00</b>	<b>\$118,531.00</b>	<b>\$754.98</b>	<b>\$130,990.98</b>



## Central Florida Tourism Oversight District

### Vehicle Tires and Tire Stems 3-yr Continuing Service (RFP# C006740)

#### Mobile Techs LLC

Melisa Johnson	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	20	This contract is not terribly complicated. Mobile Techs seemed to have a good handle on what we needed, how they were going to accomplish those tasks, and how it would be managed.		
Price Proposal	30	30			
Knowledgeable answers during the Q&A session.	50	45	Currently located in Lakeland, so fairly close. They have already begun to work on expansion to the Orlando area, which could put them even closer for emergency calls. They plan to dedicate a truck and tech to our fleet.	I asked specifically about how they were going to handle fleet checks and did not receive a clear answer.	
BLN/VOSB/OZ	5	5			
<b>Round 2 Total</b>	<b>100</b>	<b>95</b>			

#### Mobile Techs LLC

Randall Sims	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	15			
Price Proposal	30	30			
Knowledgeable answers during the Q&A session.	50	40			
BLN/VOSB/OZ	5	5			
<b>Round 2 Total</b>	<b>100</b>	<b>85</b>			

#### Mobile Techs LLC

TOY LIVINGSTON	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	15	Established company with widespread state coverage, vast services offered, and standard tools, equipment and repair fleet and personnel required.	Proposal was lengthy but lacking specifics focused on this particular contract and our needs.	
Price Proposal	30	30	Thorough list and breakdown of service pricing.		
Knowledgeable answers during the Q&A session.	50	40	Able to respond with answers to all questions and provide information requested during the Q&A session.		Questionable confidence in level of attention this vendor can commit to our needs.
BLN/VOSB/OZ	5	5			
<b>Round 2 Total</b>	<b>100</b>	<b>85</b>			

### Snider Fleet Solutions

Melisa Johnson	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	18	As the incumbent contract holder, they understand our needs and operation well. Currently we do not have any issue with their approach or management of the contract.	Billing method needs some improvement. We are billed daily, which is tons for the contracting team, myself (as approver), and finance to manage.	
Price Proposal	30	27			
Knowledgeable answers during the Q&A session.	50	50	All questions were answered knowledgably.		
BLN/VOSB/OZ	5	0			
<b>Round 2 Total</b>	<b>100</b>	<b>95</b>			

### Snider Fleet Solutions

Randall Sims	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	20			
Price Proposal	30	27			
Knowledgeable answers during the Q&A session.	50	50			
BLN/VOSB/OZ	5	0			
<b>Round 2 Total</b>	<b>100</b>	<b>97</b>			

### Snider Fleet Solutions

TOY LIVINGSTON	Weight	Score	Strengths	Weaknesses	Comment
Project understanding, approach, and management.	20	20	Current and ongoing services provided by this vendor are top notch. Vendor has been servicing our fleet for several years and is very knowledgeable of our required needs and has been a key asset in keeping our operation rolling with no issues, at times, going above and beyond in emergency repair assistance and services.		
Price Proposal	30	27			
Knowledgeable answers during the Q&A session.	50	50	Clear and concise responses to all questions during the Q&A session. Confident response provided for emergency repair times and turn-around. Thorough response regarding onsite services regarding repair equipment, tech and emergency availability with clear focus on our operational needs 24/7		Ongoing services coupled with responses and knowledge of our operation make this vendor stand out as a very hard to replace partner.
BLN/VOSB/OZ	5	0			
<b>Round 2 Total</b>	<b>100</b>	<b>97</b>			



Central Florida Tourism Oversight District

**ROUND 2 - FINAL SELECTION 02/19/2025**

**Vehicle Tires and Tire Stems 3-yr Continuing Service**

RFP# C006740 Buyer:Devin Ager

Criterion	Weight	Mobile Tech LLC				Snider Fleet Solutions			
		MJ	RS	TL	AVG	MJ	RS	TL	AVG
Project understanding, approach, and management.	20	20	15	15	17	18	20	20	19
Price Proposal	30	30	30	30	30	27	27	27	27
Knowledgeable answers during the Q&A session.	50	45	40	40	42	50	50	50	50
BLN/VOSB/OZ	5	5	5	5	5	0	0	0	0
<b>Total</b>	<b>100</b>	<b>100</b>	<b>90</b>	<b>90</b>	<b>93</b>	<b>95</b>	<b>97</b>	<b>97</b>	<b>96</b>

**Highest Scoring Firm = Snider Fleet Solutions**

VEHICLE TIRE AND TIRE STEMS CONTINUING SERVICES AGREEMENT SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of March 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 **Snider Tire, Inc.**, (herein referred to as the “Contractor”), whose mailing address is 200 East Meadowview Road, Greensboro, North Carolina 27401.

WITNESSETH

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposal (“RFP”) No. C006740 on December 5, 2024 for vehicle tires and tire stems 3-yr continuing service;

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

WHEREAS, Owner desires to employ the services of Contractor for a period beginning March 31, 2025 and continue in effect for a term of **THREE (3) YEARS**, through and including March 30, 2028, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

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

1. DEFINITIONS.

a. Agreement. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 6.

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

2. SCOPE OF SERVICES.

A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Section 24 - Contract Documents.

3. BASIS FOR COMPENSATION AND PAYMENTS.

a. Owner shall compensate the Contractor an amount not to exceed **ONE MILLION, FIVE HUNDRED THOUSAND, AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,500,000.00)**, (the “Maximum Limiting Amount”) for its Services and in consideration of the terms and conditions of this Agreement, and based upon the rates shown on the Rate Schedule below and in Exhibit A incorporated herein by reference.

Rate Schedule			
Item	Description	UOM	Unit Price
1	Fleet Inspection (Monday-Friday 4:00 PM - 12:00 AM)	HR	\$145.00
2	Afterhours Technician (M-F 12:01 AM -5:00 AM, & weekends)	HR	\$154.00
3	Emergency Response	HR	\$145.00
4	Mount and Dismount	EA	\$49.00
5	Flat Repair	EA	\$0.00
6	Wheel Balance	EA	\$36.00
7	Tire Rotate	EA	\$0.00
8	Re-finishing Wheel, Powder Coat	EA	\$35.00
9	Valve Cap	EA	\$2.00
10	Valve Stem (steel)	EA	\$9.98
11	Tire Disposal	EA	\$25.00
12	Road Service Assistance	EA	\$154.00
13	Percent Mark-up for Parts	%	15.00%

b. Payments shall be made monthly for Services rendered. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month.

c. Contractor shall provide any and all backup required by Owner in connection with time spent.

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

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

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

**All invoices shall be sent to [wdw.rces.billing@disney.com](mailto:wdw.rces.billing@disney.com)**

f. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

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

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

#### 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

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

#### 5. INSURANCE; INDEMNIFICATION.

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

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;

- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

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

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

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

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

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

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 3 in this Agreement.

7. **NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing 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.

8. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

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

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

9. BOOKS AND RECORDS.

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

10. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

11. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

12. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Sections 3 and 6, through the date of termination.

13. SUBCONTRACTORS.

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

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

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

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

If to Contractor: SNIDER TIRE, INC.  
200 East Meadowview Road  
Greensboro, NC 27401  
Attention: Keith D. Allen

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

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

15. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

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

16. LEGAL PROCEEDINGS.

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

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

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

17. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

18. THE OWNER'S REPRESENTATIVE.

Reedy Creek Energy Services, whose designated representative is Randy Sims, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent,

directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

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

19. PUBLIC RECORDS.

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

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

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

20. NON-FUNDING.

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

21. SCRUTINIZED COMPANIES.

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

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

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

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

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

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

d. If this Agreement is terminated by the Owner as provided in paragraph c above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

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

f. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

## 22. E-VERIFY COMPLIANCE.

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

## 23. WARRANTY.

Contractor warrants all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of installation/services. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (a) ONE (1) year from the date of installation; or (b) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner’s Representative at the end of the project.

## 24. CONTRACT DOCUMENTS.

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

Exhibit A: Scope of Services and Pricing (A-1 through A-2)  
Exhibit B: Special Contract Conditions (B-1 through B-15)

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

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

**OWNER**  
**CENTRAL FLORIDA TOURISM**  
**OVERSIGHT DISTRICT**

**CONTRACTOR**  
**SNIDER TIRE, INC.**

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

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

Print Name: Alexis Yarbrough

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

Title: Chairman of the Board of Supervisors

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

Date: March 28, 2025

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

**Exhibit A**  
**SCOPE OF SERVICES AND PRICING**  
**Contract No. C006740**

Contractor shall provide all labor, material, parts, equipment, supervision, transportation, tools, and all other things necessary to provide vehicle tire and tire stem services on an as needed basis for the Owner as described below:

**SECTION 1. SCOPE OF SERVICES**

- 1.1 Contractor shall supply all needed tires, tire stems and related on-site fleet tire services for District owned vehicles in use by Reedy Creek Energy Services for a 3-year continuing contract term. Most maintenance and repairs should be completed at the Owner facility located at 2264 South Service Lane, Lake Buena Vista.
- 1.2 The services will include:
  - Daily Fleet Inspections **at Owner's Facility** and as needed tire work, Monday through Friday **starting at 4:00 PM until midnight**, Eastern Standard Time ("EST"). Contractor shall stay as long as it takes to complete the inspections and any repairs/replacements. Contractor is expected to leave after all inspections and repairs/replacements are completed. Typically, **services only take 1-3 hours most nights**.
  - Afterhours labor shall be between the hours of 12:01 AM and 5:00 AM EST, Monday through Friday, and including any hours on the weekends.
  - Emergency rate will be billed when Contractor is called back afterhours with a 2-hr or less mobilization required.
- 1.3 Reporting:
  - Contractor shall provide Owner with quarterly reports showing tire wear and tread depth remaining.
- 1.4 Hotline and required response:
  - The Contractor shall make available to the Owner a 24-hour "hotline" telephone number for emergencies, 365 days per year including District recognized holidays. Contractor will be on-site **within two-hours** of a call for repair.
  - Failure to adhere to required response time will be cause for contract default.
- 1.5 Maintenance responsibilities include:
  - Mount and dismount
  - Flat repair
  - Wheel balance
  - Tire rotations
  - Refinishing wheel/powder coating
  - Valve cap
  - Valve stem
  - Tire disposal
  - Road service assistance
- 1.6 New tires to be supplied include, but are not limited to:
  - 11r22.5
  - 315/80r22.5
  - 425/65r22.5
- 1.7 Tires to be retread/casings include, but are not limited to:
  - 11r22.5
  - 225/70r19.5
- 1.8 Casings accepted for retreading shall not contain any of the following:
  - Ply separation
  - Exposed bead wire
  - Impact breaks
  - Sidewall separation
  - Weather cracking which will not pass inspection
  - Circumferential bead cracking
  - Nail hole or injuries that cannot be repaired using normal and common commercial practice.
  - Casings exceeding any District fleet specifications shall not be recapped, disposition will be determined by the Owner's Representative.

**Exhibit A**  
**SCOPE OF SERVICES AND PRICING**  
**Contract No. C006740**

- 1.9 Contractor shall provide details for alignment services.
- 1.10 Contractor’s service vehicle shall contain all parts, equipment, and materials necessary to perform services.
- 1.11 Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 1.12 Contractor must be certified by the Tire Industry Association (“TIA”).
- 1.13 Special access throughout property must be approved prior to work being performed at the Energy Plants.

**SECTION 2. PRICING**

- 2.1 **Contractor must use the SOF or FSA contract pricing from either of the contracts shown below, or must match these discounts on new tire orders.**
  - State of Florida (“SOF”)Tires, Tubes and Services contract 25172500-24-ACS
    - [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/alternate\\_contract\\_source/tires\\_tubes\\_and\\_services](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/tires_tubes_and_services)
  - Florida Sheriffs Association (“FSA”) Cooperative Purchasing Program FSA22-TRS24.1: Tires
    - <https://flsheriffs.org/purchasingprogram/> (Select contract FSA22-TRS24.1: Tires)
- 2.2 Parts and materials shall be billed at cost, plus a 15% mark-up percentage.
- 2.3 The following Rate Schedule shall be in effect for the term of the Agreement. Any additional services fees outside of the rates shown below must be reasonably priced in relation to the SOF contract referenced in Section 2.1 and submitted to the Owner’s Representative for approval.

<b>Rate Schedule</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	Fleet Inspection <i>(Monday-Friday 4:00 PM - 12:00 AM)</i>	HR	\$145.00
2	Afterhours Technician <i>(M-F 12:01 AM -5:00 AM, &amp; weekends)</i>	HR	\$154.00
3	Emergency Response	HR	\$145.00
4	Mount and Dismount <i>(loose only no charge on yard service)</i>	EA	\$49.00
5	Flat Repair <i>(included in hourly rate)</i>	EA	\$0.00
6	Wheel Balance	EA	\$36.00
7	Tire Rotate <i>(included in hourly rate)</i>	EA	\$0.00
8	Re-finishing Wheel, Powder Coat	EA	\$35.00
9	Valve Cap <i>(flow through caps)</i>	EA	\$2.00
10	Valve Stem (steel)	EA	\$9.98
11	Tire Disposal	EA	\$25.00
12	Road Service Assistance	EA	\$154.00
13	Percent Mark-up for Parts	%	15.00%

**End of Exhibit A**

**Exhibit B**  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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(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 (“LOTO”)
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(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

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

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

C. CHLOROFLUOROCARBONS (“CFCs”)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

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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

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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 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).

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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:*

**Exhibit B**  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
SPECIAL CONTRACT CONDITIONS  
SEPTEMBER 2023 EDITION  
**Contract No. C006740**

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.

**Exhibit B**  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
SPECIAL CONTRACT CONDITIONS  
SEPTEMBER 2023 EDITION  
**Contract No. C006740**

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.

**Exhibit B**  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
SPECIAL CONTRACT CONDITIONS  
SEPTEMBER 2023 EDITION  
**Contract No. C006740**

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.

**Exhibit B**  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
SPECIAL CONTRACT CONDITIONS  
SEPTEMBER 2023 EDITION  
**Contract No. C006740**

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

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

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

**XVI. DIVING OPERATIONS**

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

The Dive Plan shall include the following:

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

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

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

**XVII. RESERVED**

END OF SPECIAL CONTRACT CONDITIONS

**End of Exhibit B**

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

**Board Meeting Date: 03/28/2025**

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**Subject:** C005704 Change Order No. 7 RCES Services – Phase II of World Drive North Phase III

**Presented By:** Craig Sandt, Principal Construction Manager

**Department:** Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.3 Change Order No. 7 to agreement C005704 with Reedy Creek Energy Services (RCES) for additional engineering and construction support services for Phase II of the World Drive North Phase III project, in the amount of \$1,200,000.00

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

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**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:**

RCES shall provide engineering and construction support services, including submittal review and utility infrastructure inspection, to the District in support of Phase II of the World Drive North Phase III project. RCES shall also provide miscellaneous goods and ancillary professional services as necessary for the project.

The scope of work for Phase II of the World Drive North Phase III project includes replacing the existing two-way Floridian Way roadway with the extension of the four-lane divided World Drive from approximately 3,800 LF south of Seven Seas Drive to approximately 700 LF north of Maple Road.

Utility work in Phase II includes new potable water mains, wastewater force mains, reclaimed water mains, electrical infrastructure, and the replacement of existing gas main infrastructure.

**FINDINGS AND CONCLUSIONS:**

The District retained RCES under a separate labor services agreement for the purpose of furnishing all labor and services necessary to: operate, maintain, repair, renew, and administer the utility facilities of the District. As part of that agreement RCES provides planning, design, engineering, permitting, construction management, and inspection support services in connection with the renewal, replacement and expansion of the utility facilities.

By providing these services for over 36-years, RCES is uniquely qualified to also provide engineering and construction support services to the Public Works Department in support of its World Drive North Phase III project.

**FISCAL IMPACT:** There will be no change in the overall budget for the World Drive North Phase III project. Funding for this request is derived from the CFTOD 2016-2024 Transportation Projects Ad Valorem Bonds.

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

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** Contract C005704

PROJECT: RCES SERVICES- WORLD DRIVE NORTH EXTENSION PHASE III (Soft Costs)

CONTRACTOR:

CONTRACT NO.: C005704

REEDY CREEK ENERGY SERVICES ("RCES")

CHANGE ORDER NO.: 7

5300 N. Center Drive  
Lake Buena Vista, FL32830

DATE: March 28, 2025

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
**REIMBURSEMENT AGREEMENT**

CFTOD and RCES hereby agree to execute this transfer in the amount indicated from CFTOD to RCES for the labor and supply provisions as described in **Exhibit A** in support of the World Drive North PH III project.

1.	Original Contract Sum	\$ 532,010.00
2.	Total net change by previous Change Orders	\$4,606,396.18
3.	Contract Sum prior to this Change Order	\$5,138,406.18
4.	Contract Sum will be adjusted with this Change Order	<b><u>\$1,200,000.00</u></b>
5.	Adjusted Contract Sum including this Change Order	\$6,338,406.18
6.	Original Contract Time	December 31, 2026
7.	Contract Time prior to this Change Order	December 31, 2026
8.	Adjustment in Contract Time by this Change Order	<u>0 days</u>
9.	Adjusted Contract Time including this Change Order	December 31, 2026

**Payment Terms:** Funds payable to RCES shall be transferred by the CFTOD Finance Department upon receipt of documented costs up to the maximum limiting amount, and with verification by the Project Executive.

OWNER  
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

CONTRACTOR  
REEDY CREEK ENERGY SERVICES

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

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

Print Name: Alexis Yarbrough

Print Name: Brian T. Jones

Title: Chairman of the Board of Supervisors

Title: VP, RCES & Transportation Eng Svcs

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

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

**EXHIBIT A**

Description

Value

For reimbursement of RCES staff labor as noted in **Attachment #1** for engineering and inspection, and for consultant labor for design and engineering, various construction subcontractors, and contingency in support of the Project.

**\$1,200,000.**

Project	Award Amount	Total Authorization	Outstanding Committed Costs	Actual Cost to Date	Actual + Committed	Remaining Authorization
<b>WORLD DRIVE NORTH PHASE III</b>						
<b>Design / Support Services</b>						
Reedy Creek Energy Services - C005704 (Jun 2020)	\$ 150,000	\$ 150,000	\$ -	\$ 1,293,920	\$ 1,293,920	607,702.51
Reedy Creek Energy Services - C005704 CO2 (Jun 2021)	\$ 50,000	\$ 50,000				
Reedy Creek Energy Services - C005704 CO3 (Aug 2021)	\$ 50,000	\$ 50,000				
Reedy Creek Energy Services - C005704 CO4 (Oct 2022)	\$ 40,000	\$ 40,000				
Reedy Creek Energy Services - C005704 CO6 (Feb 2023)	\$ 1,611,623	\$ 1,611,623				
World Wide Non Destructive Testing - M000201 W023	\$ -	\$ -	\$ 715	\$ 164,285	\$ 165,000	(165,000.00)
Chen Moore & Associates, Inc. - M000227 W002	\$ -	\$ -	\$ 2,552	\$ 17,825	\$ 20,377	(20,376.80)
Chen Moore & Associates, Inc. - M000227 W002 A01	\$ -	\$ -	\$ 5,510	\$ -	\$ 5,510	(5,510.00)
Pond and Company, Inc. - C006233 CO2 (Feb 2024)	\$ -	\$ -	\$ 0	\$ 143,634	\$ 143,634	(143,634.00)
LandDesign, Inc. - M000132 W002	\$ -	\$ -	\$ -	\$ 22,060	\$ 22,060	(22,060.00)
Pond and Company, Inc. - M000138 W014	\$ -	\$ -	\$ -	\$ 39,900	\$ 39,900	(39,900.00)
Pond and Company, Inc. - M000138 W016	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	(7,500.00)
Sabcon Underground LLC - M000077 W050	\$ -	\$ -	\$ -	\$ 6,411	\$ 6,411	(6,410.90)
Gulfcoast Utility Constructors, Inc. - M000164 W014	\$ -	\$ -	\$ -	\$ 57,500	\$ 57,500	(57,500.00)
Pond and Company, Inc. - M000138 W015	\$ -	\$ -	\$ -	\$ 53,611	\$ 53,611	(53,611.00)
Chen Moore & Associates, Inc. - M000227 W017	\$ -	\$ -	\$ 6,561	\$ 26,244	\$ 32,805	(32,804.52)
Reedy Creek Energy Services - TBD	\$ -	\$ -	\$ 664,524	\$ -	\$ 664,524	(664,524.00)
World Wide Non Destructive Testing - TBD	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	(150,000.00)
Support Services Contingency	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	(100,000.00)
<b>SUBTOTAL - DESIGN / SUPPORT SERVICES</b>	<b>\$ 1,901,623</b>	<b>\$ 1,901,623</b>	<b>\$ 929,862</b>	<b>\$ 1,832,890</b>	<b>\$ 2,762,752</b>	<b>(861,128.71)</b>
<b>Engineering Services</b>						
Fred Wilson - M000126 W005 (May 2020)	\$ 197,010	\$ 197,010	\$ -	\$ 193,930	\$ 193,930	3,080.21
LandDesign, Inc. - M000132 W001 (Jul 2020)	\$ 185,000	\$ 185,000	\$ -	\$ 196,920	\$ 196,920	(11,920.00)
LandDesign, Inc. - M000132 W001 A01 (Dec 2020)	\$ 13,920	\$ 13,920	\$ -	\$ -	\$ -	13,920.00
Pond and Company, Inc. - M000138 W007 (Dec 2020)	\$ 197,440	\$ 197,440	\$ 40,789	\$ 156,651	\$ 197,440	0.00
Fred Wilson - M000126 W006 (Dec 2020)	\$ 99,431	\$ 99,431	\$ -	\$ 79,054	\$ 79,054	20,376.80
Fred Wilson - M000126 W009 (Jul 2021)	\$ 199,293	\$ 199,293	\$ -	\$ 55,118	\$ 55,118	144,175.00
Chen Moore & Associates, Inc. - M000227 W004 (Jul 2022)	\$ -	\$ -	\$ 65,952	\$ 93,103	\$ 159,055	(159,055.00)
Chen Moore & Associates, Inc. - M000227 W004 A01 (Aug 2022)	\$ 15,452	\$ 15,452	\$ -	\$ -	\$ -	15,452.00
Pond and Company, Inc. - C006233 (Aug 2022)	\$ 123,436	\$ 123,436	\$ -	\$ 118,936	\$ 118,936	4,500.00
Pond and Company, Inc. - M000138 W018 (Aug 2022)	\$ 55,801	\$ 55,801	\$ -	\$ 55,801	\$ 55,801	0.00
Pond and Company, Inc. - C006233 CO1 (Jan 2023)	\$ 40,000	\$ 40,000	\$ -	\$ 22,710	\$ 22,710	17,290.00
Chen Moore & Associates, Inc. - M000227 W004 A02 (Jan 2023)	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	10,000.00
Pond and Company, Inc. - C006233 CO3	\$ -	\$ -	\$ 173,074	\$ -	\$ 173,074	(173,073.86)
Pond and Company, Inc. - TBD	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	(100,000.00)
Chen Moore & Associates, Inc. - TBD	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	(100,000.00)
<b>SUBTOTAL - ENGINEERING SERVICES</b>	<b>\$ 1,136,783</b>	<b>\$ 1,136,783</b>	<b>\$ 479,815</b>	<b>\$ 972,223</b>	<b>\$ 1,452,038</b>	<b>(315,254.85)</b>
<b>Owner Furnished Materials</b>						
WDN Ph3 OFM (Oct 2022)	\$ 2,100,000	\$ 2,100,000	\$ 3,631	\$ 2,120,128	\$ 2,123,759	(23,758.78)
<b>SUBTOTAL - OWNER FURNISHED MATERIALS</b>	<b>\$ 2,100,000</b>	<b>\$ 2,100,000</b>	<b>\$ 3,631</b>	<b>\$ 2,120,128</b>	<b>\$ 2,123,759</b>	<b>(23,758.78)</b>
<b>Construction Services</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
<b>SUBTOTAL - CONSTRUCTION SERVICES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$ 5,138,406</b>	<b>\$ 5,138,406</b>	<b>\$ 1,413,308</b>	<b>\$ 4,925,241</b>	<b>\$ 6,338,549</b>	<b>(1,200,142.34)</b>
<b>Duration of Construction</b>	<b>1.5</b>					
<b>RCES Cast Members</b>	<b>Rate</b>	<b>Quantity</b>	<b>Extended</b>			
Sr. Mechanical Project Manager (cost center 5152262)	\$ 115.92	500	\$ 57,960			
Sr. Electrical Project Manager (cost center 5152262)	\$ 115.92	500	\$ 57,960			
Mechanical Field Representative (cost center 5152262)	\$ 115.92	1,560	\$ 180,835			
Electrical Field Representative (cost center 5152262)	\$ 115.92	1,560	\$ 180,835			
Planning & Engineering (cost center 5152274) - CIVIL	\$ 112.91	180	\$ 20,324			
Planning & Engineering (cost center 5152274) - MECHANICAL	\$ 112.91	180	\$ 20,324			
Planning & Engineering (cost center 5152274) - ELECTRICAL	\$ 112.91	180	\$ 20,324			
Gas Department (cost center 5152285)	\$ 86.71	315	\$ 27,314			
Water Operations (cost center 5152287)	\$ 76.15	315	\$ 23,987			
Wastewater Operations (cost center 5152286)	\$ 78.40	315	\$ 24,696			
Electric Operations (cost center 5152263)	\$ 158.62	315	\$ 49,965			
<b>SUBTOTAL</b>			<b>\$ 664,524</b>			

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.4

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Board Meeting Date: 03/28/2025

Subject: Sunshine Corridor – FDOT Project Development and Environment (PD&E) Study

Presented By: Stephanie Kopelousos, District Administrator

Department: Administration & Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item 7.4 authorizing the District Administrator to negotiate the terms of and execute an agreement with the Florida Department of Transportation (FDOT) providing \$500,000 in District support for the Sunshine Corridor PD&E Study

**RELEVANT STRATEGIC GOALS:** Economic Hub

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** On behalf of the Central Florida Commuter Rail Commission (CFCRC), the Florida Department of Transportation (FDOT) is leading the Sunshine Corridor advancement efforts regarding the potential expansion of the SunRail passenger network. In April 2024, FDOT and the CFCRC completed a Transit Concept and Alternatives Review (TCAR) study. As a result of the TCAR study and the strong support from stakeholders and the public, FDOT is proposing to advance a PD&E study to lay the foundation for future connections to the Orlando International Airport, the Orange County Convention Center and Disney Springs/South I-Drive area.

The Sunshine Corridor PD&E study is anticipated to cost \$6 million and is scheduled to take two years to complete. FDOT has committed to \$2 million in support of this effort and is encouraging CFCRC partners and key stakeholders to contribute \$500,000 (or as able) to the study as well.

**FINDINGS AND CONCLUSIONS:** The Sunshine Corridor provides a critical alternative transportation option to improve mobility, connectivity and accessibility to major employment centers, while also stimulating economic development opportunities to support adjacent communities throughout the Central Florida Region.

A potential Disney Springs station would provide an alternative transportation opportunity directly benefiting the District's many residents, employees and visitors. In addition, safe and cost-effective regional transportation systems such as the Sunshine Corridor provide additional benefits such as the reduction of single-occupant vehicles and reducing demand on roadway networks.

Supporting FDOT in this effort to expand the rail network is consistent with the District's Comprehensive Plan. Since the study provides potential opportunities to directly benefit all residents, employees and visitors within the District, staff recommends approval authorizing the District Administrator to negotiate the terms of and execute an agreement between the District and FDOT to provide \$500,000 in District support of the PD&E study for the Sunshine Corridor.

**FISCAL IMPACT:** Funding for this effort is included in the District's FY25 budget.

**PROCUREMENT REVIEW:** N/A

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** N/A

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 8.1

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Board Meeting Date: 03/28/2025

Subject: Building & Safety 2024 EPCOT Building Code Adoption

Presented By: Joey Rodriguez, Manager, Building Official

Department: Building & Safety

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #8.1 for 2024 EPCOT Building Code Adoption

**RELEVANT STRATEGIC GOALS:** Obtain approval of the Board for the Adoption of the next edition of the suite of EPCOT Building Codes – RESOLUTION 671

**PROOF OF PUBLICATION:** To be advertised 10 days prior to the Board Meeting

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### **BACKGROUND:**

The proposed adoption of the 2024 Edition of the EPCOT Building Codes suite to become effective on October 1, 2025.

This new EPCOT compilation of codes that are being presented to the Board for consideration represents a historic update, as this is the first time we have changed the base code. The original 1970 EPCOT codes were based on the 1967 South Florida Building Code. Over the years, the codes have been updated periodically to recognize current technology and correlate EPCOT code requirements with recent statutory modifications and current code philosophies.

The new EPCOT codes use the Florida Building Codes 8th Edition as its base code, with specific changes that are unique to our jurisdiction, maintaining the requirement in Chapter 2023-5 Laws of Florida “...provided that any such codes adopted by the district are at least equivalent to the minimum standards in the Florida Building Code and the Florida Fire Prevention Code...”

The Code modifications submitted for adoption have been reviewed and accepted by the Building & Safety Department Board of Appeals, other internal affected District departments, and external entities.

2024 EPCOT Building Code  
2024 EPCOT Accessibility Code  
2024 EPCOT Electrical Code  
2024 EPCOT Energy Efficiency Code  
2024 EPCOT Existing Building Code  
2024 EPCOT Fuel Gas Code  
2024 EPCOT Mechanical Code  
2024 EPCOT Plumbing Code  
2024 EPCOT Property Maintenance Code  
2024 EPCOT Residential Code

**FINDINGS AND CONCLUSIONS:** N/A

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Executive Summary, Resolution 671, [Link to the 2024 EPCOT Building Codes suite.](#)

# CLASSIFIED

### To place an ad:

- ORLANDOSENTINEL.COM/ADVERTISE
- CALL 407-420-5160 FROM 9 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY

## Orlando Sentinel

# Classified Advertising Information

To place your classified ad, visit [OrlandoSentinel.com/advertise](http://OrlandoSentinel.com/advertise) or Call **407-420-5160**

**Telephone hours Monday–Friday 9 a.m.–6 p.m.**

### Deadlines

- Sunday 1 p.m. Thursday
- Thursday 1 p.m. Tuesday
- Friday 1 p.m. Wednesday
- Saturday 1 p.m. Thursday

Additional public notices can be found online at [classifieds.orlandosentinel.com](http://classifieds.orlandosentinel.com) and [floridapublicnotices.com](http://floridapublicnotices.com)

### Legal Classified Deadlines

- Sunday 1 p.m. Thursday
- Monday 1 p.m. Friday
- Tuesday 12 p.m. Monday
- Wednesday 12 p.m. Tuesday
- Thursday 1 p.m. Tuesday
- Friday 1 p.m. Wednesday
- Saturday 1 p.m. Thursday

### Email your ad to us

Ads can also be emailed to us using the addresses listed below. Or, you can place your ad online at [orlandosentinel.com/advertise](http://orlandosentinel.com/advertise)

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Legal: [classified\\_legal@orlandosentinel.com](mailto:classified_legal@orlandosentinel.com)

Recruitment: [recruitment@orlandosentinel.com](mailto:recruitment@orlandosentinel.com)

# Legal Notices

### Advertisements for Bid

**RFP - DOOR PROJECT**  
St. Joseph Catholic Church is seeking proposals from qualified door providers to replace 7 doors and associated hardware. Project is funded through FL-NSGP Security Grant. Contract will be awarded to the responsive bidder whose bid conforms with all material terms and conditions of the RFP and is the best value to St. Joseph Catholic Church. Non-mandatory pre-bid conference will be held Thursday, March 13, 2025 at 11AM, 1501 North Alafaya Trail, Orlando FL 32828. Proposals will not be accepted after 12:00 Noon on Friday, March 21, 2025. Send RFP request to: [kblovers@stjosephorlando.org](mailto:kblovers@stjosephorlando.org). SUBJECT: "St. Joseph Catholic Church Door replacement project Bid Document Request." 3/7/2025 - 3/21/2025 7779350

**REQUEST FOR BID**  
Grand Avenue Economic Community Development Corp/Pathlight HOME is soliciting bids for the renovation of a Penthouse at 3200 W. Colonial Drive Orlando FL, 32808. Proposals are due physically to Zeus Gonzalez at 3200 W. Colonial Drive Orlando FL, 32808 on Friday April 11th, 2025, at 3:00 local time. A non-mandatory pre-bid meeting will be scheduled for Thursday March 20th, 2025 at 10am local time at 3200 W. Colonial Drive Orlando FL, 32808. Request for Bid details including scope of work is provided at no cost by contacting Zeus Gonzalez at [zgonzalez@pathlighthome.org](mailto:zgonzalez@pathlighthome.org) or at PathlightHome.org under Projects-Veterans House. 3/2/2025 7782170

**Public Hearing Notices**  
**NARCOSSEEE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF BOARD OF SUPERVISORS AND AUDIT COMMITTEE MEETING**  
The Narcossee Community Development Board of Supervisors ("Board") Meeting will be held on Tuesday, March 25, 2025, at 3:00 PM at 6200 W. Vista Blvd., Suite 300, Orlando, FL 32822. The Audit Committee ("Committee") of the Narcossee Community Development District will hold a meeting immediately following the conclusion of the Board of Supervisors meeting. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law relating to Special Districts. The meetings may be continued to a date, time, and place to be specified on the agenda of the person may need to be obtained at the offices of the District Manager, 219 E. Central Florida, LLC, 32801, during normal business hours.

There may be occasions when one or more Supervisors, Staff or other individuals will participate by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5224. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-3770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Governmental Management Services – Central Florida, LLC  
District Manager  
3/14/2025 7780292

**NOTICE**  
Celica Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) is proposing to build a 33-ft. Pole telecommunications facility in the vicinity of the ROW by NE 163 Street North Miami Beach, Miami-Dade County, Florida 33168. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Project 045420-PR, EB1 Consulting, 21 B Street, Burlington, MA 01803. EB1Consulting@ebiconsulting.com or at (617) 715-1822. 3/14/2025 7782466

**NOTICE OF MEETING**  
YOU WILL PLEASE TAKE NOTICE that on March 28th at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Resolution No. 671 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT BUDGETING AND ENACTING A NEW EPOT COMPILATION OF CODES, 2024 EDITION, WHICH INCLUDES THE ACCESSIBILITY CODE, THE BUILDING CODE, THE ELECTRICAL CODE, THE ENERGY EFFICIENCY CODE, THE FIRE AND GAS CODE, THE MECHANICAL CODE, THE PLUMBING CODE, THE EXISTING BUILDING CODE, THE PROPERTY MAINTENANCE CODE AND THE RESIDENTIAL CODE; PROVIDING FOR THE REPEAL OF THE REMAINDER OF THE EPOT COMPILATION OF CODES, 2018 EDITION; PROVIDING FOR CODIFICATION, SCRIVENOR'S ERROR, CONFLICTS AND AN EFFECTIVE DATE

Resolution No. 672 A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT BUDGETING AND ENACTING A HIGH TEMPERATURE HOT WATER UTILITY RATE FOR THE REMAINDER OF FISCAL YEAR 2025; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolutions. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting

should contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request.

By: Alycia M Mills, District Clerk  
Central Florida Tourism Oversight District  
3/14/25 7781424

**DRIVE DAY**  
Inside Saturday's and Sunday's Orlando Sentinel.

### Public Hearing Notices

**NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY RESIDENTIAL RENTAL PROJECTS**  
Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed \$56,000,000 Multifamily Housing Revenue Bonds, Series I to be designated (Orlando Family Development - Phase I) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and construction of the residential rental project listed below for persons of low, middle and moderate income:

**PROJECT/LOCATION**  
Orlando Family Development - Phase I  
0 S Orange Avenue, Orlando, FL 32824  
East side of Orange Avenue, North of Mary Louis Lane (Parcel ID: 292434872903000)

**NO. OF UNITS**  
228

**OWNER**  
Orlando Leased Housing Associates XV, LLLP

The public hearing will be held at the following time and location:  
**TIME AND DATE**  
10:45 AM, Wednesday, April 2, 2025

**LOCATION**  
Orange County Administration Center 3rd Floor, Conference Room Legal "A" 201 South Rosalind Avenue Orlando, Florida 32801

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before Friday, March 28, 2025. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

La Sección 286.0105 de los Estatutos de la Florida establece que si una persona decide apelar cualquier decisión tomada por una junta, agencia o comisión con respecto a cualquier asunto considerado en una reunión o audiencia, necesitará un registro de los procedimientos y que, para tal fin, es posible que deba asegurarse de que se haga un registro literal de los procedimientos, cuyo expediente incluye los testimonios y las pruebas en que se basará la apelación.

Seksyon 286.0105, Lwa Florida, deklare ke si van moun deside fe apel konte nanpòt desizyon ki te pran pa van tablo, ajans, oswa komisyon ki gen rapò ak nenpòt pwoblèm konsidere nan van revinyon oswa van odyans, li pral bezwen yo dosye sou pwosedi yo, e ke pou rezon sa yo, li ka bezwen asire ke van dosye vèbal nan pwosedi yo fet, ki dosye gen ladant temwoyaj ak prèvi ki montre apel la dwe baze.

Orange County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability or family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), and those requiring language assistance (free of charge) should contact the Title VI/Nondiscrimination Coordinator at [access@ocfl.net](mailto:access@ocfl.net) or by calling 3-1-1 (407-836-3111).

If you are hearing or speech impaired, you may reach the phone numbers above by dialing 711.

El Condado de Orange no discrimina por motivos de raza, color, origen nacional, sexo, edad, religión, discapacidad o situación familiar. Aquellos que tengan preguntas o inquietudes sobre la no discriminación, aquellos que requieren asistencia especial según la Ley de Estadounidenses con Discapacidades (ADA) y aquellos que requieren asistencia lingüística (gratis) deben comunicarse con el Coordinador de No Discriminación/Título VI en [access@ocfl.net](mailto:access@ocfl.net) o llamando 3-1-1 (407-836-3111).

Si you gen pwoblèm pou tande oswa pou w pale, ou ka kontakte nimewo telefon ki anwo yo le w konpoze 7 3/14/2025 7782792

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**PROJECT/LOCATION**  
Orlando Family Development - Phase I  
0 S Orange Avenue, Orlando, FL 32824  
East side of Orange Avenue, North of Mary Louis Lane (Parcel ID: 292434872903000)

**NO. OF UNITS**  
300

**OWNER**  
Orlando Leased Housing Associates XIV, LLLP

The public hearing will be held at the following time and location:  
**TIME AND DATE**  
10:00 A.M., Wednesday, April 2, 2025

**LOCATION**  
Orange County Administration Center 3rd Floor, Conference Room Legal "A" 201 South Rosalind Avenue Orlando, Florida 32801

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before Friday, March 28, 2025. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

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Si you gen pwoblèm pou tande oswa pou w pale, ou ka kontakte nimewo telefon ki anwo yo le w konpoze 7 3/14/2025 7782739

### Public Hearing Notices

**PUBLIC HEARING NOTICE**  
A Public Hearing will be held for the purpose of adopting a reduction in the rate for high temperature hot water, for customers served by the Central Florida Tourism Oversight District effective for the first meter reading after March 28, 2025. The Public Hearing will be held on March 28, 2025 at 10:30 a.m. 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, at which time and place comments will be received concerning the rates as set forth below:

**PROPOSED HIGH TEMPERATURE HOT WATER SCHEDULE**

**RATE SCHEDULE HTHW**  
Consumption Charge per month per MMBTU

**PROPOSED**  
\$14.09

**CURRENT**  
\$53.79  
3/14/25 7781426

### Fictitious Name

**NOTICE UNDER FICTITIOUS NAME**

**TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida, interested in said business enterprise is as follows:

**Nick Huber**  
525 northwestern ave  
Dated at Altamonte Springs, Seminole County, Florida, 03/11/2025  
7782691 3/14/2025

### NOTICE UNDER FICTITIOUS NAME

**TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**Sam's Property Care, LLC**  
under which (I am) (we are) engaged in business at 526 Angus Avenue That the (party) (parties) interested in said business enterprise is as follows:

**Corey Wright**  
5266 Angus Avenue  
Dated at Orlando, Orange County, Florida, 03/10/2025  
7782898 3/14/2025

### Miscellaneous Legals

**IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT IN AND FOR VOLUSIA COUNTY, FLORIDA**

**LAKESHAAMICE LAWSON HAWKINS, UMM and Petitioner**  
**LEWIS JEFFERY HAWKINS, TO: Respondent**  
Amended  
FILED 2024 NOV 13 PM 2:38  
2024 NOV 13 PM 2:38  
CC 56 & CTY. COURT VOLUSIA CTY., FL

**CLERK OF THE CIRCUIT**  
CASE NO.:2024 15161 FMDL  
DIVISION:04

**NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE**  
**LEWIS JEFFERY HAWKINS**  
WARNING: Rule 12.285, Florida Family Law Rules of Procedure, require certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.  
Dated: November 13, 2024.  
**LAURA E ROTH**  
CLERK OF THE CIRCUIT COURT  
By Gabriella Albaran  
Deputy Clerk  
2/21/25, 2/28/25, 3/7/25, 3/14/25 7769146

### Closing of Medical Office

**CLOSING OF MEDICAL PRACTICE NOTICE**  
Norma L. Waite, M.D. announces the closing of her OB/GYN practice effective March 22, 2025. Radiance Women's Center (Nateva D. Carrington, MD) will assume all patient records for your continued care or if you would like your records to be sent to a physician of your choice, please call the office at 407-363-9499. After March 21, 2025 you can contact Radiance Women's Center at 407-743-2100  
2/26/2025, 3/8/2025, 3/14/2025, 3/18/2025 7766319

**AFTER 16 YEARS AT ORLANDO ORTHOPAEDIC CENTER, DR. DANIEL M. FROHWEIN RETIRED**

Dr. Frohwein would like to thank all his patients for the trust they had in him as their physician. Patients wishing to request copies of their medical records can direct their request to Orlando Orthopaedic Center at 25 W. Crystal Lake Street, Suite 200, Orlando, FL 32806 or by phone at 407-254-2500. Patients are also welcome to continue their medical care with any of the other physicians at Orlando Orthopaedic Center. For information on our other physicians, please visit [www.orlandoortho.com](http://www.orlandoortho.com).  
2/28/2025, 3/7/2025, 3/14/2025, 3/21/2025 7774317

### Community Bulletin Board

### AUCTIONS

**2 GREAT AUCTIONS**  
ONLINE & ABSENTEE BIDDING  
Ice Cream Shop, Altamonte Springs  
Tues, March 18, 2025 11:30 AM  
Items are Located at 580 Sanford Ave, Altamonte Springs, FL 32701  
For Auction Information Please Contact Mike @ (513) 503-8183

**SALE #2**  
Brick and Fire Pizza, Orlando FL  
Wed, March 19, 2025 11:30 AM  
Items are Located at 1621 S Orange Ave, Orlando, FL 32806  
AB3956 ROBERT 9542975876

### Garage Sales

### Orange County Garage Sales

### Seminole County Garage Sales

### MULTI-FAMILY SALE

### Volusia County Garage Sales

### ORLANDO

### HUGE SALE

**ESTATES AT CHICKSAW OAKS**  
Community Sale, Fri 3/14, Sat 3/15, 8-3, 4650 Saddle Creek Place 32829

### ORLANDO

### ALAFAYA WOODS COMMUNITY GARAGE SALE

SATURDAY MAR 15TH 8AM-2PM  
CLOTHES, FURNITURE, & TOYS

### PORT ORANGE

145 Stuart Circle, Port Orange, FL, March 13, 14 & 15, 8 to 3, Fishing Rods, Tools, Watches, Precious Moments Figurines, Misc. Household items

### 1999 C5 CORVETTE

\$523,000.00 1999 owner white Corvette, perf pkg leather interior, Chrome wheels, new tires, belt fluids, upgraded radio, 34,500 miles, unmolested, all mechanicals done, ready for the road. 2 tops, cover, \$23,000.00  
Kevin 727-593-4504/727-470-9680

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[placeanad.orlandosentinel.com](http://placeanad.orlandosentinel.com)

## MEMORANDUM

**To:** The Board of Supervisors

**From:** Joey Rodriguez, Sr, Manager, Building & Safety

**Date:** March 28, 2025

**Subject:** Building Code Modifications Executive Summary

---

Please allow this document to serve as an Executive Summary to assist the Board with the proposed adoption of the 2024 Edition of the *EPCOT Codes*. It is requested of the Board that these changes become effective on October 1, 2025.

This new *EPCOT compilation of codes* that are being presented to the Board for consideration represents a historic update, as this is the first time we have changed the base code. The original 1970 *EPCOT Codes* were based on the 1967 *South Florida Building Code*. Over the years, the codes have been updated periodically to recognize current technology and correlate *EPCOT Code* requirements with recent statutory modifications and current code philosophies of the time. The new *EPCOT Codes* use the *Florida Building Codes* 8<sup>th</sup> Edition 2023, as its base code with specific changes that are unique to our jurisdiction.

The adoption of the *Florida Building Codes* as the base code was many years in the making. The decision for the change was driven by several factors, one of which was to ensure a clearer understanding of construction requirements for everyone working in the District. The blending of existing unique requirements specific to the District, various memorandums and directives created throughout the years, and the latest Florida codes provide for the utmost safety and well-being of all visitors to the District.

Highlights of the changes to the *EPCOT Codes* include the following:

### **Building Code**

- Replacing the current *EPCOT Building Code* with the *Florida Building Code* 8<sup>th</sup> Edition, but maintaining uniqueness found within the District.
- Retains original provisions from *EPCOT Standards 5-12* and *5-13*, pertaining to Special Amusement Buildings and Amusement Rides.
- Chapter 9 – Retains the original provision from the *EPCOT Building Code* to sprinkler most occupancy types. This allows for a safer evacuation in the event of a fire incident.

### Accessibility Code

- Specific code references were incorporated from other updated codes, as a convenience, to eliminate back and forth from one code book to another.

### Electrical Code

- Updating reference standard to the 2020 *National Electrical Code (NEC)*.

### Energy Efficiency Code

- Updating the language from the *Florida Energy Efficiency Code* 8th Edition.
- Unique items of the *EPCOT Energy Efficiency Code*:
  - Amusement and attraction buildings with permanent openings to the exterior – This section of the *EPCOT Energy Efficiency Code* addresses amusement attraction buildings that have permanent openings connecting their temperature and humidity-controlled interiors to the exterior environment. As standard energy codes do not account for these unique building types, the *EPCOT Code* provides alternative energy reduction requirements to offset the energy losses incurred through these permanent openings.
  - Excess air used for spot cooling:
    - This section of the *EPCOT Energy Efficiency Code* outlines an energy-efficient method for providing spot cooling to outdoor queue areas of amusement attraction buildings. The *EPCOT Mechanical Code* and The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHREA) standard *ASHREA 62.1* mandate a specific amount of outside air, which must be conditioned to account for temperature and humidity, to be provided within these buildings based on occupancy levels. This creates substantial positive pressure inside the building that must be vented to the exterior.
    - This section allows the redirection of this excess conditioned air to the exterior queue spaces, providing spot cooling for guests waiting in the hot, humid Florida climate. This represents an effective use of the energy expended to condition the interior space, which would otherwise be discharged to the outside.

### Fuel Gas Code

- Replacing current *EPCOT Fuel Gas Code* with language from the *Florida Building Code, Fuel Gas* 8<sup>th</sup> Edition.

### Mechanical Code

- Replacing current *EPCOT Mechanical Code* with language from the *Florida Building Code, Mechanical* 8<sup>th</sup> Edition.
- Unique items of the *EPCOT Mechanical Code*:
  - Grease exhaust ducts serving commercial kitchens – The *EPCOT Mechanical Code* requires a minimum of one-inch in vertical rise per one foot of horizontal run for unlisted grease exhaust ductwork.

The extensive cooking activities in commercial kitchens heighten the risk of grease accumulation within the exhaust ductwork. This grease buildup, in turn, increases the potential for fires. Consequently, the increased slope of the ductwork helps to mitigate grease buildup and reduce fire hazards within the District.

- Solid fuel exhaust – Mechanical exhaust systems for solid fuel cooking appliances must be equipped with emergency power to ensure uninterrupted exhaust operation during power outages.
- Commercial solid fuel cooking systems generally lack the capacity to cease fuel combustion during a power outage. This deficiency can result in the improper venting of smoke, heat, and grease-laden vapors from the cooking appliance. Inadequate venting poses risks of personal

injury and property damage. The relevant code requirement is intended to ensure the ventilation process persists even when the primary power supply is interrupted.

- Chapter 11 (Refrigeration) – This Chapter adopts the *2024 International Mechanical Code* Chapter 11, which incorporates the latest federal regulations for new refrigerants. Additionally, the Chapter covers supplemental provisions that the State of Florida is adding to the statewide code to address related concerns.

### **Plumbing Code**

- Replacing current *EPCOT Plumbing Code* with language from the *Florida Building Code, Plumbing 8<sup>th</sup> Edition*.
- Unique items of the *EPCOT Plumbing Code*:
  - Sensor-activated faucets, toilets, and urinals in public spaces (excluding accessible compliant stalls/rooms).

Sensor-activated plumbing fixtures enhance public health and sanitation by minimizing the number of surfaces users must physically contact.

- Area development restroom calculation requirements. – While most building codes lack specific calculation requirements for the large restrooms commonly found in theme parks and shopping districts like Disney Springs, the *EPCOT Plumbing Code* outlines a unique methodology to ensure proper public sanitation in these specialized areas.

The following codes are being introduced into the EPCOT compilation of codes for the first time:

**EPCOT Existing Building Code.** Based on the Florida code.

**EPCOT Residential Code.** Based on the Florida code.

### **EPCOT Property Maintenance Code**

- This new code is being adopted using the *2024 International Property Maintenance Code* as the base code. Our jurisdiction performs specialty inspections and testing unique to a theme park environment, and this document provides a code path to ensure the safety of all working staff and visitors to the District. This includes:
  - Annual Emergency Power Tests to ensure facility life safety systems are maintained and operate as intended by building code requirements.
  - Annual amusement ride inspections to ensure attractions comply with ASTM International (formerly known as American Society for Testing and Materials) *ASTM F24* Amusement Ride Committee standards and building code requirements.
  - Elevator inspections and testing to ensure compliance with our Contracted Jurisdiction contract requirements with the Florida Bureau of Elevator Safety.
  - Theatrical gas monitoring system testing (theatrical smoke) to ensure systems are maintained and operate within agreed-upon standards.
- While the inspections and testing section is not new, it serves as the ideal location to formalize and codify these procedures within the code.

## **RESOLUTION NO. 671**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING AND ENACTING A NEW EPCOT COMPILATION OF CODES, 2024 EDITION, WHICH INCLUDES THE ACCESSIBILITY CODE, THE BUILDING CODE, THE ELECTRICAL CODE, THE ENERGY EFFICIENCY CODE, THE FUEL GAS CODE, THE MECHANICAL CODE, THE PLUMBING CODE, THE EXISTING BUILDING CODE, THE PROPERTY MAINTENANCE CODE AND THE RESIDENTIAL CODE; PROVIDING FOR THE REPEAL OF THE EPCOT COMPILATION OF CODES, 2018 EDITION; PROVIDING FOR CODIFICATION, SCRIVENOR'S ERROR, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Central Florida Tourism Oversight District ("District") is an independent special district established by Special Act of the State of Florida, codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the "Charter"); and

**WHEREAS**, Sections 7(2) and Section 23 of the Charter authorize the Board of Supervisors to adopt building and safety codes, as that term is broadly defined, to regulate development in the District, including though not exclusively, those codes related to building safety, plumbing, electrical, potable water, and drainage; and

**WHEREAS**, Sections 13 and 23, of the Charter provide that any codes adopted by the district will apply and be enforced throughout the geographic limits of the district and will control in the event of a conflict with the laws, codes, and regulations of any county, municipality or other political subdivision, the boundaries of which lie within the district; and

**WHEREAS**, Section 23 of the Charter also provides that district codes are exclusive of the Florida Building Code provided that any such district codes are at least equivalent to the minimum standards of the Florida Building Code; and

**WHEREAS**, the Board of Supervisors hereby intends to adopt, enact and codify a new EPCOT Compilation of Codes, 2024 Edition, and to repeal the EPCOT Compilation of Codes, 2018 Edition; and

**WHEREAS**, the Charter provides that regulations and codes of the District are to be adopted by resolution of the Board of Supervisors upon a single reading and public meeting, held at least ten (10) days' after publication of a notice to adopt such resolution; and

**WHEREAS**, this Resolution has been properly advertised and adopted; and

**WHEREAS**, the Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare by ensuring the continuation of safe and efficient development within the district, and is consistent with the Charter.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:**

**SECTION 1. RECITALS.** The foregoing recitals are incorporated herein by reference and made a part hereof.

**SECTION 2. EPCOT COMPILATION OF CODES, 2024 EDITION.** The Code Regulations of the EPCOT Compilation of Codes, 2024 Edition, which includes the EPCOT Accessibility Code, the EPCOT Building Code, the EPCOT Electrical Code, the EPCOT Energy Efficiency Code, the EPCOT Fuel Gas Code, the EPCOT Mechanical Code, the EPCOT Plumbing Code, the EPCOT Existing Building Code, the EPCOT Property Maintenance Code and the EPCOT Residential Code, are hereby adopted, and enacted as set forth in **Attachment "A"** attached hereto and incorporated herein. The new codes set forth herein shall be codified as the EPCOT Compilation of Codes, 2024 Edition. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Resolution or the EPCOT Compilation of Codes, 2024 Edition, may be freely made.

**SECTION 3. REPEAL.** The EPCOT Compilation of Codes, 2018 EDITION, including all

amendments thereto, are hereby repealed. The repeal provided for in this Section 3, shall not be construed to revive any Resolution, Resolution/Ordinance, codes or regulations, or any part thereof, that has been repealed by the EPCOT Compilation of Codes, 2018 Edition, including amendments thereto.

**SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 5. CONFLICTS.** In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

**SECTION 6. CODIFICATION.** The District Clerk and the District Counsel shall cause the EPCOT Compilation of Codes, 2024 Edition, to be adopted, enacted and codified by this Resolution.

**SECTION 7. SCRIVENER'S ERROR.** The District Counsel may correct scrivener's errors found in this Resolution, inclusive of Attachment "A," by filing a corrected copy of this Resolution with the District Clerk.

**SECTION 8. EFFECTIVE DATE.** This Resolution will take effect on October 1, 2025, after its adoption.

**ADOPTED** at a regular meeting of the Board of Supervisors of the Central Florida Tourism Oversight District, held on this 28th day of March, 2025.

(SEAL)

**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

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Alexis Yarbrough, Chair of the Board of  
Supervisors

ATTEST:

---

S.C. Kopelousos, District Administrator

---

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 8.2**

**Board Meeting Date: 03/28/2025**

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**Subject:** Fiscal Year 2025 High Temperature Hot Water Utility Mid-Year Rate Change

**Presented By:** Christine Ferraro

**Department:** Utility Division

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**STAFF RECOMMENDATION (Motion Ready):** Approve a reduction of the FY25 High Temperature Hot Water utility rate from \$53.79 to \$14.09 per MMBtu.

---

**DISTRICT'S RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** To be provided

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**BACKGROUND:**

The FY25 High Temperature Hot Water utility rate of \$53.79 per MMBtu was approved by the CFTOD Board of Supervisors in September 2024. This rate was calculated using a volume forecast (based on prior years' consumption) to fully recover the FY25 utility costs of \$4.0M. In late November 2024, the District's High Temperature Hot Water meter at the North Service Area (NSA) Central Energy Plant (CEP) was replaced. The prior meter was not accurate. The new meter is capturing correct, but significantly higher volumes than forecast during the FY25 rate setting process.

**FINDINGS AND CONCLUSIONS:**

The FY25 High Temperature Hot Water utility expenses of \$4.0M have not changed. Without the proposed rate reduction, the FY25 forecasted Hot Water utility revenue, based on more accurate volumes at the current rates, will result in revenue of \$6.3M. This is \$2.3M, or 58%, greater than the planned expenses

**FISCAL IMPACT:** No FY25 fiscal impact. The rate reduction proposed follows prudent utility practices and avoids overcollection caused by a District Utility meter failure.

**PROCUREMENT REVIEW:** Not applicable

**LEGAL REVIEW:** Pending review

**ALTERNATIVE:** Continue collection at current Utility rate. Explore options on how to refund overcollection to customers in a future year or allow overcollection to increase the Utilities' reserve fund.

**SUPPORT MATERIALS:** N/A

# CLASSIFIED

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- ORLANDOSENTINEL.COM/ADVERTISE
- CALL 407-420-5160 FROM 9 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY

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### Deadlines

- Sunday 1 p.m. Thursday
- Thursday 1 p.m. Tuesday
- Friday 1 p.m. Wednesday
- Saturday 1 p.m. Thursday

Additional public notices can be found online at [classifieds.orlandosentinel.com](http://classifieds.orlandosentinel.com) and [floridapublicnotices.com](http://floridapublicnotices.com)

### Legal Classified Deadlines

- Sunday 1 p.m. Thursday
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- Tuesday 12 p.m. Monday
- Wednesday 12 p.m. Tuesday
- Thursday 1 p.m. Tuesday
- Friday 1 p.m. Wednesday
- Saturday 1 p.m. Thursday

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Legal: [classified\\_legal@orlandosentinel.com](mailto:classified_legal@orlandosentinel.com)

Recruitment: [recruitment@orlandosentinel.com](mailto:recruitment@orlandosentinel.com)

# Legal Notices

### Advertisements for Bid

**RFP - DOOR PROJECT**  
St. Joseph Catholic Church is seeking proposals from qualified door providers to replace 7 doors and associated hardware. Project is funded through FL-NSGP Security Grant. Contract will be awarded to the responsive bidder whose bid conforms with all material terms and conditions of the RFP and is the best value to St. Joseph Catholic Church. Non-mandatory pre-bid conference will be held Thursday, March 13, 2025 at 11AM, 1501 North Alafaya Trail, Orlando FL 32828. Proposals will not be accepted after 12:00 Noon on Friday, March 21, 2025. Send RFP request to: [kblovers@stjosephorlando.org](mailto:kblovers@stjosephorlando.org). SUBJECT: "St. Joseph Catholic Church Door replacement project Bid Document Request." 3/7/2025 - 3/21/2025 7779350

**REQUEST FOR BID**  
Grand Avenue Economic Community Development Corp/Pathlight HOME is soliciting bids for the renovation of a Penthouse at 3200 W. Colonial Drive Orlando FL, 32808. Proposals are due physically to Zeus Gonzalez at 3200 W. Colonial Drive Orlando FL, 32808 on Friday April 11th, 2025, at 3:00 local time. A non-mandatory pre-bid meeting will be scheduled for Thursday March 20th, 2025 at 10am local time at 3200 W. Colonial Drive Orlando FL, 32808. Request for Bid details including scope of work is provided at no cost by contacting Zeus Gonzalez at [zgonzalez@pathlighthome.org](mailto:zgonzalez@pathlighthome.org) or at PathlightHome.org under Projects-Veterans House. 3/2/2025 7782170

**Public Hearing Notices**  
**NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF BOARD OF SUPERVISORS AND AUDIT COMMITTEE MEETING**  
The Narcoossee Community Development Board of Supervisors ("Board") Meeting will be held on Tuesday, March 25, 2025, at 3:00 PM at 6200 W. Vista Blvd., Suite 300, Orlando, FL 32822. The Audit Committee ("Committee") of the Narcoossee Community Development District will hold a meeting immediately following the conclusion of the Board of Supervisors meeting. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law relating to Special Districts. The meetings may be continued to a date, time, and place to be specified on the agenda of the person may need to be obtained at the offices of the District Manager, 219 E. Central Florida, L.L.C. 32801, during normal business hours.  
There may be occasions when one or more Supervisors, Staff or other individuals will participate by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.  
Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.  
Governmental Management Services – Central Florida, L.L.C. District Manager 3/14/2025 7780292

**Public Hearing Notices**  
**NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF BOARD OF SUPERVISORS AND AUDIT COMMITTEE MEETING**  
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Governmental Management Services – Central Florida, L.L.C. District Manager 3/14/2025 7780292

**NOTICE**  
Celico Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) is proposing to build a 33-ft. Pole telecommunications facility in the vicinity of the ROW by NE 163 Street North Miami Beach, Miami-Dade County, Florida 33169. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Project 045420-PR, EB1 Consulting, 21 B Street, Burlington, MA 01803. EB1/Verizon/ebiconsulting.com or at (617) 715-1822. 3/14/2025 7782466

**NOTICE OF MEETING**  
YOU WILL PLEASE TAKE NOTICE that on March 28th at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:  
Resolution No. 671 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT BUDGETING AND ENACTING A NEW EPOT COMPILATION OF CODES, 2024 EDITION, WHICH INCLUDES THE ACCESSIBILITY CODE, THE BUILDING CODE, THE ELECTRICAL CODE, THE ENERGY EFFICIENCY CODE, THE FIRE AND GAS CODE, THE MECHANICAL CODE, THE PLUMBING CODE, THE EXISTING BUILDING CODE, THE PROPERTY MAINTENANCE CODE AND THE RESIDENTIAL CODE; PROVIDING FOR THE REPEAL OF THE REMAINDER OF THE EPOT COMPILATION OF CODES, 2018 EDITION; PROVIDING FOR CODIFICATION, SCRIVENOR'S ERROR, CONFLICTS AND AN EFFECTIVE DATE  
Resolution No. 672 A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT BUDGETING AND ENACTING A NEW EPOT COMPILATION OF CODES, 2025 EDITION, WHICH INCLUDES THE ACCESSIBILITY CODE, THE BUILDING CODE, THE ELECTRICAL CODE, THE ENERGY EFFICIENCY CODE, THE FIRE AND GAS CODE, THE MECHANICAL CODE, THE PLUMBING CODE, THE EXISTING BUILDING CODE, THE PROPERTY MAINTENANCE CODE AND THE RESIDENTIAL CODE; PROVIDING FOR THE REPEAL OF THE REMAINDER OF THE EPOT COMPILATION OF CODES, 2018 EDITION; PROVIDING FOR CODIFICATION, SCRIVENOR'S ERROR, CONFLICTS AND AN EFFECTIVE DATE  
Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolutions. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.  
The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480, or [www.oversightdistrict.org](http://www.oversightdistrict.org), no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request.  
By: Alycia M Mills, District Clerk Central Florida Tourism Oversight District 3/14/25 7781424

**DRIVE DAY**  
Inside Saturday's and Sunday's Orlando Sentinel.

### Public Hearing Notices

**NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY RESIDENTIAL RENTAL PROJECTS**  
Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed \$56,000,000 Multifamily Housing Revenue Bonds, Series 1 to be designated (Orlando Family Development - Phase I) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and construction of the residential rental project listed below for persons of low, middle and moderate income:  
**PROJECT/LOCATION**  
Orlando Family Development - Phase I  
0 S Orange Avenue, Orlando, FL 32824  
East side of Orange Avenue, North of Mary Louis Lane (Parcel ID: 292434872903000)  
**NO. OF UNITS**  
228  
**OWNER**  
Orlando Leased Housing Associates XV, L.L.P.  
The public hearing will be held at the following time and location:  
**TIME AND DATE**  
10:45 A.M. Wednesday, April 2, 2025  
**LOCATION**  
Orange County Administration Center 3rd Floor, Conference Room Legal "A" 201 South Rosalind Avenue Orlando, Florida 32801  
Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before Friday, March 28, 2025. Oral comments will be limited to no more than 3 minutes per person. The testimony and evidence intended to present oral comments should be directed to:  
Orange County Housing Finance Authority  
221 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director  
Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.  
La Sección 286.0105 de los Estatutos de la Florida establece que si una persona decide apelar cualquier decisión tomada por una junta, agencia o comisión con respecto a cualquier asunto considerado en una reunión o audiencia, necesitará un registro de los procedimientos y que, para tal fin, es posible que deba asegurarse de que se haga un registro literal de los procedimientos, cuyo expediente incluye los testimonios y las pruebas en que se basará la apelación.  
Seksyon 286.0105, Lwa Florida, deklare ke si van moun deside fé apel kontan nanpòt desizyon ki te pran pa yon tablo, ajans, oswa komisyon ki gen rapò ak nenpòt pwoblèm konsidere nan yon revinyon oswa yon odvans, li pral bezwen yon dosye sou pwosedi yo, e ke pou rezon sa yo, li ka bezwen asire ke yon dosye vèbal nan pwosedi yo fèt, ki dosye gen ladant timwayaj ak prèvi ki montre apel la dwe baze.  
Orange County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability or family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), and those requiring language assistance (free of charge) should contact the Title VI/Nondiscrimination Coordinator at [access@ocfi.net](mailto:access@ocfi.net) or by calling 3-1-1 (407-836-3111).  
If you are hearing or speech impaired, you may reach the phone numbers above by dialing 711.  
El Condado de Orange no discrimina por motivos de raza, color, origen nacional, sexo, edad, religión, discapacidad o situación familiar. Aquellos que tengan preguntas o inquietudes sobre la no discriminación, aquellos que requieran asistencia especial según la Ley de Estadounidenses con Discapacidades (ADA) y aquellos que requieran asistencia lingüística (gratuito) deben comunicarse con el Coordinador de No Discriminación/Título VI en [access@ocfi.net](mailto:access@ocfi.net) o llamando 3-1-1 (407-836-3111).  
Si tiene problemas de audición o del habla, puede comunicarse con los números de teléfono anteriores marcando 711.  
Orange County pa fé diskriminasyon sou baz ras, koulè, orijin nasyonal, sèks, laj, reliyion, andikap oswa sityasyon fanmi. Moun ki gen kesyon oswa enkyetid konsènan non diskriminasyon, moun ki bezwen asistans espesyal dapre Lwa Ameriken andikap yo (ADA), ak moun ki bezwen asistans nan lang (gratis) ta dwe kontakte Kowòdonatè Tit VI/Nondiskriminasyon nan [access@ocfi.net](mailto:access@ocfi.net) oswa lè yo rele 3-1-1 (407-836-3111).  
Si w gen pwoblèm pou tande oswa pou w pale, ou ka kontakte nimewo telefon ki anwo yo lè w konpoze 7 3/14/2025 7782792

### Public Hearing Notices

**NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY RESIDENTIAL RENTAL PROJECTS**  
Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed \$74,000,000 Multifamily Housing Revenue Bonds, Series 1 to be designated (Orlando Family Development - Phase I) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and construction of the residential rental project listed below for persons of low, middle and moderate income:  
**PROJECT/LOCATION**  
Orlando Family Development - Phase I  
0 S Orange Avenue, Orlando, FL 32824  
East side of Orange Avenue, North of Mary Louis Lane (Parcel ID: 292434872903000)  
**NO. OF UNITS**  
300  
**OWNER**  
Orlando Leased Housing Associates XIV, L.L.P.  
The public hearing will be held at the following time and location:  
**TIME AND DATE**  
10:00 A.M. Wednesday, April 2, 2025  
**LOCATION**  
Orange County Administration Center 3rd Floor, Conference Room Legal "A" 201 South Rosalind Avenue Orlando, Florida 32801  
Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before Friday, March 28, 2025. Oral comments will be limited to no more than 3 minutes per person. The testimony and evidence intended to present oral comments should be directed to:  
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Attention: Executive Director  
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La Sección 286.0105 de los Estatutos de la Florida establece que si una persona decide apelar cualquier decisión tomada por una junta, agencia o comisión con respecto a cualquier asunto considerado en una reunión o audiencia, necesitará un registro de los procedimientos y que, para tal fin, es posible que deba asegurarse de que se haga un registro literal de los procedimientos, cuyo expediente incluye los testimonios y las pruebas en que se basará la apelación.  
Seksyon 286.0105, Lwa Florida, deklare ke si van moun deside fé apel kontan nanpòt desizyon ki te pran pa yon tablo, ajans, oswa komisyon ki gen rapò ak nenpòt pwoblèm konsidere nan yon revinyon oswa yon odvans, li pral bezwen yon dosye sou pwosedi yo, e ke pou rezon sa yo, li ka bezwen asire ke yon dosye vèbal nan pwosedi yo fèt, ki dosye gen ladant timwayaj ak prèvi ki montre apel la dwe baze.  
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Si tiene problemas de audición o del habla, puede comunicarse con los números de teléfono anteriores marcando 711.  
Orange County pa fé diskriminasyon sou baz ras, koulè, orijin nasyonal, sèks, laj, reliyion, andikap oswa sityasyon fanmi. Moun ki gen kesyon oswa enkyetid konsènan non diskriminasyon, moun ki bezwen asistans espesyal dapre Lwa Ameriken andikap yo (ADA), ak moun ki bezwen asistans nan lang (gratis) ta dwe kontakte Kowòdonatè Tit VI/Nondiskriminasyon nan [access@ocfi.net](mailto:access@ocfi.net) oswa lè yo rele 3-1-1 (407-836-3111).  
Si w gen pwoblèm pou tande oswa pou w pale, ou ka kontakte nimewo telefon ki anwo yo lè w konpoze 7 3/14/2025 7782739

### Public Hearing Notices

**PUBLIC HEARING NOTICE**  
A Public Hearing will be held for the purpose of adopting a reduction in the rate for high temperature hot water, for customers served by the Central Florida Tourism Oversight District effective for the first meter reading after March 28, 2025. The Public Hearing will be held on March 28, 2025 at 10:30 a.m. 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, at which time and place comments will be received concerning the rates as set forth below:  
**PROPOSED HIGH TEMPERATURE HOT WATER SCHEDULE**  
**RATE SCHEDULE HTHW**  
Consumption Charge per month per MMBTU  
**PROPOSED**  
\$14.09  
**CURRENT**  
\$53.79  
3/14/25 7781426

### Fictitious Name

**NOTICE UNDER FICTITIOUS NAME**  
**TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida, interested in said business enterprise is as follows:  
**Nick Huber**  
525 northwestern ave  
Dated at Altamonte Springs, Seminole County, Florida, 03/11/2025  
7782691 3/14/2025

### NOTICE UNDER FICTITIOUS NAME

**TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:  
**Sam's Property Care, LLC**  
under which (I am) (we are) engaged in business at 526 Angus Avenue That the (party) (parties) interested in said business enterprise is as follows:  
**Corey Wright**  
5266 Angus Avenue  
Dated at Orlando, Orange County, Florida, 03/10/2025  
7782898 3/14/2025

### Miscellaneous Legals

**IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT IN AND FOR VOLUSIA COUNTY, FLORIDA**  
**LAKESHAAMICE LAWSON HAWKINS, UMM and Petitioner** vs. **LEWIS JEFFERY HAWKINS, TO: Respondent**  
Amended  
FILED 2024 NOV 13 PM 2:38  
2024 NOV 13 PM 2:38  
CC 56 & CTY. COURT VOLUSIA CTY., FL  
CLERK OF THE CIRCUIT  
CASE NO.:2024 15161 FMDL DIVISION:04  
**NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE**  
**LEWIS JEFFERY HAWKINS**  
WARNING: Rule 12.285, Florida Family Law Rules of Procedure, require certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.  
Dated: November 13, 2024.  
**LAURA E ROTH**  
CLERK OF THE CIRCUIT COURT  
By Gabriella Albaran  
Deputy Clerk  
2/21/25, 2/28/25, 3/7/25, 3/14/25 7769146

**Closing of Medical Office**  
**CLOSING OF MEDICAL PRACTICE NOTICE**  
Norma L. Waite, M.D. announces the closing of her OB/GYN practice effective March 22, 2025. Radiance Women's Center (Nateva D. Carrington, MD) will assume all patient records for your continued care or if you would like your records to be sent to a physician of your choice, please call the office at 407-363-9499. After March 21, 2025 you can contact Radiance Women's Center at 407-743-2100  
2/26/2025, 3/8/2025, 3/14/2025, 3/18/2025 7766319  
**AFTER 16 YEARS AT ORLANDO ORTHOPAEDIC CENTER, DR. DANIEL M. FROHWEIN RETIRED**  
Dr. Frohwein would like to thank all his patients for the trust they had in him as their physician. Patients wishing to request copies of their medical records can direct their request to Orlando Orthopaedic Center at 25 W. Crystal Lake Street, Suite 200, Orlando, FL 32806 or by phone at 407-254-2500. Patients are also welcome to continue their medical care with any of the other physicians at Orlando Orthopaedic Center. For information on our other physicians, please visit [www.orlandoorho.com](http://www.orlandoorho.com).  
2/28/2025, 3/7/2025, 3/14/2025, 3/21/2025 7774317

### Community Bulletin Board

### AUCTIONS

**2 GREAT AUCTIONS**  
**ONLINE & ABSENTEE BIDDING**  
Ice Cream Shop, Altamonte Springs Tues, March 18, 2025 11:30 AM  
Items are Located at 580 Sanford Ave, Altamonte Springs, FL 32701  
For Auction Information Please Contact Mike @ (513) 303-8183  
**SALE #2**  
Brick and Fire Pizza, Orlando FL Wed, March 19, 2025 11:30 AM  
Items are Located at 1621 S Orange Ave, Orlando, FL 32806  
AB3956 ROBERT 9542975876

### Garage Sales

### Orange County Garage Sales

### Seminole County Garage Sales

### MULTI-FAMILY SALE

### Volusia County Garage Sales

### Merchandise

### Pets

**Pets for Sale**  
SHIHTZU PUPS M/F 8 WKS SHOTS HEALTH CERT Paper/outside trained raised at home 5900 407-925-7354

### RealEstate for Sale

### Homes Orange County Northwest for Sale

**ORLANDO**  
FOR SALE at AUCTION! Sells to high bidder! Thur-March 27 at 6PM. CHICKASAW 1925 ARTS & CRAFTS 5 BED / 3.5 BATH POOL HOME in the LAKE EOLA HEIGHTS HISTORIC DISTRICT 803 E HARWOOD ST, ORLANDO 32803  
Alan Frenkel Auction & Realty 10%AF/Lic. Real Estate Broker/FL#AB3436A/US22  
407-402-8352

### Transportation

### Autos Wanted

1999 C5 CORVETTE - \$523,000.00 1999 owner white Corvette, perf pkg leather interior, Chrome wheels, new tires, belt fluids, upgraded radio, 34,500 miles unmoled, all mechanicals done, ready for the road 2 tops, cover, \$23,000.00 Kevin 727-593-4504/727-470-9680

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## RESOLUTION NO. 672

### A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT MODIFYING THE DISTRICT'S HIGH TEMPERATURE HOT WATER UTILITY RATE FOR THE REMAINDER OF FISCAL YEAR 2025; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**WHEREAS**, on September 25, 2024, the Central Florida Tourism Oversight District adopted utility rates for water, chilled water, electric, hot water, reclaimed water, solid waste, natural gas and sewer customers, as set forth in Resolution No. 668; and

**WHEREAS**, the District provides hot water as either high temperature hot water (HTHW) or low temperature hot water and charges different rates for each; and

**WHEREAS**, in November, 2024, the District's HTHW meter at the Central Energy Plant was replaced and it was discovered that the actual volume of total HTHW being provided was significantly higher than the volume used to establish the current HTHW rates;

**WHEREAS**, because the District bases the HTHW rates on fully recovering the estimated cost of providing the service, an increase in the volume of HTHW provided, if charged at the current rates, correlates to a collection of funds in excess of the District's estimated cost to provide the service; and

**WHEREAS**, based on this recalculation of the actual volume of HTHW provided, the District's Utility Division recommends a reduction in the FY25 High Temperature Hot Water rate from \$53.79 per MMBTU to \$14.09 per MMBTU; and

**WHEREAS**, the collection of funds based on these reduced rates will fully cover the District's estimated costs to provide the service; and

**WHEREAS**, the Central Florida Tourism Oversight District properly advertised the notice for a public hearing to approve this Resolution; and

**WHEREAS**, the Central Florida Tourism Oversight District hereby finds that a reduction in the HTHW utility rate, as described herein, is an equitable modification and is in the best interests of the District and the health, safety and welfare of its citizens and property owners.

**NOW, THEREFORE, BE IT RESOLVED AND ENACTED** by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

**Section 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are made a part of this Resolution.

**Section 2. Utility Rate Adoption.** The Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts the utility rate for high temperature hot water customers, as set forth in **Exhibit "A"** attached hereto.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion of this Resolution.

**Section 4. Conflicts.** In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law.

**Section 5. Effective Date.** This Resolution shall become effective on March 28, 2025, after adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

**PASSED AND DULY ADOPTED**, with a quorum present and voting by the Board of Supervisors of the Central Florida Tourism Oversight District, this 28<sup>th</sup> day of March, 2025.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

\_\_\_\_\_  
Alexis Yarbrough, Chair of the Board of Supervisors

ATTEST:

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