AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 12, 2024
9:00 a.m.

Meeting location: Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Boardroom

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Board members in advance of the meeting.

- C. APPROVAL OF AUGUST 8, 2024 BOARD MEETING MINUTES (action item)
- D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

- 1. Chairman's Report
- 2. Treasurer's Report
- 3. Executive Director's Report

F. REGULAR AGENDA ITEMS

- 1. **CODE OF ETHICS BIANNUAL UPDATE** Angela J. Wallace, General Counsel (action item)
- 2. **TAX COLLECTOR PROGRAM** Angela Melton, Director of Customer Experience/Marketing and Tom Chully, Director of Service Strategy (info item)

(CONTINUED ON NEXT PAGE)

- G. BOARD MEMBER COMMENT
- H. ADJOURNMENT

This meeting is open to the public.

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, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Malaya.Bryan@CFXway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES BOARD MEETING August 8, 2024

Location: Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Boardroom

A. CALL TO ORDER

The meeting was called to order at approximately 9:02 a.m. by Chairman Arrington.

Board Members Present:

Commissioner Brandon Arrington, Osceola County (Chairman)
Christopher "C.J." Maier, Gubernatorial Appointment (Vice Chairman)
Mayor Buddy Dyer, City of Orlando (Treasurer)
Mayor Jerry Demings, Orange County
Commissioner Andria Herr, Seminole County
Commissioner Christine Moore, Orange County
Commissioner Sean Parks, Lake County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Rick Pullum, Gubernatorial Appointment

Board Member Not Present:

Commissioner Tom Goodson, Brevard County

Staff Present at Dais:

Michelle Maikisch, Executive Director Angela J. Wallace, General Counsel Mimi Lamaute, Manager of Board Services/Board Recording Secretary

Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- Public Comments (In-Person): There were no public comments.
- Public Comment (Written): There were no written public comments.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



C. APPROVAL OF JUNE 13, 2024 BOARD MEETING MINUTES

A motion was made by Mayor Demmings and seconded by Commissioner Herr to approve the June 13, 2024 Board Meeting Minutes as presented. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:

Project 417-141	Hubbard Construction Company	\$ 342,612.85
Project 417-149	Sacyr Construccion SA, Inc.	\$ 122,440.62
Project 429-154	The Middlesex Corporation	\$ 374,756.58

- 2. Approval of Payment to Prince Contracting, LLC for a Material Price Index Adjustment for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: \$174,715.43)
- Approval of Second Contract Renewal with PI Consulting, LLC for Systemwide Construction, Engineering and Inspection Services, Contract No. 001694 (Agreement Value: \$750,000.00)

ENGINEERING

- 4. Approval of BCC Engineering, LLC as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145
- 5. Approval of Contract Award to Transportation Systems Inc. for CFX Headquarters Lighting Retro-Commissioning, Project No. 408-428, Contract No. 002108 (Agreement Value: \$684,310.00)
- 6. Approval of Contract Award to Chinchor Electric, Inc. for Systemwide All Electronic Tolling Signing & Pavement Markings, Project No. 599-669, Contract No. 002105 (Agreement Value: \$5,432,100.00)

INTERNAL AUDIT

- 7. Acceptance of Internal Audit Reports:
 - a. Fiscal 2024 Microsoft Cloud Security Review
 - b. Fiscal 2025 Internal Audit Plan and Risk Assessment

LEGAL

- 8. Approval of Utility Relocation Agreement between CFX and AT&T Enterprises Florida, LLC, Project No. 516-236 (Agreement Value: \$389,010.00)
- 9. Approval of Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, Project No. 516-236 (Agreement Value: \$8,712,000.00)
- Approval of the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for Expressway System, Project: SR 538 Poinciana Parkway Extension: Project Numbers 538-234, 538-235, and 538-235A

MAINTENANCE

 Approval of KMG Fence, LLC, Total Pressure Cleaning Servies and Velocity Civil Construction as Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services, Contract No. 002062

PROCUREMENT

12. Approval of Revised Procurement Policy and Resolution

TECHNOLOGY/TOLL OPERATIONS

- 13. Approval of Purchase Order to Converge Technology Solutions US, LLC for Managed Infrastructure Services (Agreement Value: \$185,658.40)
- 14. Approval of Maintenance Agreement with AT&T for Dedicated Internet and Bandwidth Services (Agreement Value: \$95,755.68)
- Approval of Interlocal Agreement Between CFX and the Seminole County Tax Collector to Distribute E-PASS Sticker Tags

TRAFFIC OPERATIONS

- Approval of Contract Award to Michael Baker International, Inc. for Professional Engineering Consultant Services for Systemwide Sustainability Study Update, Project No. 599-438, Contract No. 002075 (Agreement Value: \$375,000.00)
- 17. Approval of Purchase Order to One Network USA, Inc. for Lane Closure Notification System, Project No. 599-436 (Agreement Value: \$99,000.00)

A motion was made by Mr. Martinez and seconded by Mr. Maier to approve the Consent Agenda as presented. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Arrington announced that in June, CFX joined with the other tolling agencies in Florida to participate in the International Bridge, Tunnel and Turnpike Association's first ever Global Safety Campaign called "Be Safe Together". The Florida agencies created a united voice that was shared statewide through videos and DMS signs. As part of the program, Chairman Arrington participated in an exclusive ride-along with Trooper Steve from WKMG where he highlighted all the aspects that make CFX's system safe, including the design of CFX's network, the maintenance of CFX's system and the programs implemented, such as flex lanes to ensure everyone is safe while traveling.
- Lastly, he joined the CFX team during the presentations to the rating agencies, S&P and Moody's. Congratulations to the team on the elevated CFX's Bond rating and outlook.

2. TREASURER'S REPORT

Mayor Dyer reported that as of the end of June 2024, CFX's toll revenue was \$711,000,000 fiscal year-to-date, which is 1% above projections.

Total Operations, Maintenance and Administrative expenses were \$122,000,000, which is 13% under budget.

After debt service, the total net revenue available for projects was \$409,000,000.

It should be noted that due to year end accruals these are not final numbers.

3. EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report in written form was previously distributed.

In addition, Ms. Maikisch highlighted the following:

Ms. Maikisch reiterated the Chairman's remarks about the tour with S&P and Moody's. She
thanked Chairman Arrington for helping to share CFX's story with the rating agencies. She
requested Ms. Lisa Lumbard, Chief Financial Officer, share the results of the newest bond
issuances.

- Ms. Lumbard reported that on July 15th, a portion of the 2016 A and B bonds was defeased. On July 30th, the new series 2024 A and B bonds were priced, totaling \$361 million in par amount. PFM served as the financial advisor, Nelson Mullins as bond counsel, Neighbors Giblin & Nickerson as disclosure counsel, and J.P. Morgan as the lead underwriter. The true interest cost for the issuance was 3.78%. The final pricing of the 2024 bonds, combined with the partial defeasance of the 2016 bonds, achieved a net present value savings of over \$22.4 million (9%). Additionally, 49 unique investors purchased the bonds, with more than half being new investors.
- Ms. Maikisch reported on the ongoing safety initiatives at CFX. In addition to the campaign mentioned by Chairman Arrington, the CFX team launched a new effort where road rangers distribute free emergency lights to drivers they assist on the expressways. This initiative supports Haley's Light, a nonprofit founded in 2023 in memory of Haley Boggs, a local college student who died after her car broke down on the side of the road. The campaign aims to raise awareness of Florida's expanded Move Over Law. FHP has also included a message with the lights on what to do if stranded on the roadside. The state has shown interest in joining this campaign. Ms. Maikisch commended the customer experience, communications, and maintenance teams for their efforts in raising awareness.
- Ms. Maikisch also announced the completion of a long-term project—the Wekiva Parkway book, titled The River and the Road: The Story of the Wekiva Parkway. This project, developed in partnership with Dan Tracy, a former Orlando Sentinel transportation reporter, documents the journey of this significant Florida infrastructure project. Copies of the book were distributed, and the community can access a digital version on the CFX website. Michelle expressed her excitement about the project, highlighting its national recognition for bringing together transportation, environmental, and regulatory stakeholders.

F. REGULAR AGENDA ITEMS

1. REAPPOINTMENT OF CHRISTOPHER MURVIN TO THE CFX RIGHT OF WAY COMMITTEE BY BOARD MEMBER RICK PULLUM

A motion was made by Mr. Pullum and seconded by Commissioner Herr for approval of the reappointment of Christopher Murvin to the Right of Way Committee. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

2. STRATEGIC PLAN

Ms. Racquel Asa, Senior Director of External Affairs and Mr. Will Hawthorne, Director of Transportation Planning and Policy presented CFX's Strategic Plan for FY 25 - 28.

The Board Members commented and asked questions, which were answered by Ms. Asa.

A motion was made by Commissioner Herr and seconded by Mayor Demings for approval of the FY 2025-2028 CFX Strategic Plan. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

3. INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems described the purpose of Intelligent Transportation Systems (ITS). He provided details on the origin of the Fiber Optic Network, the key partnership and described the first roadside devices. Mr. Homayouni detailed the ITS Device and Network Expansion and what's in the future.

The Board Members commented and asked questions which were answered by Mr. Homayouni.

(This item was presented for information only. No action was taken by the Board.)

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Parks;
- Mayor Demings;
- Mr. Maier;
- Commissioner Herr;
- Mr. Martinez; and
- Mr. Pullum.

H. ADJOURNMENT

Chairman Arrington adjourned the Board Mee	eting at approximately 9:53 a.m.
Commissioner Brandon Arrington	Mimi Lamaute
Chairman	Recording Secretary
Central Florida Expressway Authority	Central Florida Expressway Authority
Minutes approved on, 202	24.

Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, PublicRecords@CFXway.com, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, www.CFXway.com.



D.Consent Agenda

CONSENT AGENDA September 12, 2024

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:

Project 417-141	Hubbard Construction Company	\$ 173,676.38
Project 417-149	Sacyr Construccion SA, Inc.	\$ 130,250.65
Project 429-153	SEMA Construction, Inc.	\$ 598,627.64
Project 599-416C & 599-421B	Gomez Construction Co.	\$ 51,893.60
Project 599-545B	SICE, Inc.	(\$ 407,057.81)
Project 599-659	Chinchor Electric, Inc.	(\$ 47,306.75)
Project 599-663A	Chinchor Electric, Inc.	(\$ 42,594.72)
Project 599-663B	Chinchor Electric, Inc.	(\$ 88,103.62)
Project 599-663C	Traffic Control Devices, LLC	(\$ 45,778.20)

2. Approval of Contract Award to Hill International, Inc. for Construction Management Consultant Services, Contract No. 002127 (Agreement Value: \$1,750,000.00)

ENGINEERING

- 3. Approval of Quality Counts, LLC as a Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
- 4. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 408 Capacity Improvements from Kirkman Road to East of Church Street, Project No. 408-174, Contract No. 002115

LEGAL

- 5. Approval of the Right of Way Acquisition Agreement between the Central Florida Expressway Authority and OPLR LLC (INB Homes) for Project No. 538-235, Poinciana Parkway Extension (Agreement Value: \$2,102,302.52)
- 6. Approval of the Revised Property Acquisition, Disposition and Permitting Policy and Resolution

MAINTENANCE

- 7. Approval of Second Renewal with AutoBase Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: \$2,278,178.00)
- 8. Approval of United Sweeping, LLC and Bennett Management of Florida, LLC as Subconsultants to VGS Infrastructure Services, Inc. (formerly Louis Berger Hawthorne Services) for Roadway and Maintenance Services SR 429, SR 414, SR 451 and SR 453, Contract No. 001821

- Approval of Supplemental Agreement No. 1 with Jorgensen Contract Services for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension, Contract No. 002062 (Agreement Value: \$2,745,000.00)
- 10. Approval of Purchase Order to Pi Variables, Inc. d/b/a *pi*-lit for Impact Detection System (Agreement Value: \$210,000.00)

PUBLIC OUTREACH

11. Reauthorization of Executive Director to Enter into Public Outreach Agreements

SERVICE STRATEGY

12. Approval of Final Ranking and Authorization for Negotiations for Visitor Toll Pass Integration, Contract No. 002109

TECHNOLOGY/TOLL OPERATIONS

- 13. Approval of First Renewal with KPMG LLP for Information Technology Consultant Services, Contract No. 001798 (Agreement Value: \$792,000.00)
- 14. Approval of Purchase Order to SHI International Corporation for Microsoft Office 365, Windows Server and Microsoft SQL Server Database Licenses Support (Agreement Value: \$904,369.86)
- 15. Approval of Purchase Order to SHI International Corporation for Microsoft Dynamics and Database Licenses (Agreement Value: \$614,570.51)

TRAFFIC OPERATIONS

16. Approval of Task Order No. 2 with the University of Central Florida Board of Trustees under Master Interlocal Agreement, Contract No. 002017 (Agreement Value: \$160,000.00)

RISK MANAGEMENT

17. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: \$300,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: August 11, 2024 to September 8, 2024
 - 1. 534-244: Design Consultant Services for SR 534 Segments 4 & 5
 - 2. 599-576: Intelligent Transportation System Closed Circuit Television Replacement
 - 3. Pressure Washing Services: SR 414, SR 429, SR 451 and SR 453

The following items are for information only and are subject to change:

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
 - 1. 414-781: SR 414 Concrete Coatings Construction
 - 2. 528-184: SR 528 Farm Access Road 2 Bridge Removal Design
 - 3. 528-769: SR 528 Miscellaneous Resurfacings Construction
 - 4. 528-778: SR 528 Bridge Improvements Construction
 - 5. 599-426: Systemwide Generator Replacements Construction
 - 6. 599-765: System Plaza Building Repairs and Roof Replacements Construction
 - 7. 599-770: SR 417 & SR 408 Concrete Coatings Construction
 - 8. 599-773: Systemwide Steel Bridge Coatings Construction
 - 9. 599-774: Systemwide Butterfly Truss Coatings Construction
 - 10. 800-904: Goldenrod Road (SR 551) Resurfacing Construction
 - 11. Systemwide Material Testing and Geotechnical Services

CONSENT AGENDA ITEM #1

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.

Director of Construction

DATE: August 22, 2024

SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) September 2024	Total Amount (\$) to Date*	Time Increase or Decrease
417-141	Hubbard Construction Company	SR 417 Widening From International Drive to John Young Parkway	\$ 81,671,607.60	\$ 5,093,644.46	\$ 173,676.38	\$ 86,938,928.44	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening From Landstar Blvd. to Boggy Creek Rd.	\$ 77,876,338.00	\$ 1,799,457.94	\$ 130,250.65	\$ 79,806,046.59	0
429-153	SEMA Construction, Inc.	SR 429 Widening From West Rd. to SR 414	\$ 127,180,000.00	\$ 7,672,246.61	\$ 598,627.64	\$ 135,450,874.25	0
599-416C & 599-421B	Gomez Construction Co.	CFX East District Facility Renovation & 525 S. Magnolia Ave Parking Lot Phase II		\$ 55,936.65	\$ 51,893.60	\$ 3,554,256.46	0
599-545B	SICE, Inc.	DMS Replacement Project - Phase II	\$ 4,263,038.18	\$ (411,784.29)	\$ (407,057.81)	\$ 3,444,196.08	0
599-659	Chinchor Electric, Inc.	Systemwide Wrong Way Driving Prevention	\$ 387,407.94	\$ -	\$ (47,306.75)	\$ 340,101.19	0
599-663A	Chinchor Electric, Inc.	SR 408 Mainline Plaza Sign Updates	\$ 605,683.06	\$ 90,043.28	\$ (42,594.72)	\$ 653,131.62	0
599-663B	Chinchor Electric, Inc.	SR 417 Mainline Plaza Sign Updates	\$ 697,963.12	\$ -	\$ (88,103.62)	\$ 609,859.50	0
599-663C	Traffic Control Devices, LLC	Miscellaneous Sign Updates	\$ 693,693.00	\$ -	\$ (45,778.20)	\$ 647,914.80	0

TOTAL \$ 323,607.17

Reviewed By:

Glenn M. Pressimone, P.E., Chief of Infrastructure

^{*} Includes requested amount for this current month. Total to date does not include costs for material escalations or project incentives-disincentives.

Project 417-141: SR 417 Widening from International Drive to John Young Parkway

Hubbard Construction Company

SA No.: 417-141-0924-10

Conduit Covers at Overhead Sign Structure Uprights

Furnish and install conduit covers at overhead sign structure uprights per Plan Revision 6.

ADD THE FOLLOWING ITEMS:

Conduit Covers at Overhead Sign Structures

\$ 173,676.38

TOTAL AMOUNT FOR PROJECT 417-141

\$ 173,676.38

Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd. Sacyr Construccion SA, Inc. SA 417-149-0924-10

Repair Damaged Attenuator

Repair an attenuator damaged by an unknown third party and implement maintenance of traffic improvements on the northbound SR 417 off ramp to Jeff Fuqua Boulevard.

Repair Damaged Attenuator \$ 32,171.65

Sod Quantity Adjustment

Increase the Contract pay item quantity to reflect actual field measured quantities on the project.

INCREASE THE FOLLOWING ITEMS:

Performance Turf (Sod) \$ 98,079.00

<u>TOTAL AMOUNT FOR PROJECT 417-149</u>

\$ 130,250.65

Project 429-153: SR 429 Widening from West Road to SR 414

SEMA Construction, Inc. SA No.: 429-153-0924-06

Relocate Existing Bridge Mounted Guide Signs

Relocate two (2) existing bridge mounted guide signs to temporary ground mount assemblies.

ADD THE FOLLOWING ITEM:

Relocate Existing Bridge Mounted Guide Signs

\$ 18,449.75

Fuel Price Index Adjustment

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of March 2022 - July 2024. During this period of time \$90,806,473.51 of construction was performed/produced.

ADD THE FOLLOWING ITEM

Fuel Price Index Adjustment: March 2022 - July 2024

\$ 244,539.13

Bituminous Price Index Adjustment

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month asphalt price is greater or less than 5% of the bid/base price. In accordance with the contract specifications, the Engineer has calculated this bituminous adjustment for the project for the period of March 2022 - July 2024.

ADD THE FOLLOWING ITEM

Bituminous Price Index Adjustment: March 2022 - July 2024 \$ 335,638.76

TOTAL AMOUNT FOR PROJECT 429-153

\$ 598,627.64

Project 599-416C & 559-421B: CFX East District Facility Renovation & 525 S. Magnolia Ave. - Parking Lot Phase II Gomez Construction Co. SA 599-416C-0924-02

East District Facility Plan Revision 2

Reconfigure a planned storage room into two spaces to allow for construction of a server room to securely house CFX network equipment, per Plan Revision 2.

ADD THE FOLLOWING ITEMS:

East District Facility Plan Revision 2

\$ 12,090.10

Add Roof Canopy

Add a roof canopy to provide weather protection at the south entrance of the CFX East Facility building.

ADD THE FOLLOWING ITEMS:

Add Roof Canopy \$ 13,656.50

East District Facility Plan Revision 3

Reconfigure the planned open office space to allow for the construction of an additional office and storage room, modify the configuration of the conference room to allow for future expansion, and add designated circuitry for the existing fuel pump, per Plan Revision 3.

ADD THE FOLLOWING ITEMS:

East District Facility Plan Revision 3

\$ 26,147.00

TOTAL AMOUNT FOR PROJECT 599-416C

\$ 51,893.60

Project 599-545B: DMS Replacement Project - Phase 2 SICE, Inc.

SA 599-545B-0924-02

Final Quantities for Completed Contract Pay Items

DECREASE THE FOLLOWING ITEMS:	
Sediment Barrier	\$ (953.40)
Training For Data Collection Sensors	\$ (9,750.00)
Fiber Optic Splice Enclosure (72 Splice) (F&I)	\$ (4,721.58)
Pull Box (F&I)	\$ (767.05)
Small Fiber Optic Pull Box, 24" Dia. (F&I)	\$ (1,789.77)
Junction Box (Surface Mounted) (F&I)	\$ (1,136.36)
Fiber Optic Conduit, 1-1" HDPE SDR 11, Trench Or Plow	\$ (477.00)
Fiber Optic Conduit, 3-1" HDPE SDR 11, Trench Or Plow	\$ (5,153.85)
Fiber Optic Conduit, 1-2" HDPE SDR 11, Trench Or Plow	\$ (87,599.44)
Fiber Optic Conduit, 1-2" HDPE SDR 11, Directional Bore	\$ (20,658.40)
Fiber Optic Conduit, 2-2" HDPE SDR 11, Trench Or Plow	\$ (4,454.10)
Fiber Optic Conduit, 1-1" and 2-2" Conduit, Directional Bore	\$ (2,078.60)
Fiber Optic Conduit, 1-2" Rigid Galvanized Steel, Wall Mounted	\$ (2,258.40)
Fiber Optic Conduit, 1-2" Rigid Galvanized Steel, Above Ground	\$ (705.75)
Fiber Optic Conduit, 2-2" Rigid Galvanized Steel, Above Ground	\$ (1,155.75)
Fiber Optic Conduit, 3-2" Rigid Galvanized Steel, Above Ground	\$ (1,995.00)
Tubular Route Marker (Power)	\$ (113.64)
Electrical Service Disconnect (Adjust)	\$ (849.43)
Electrical Service Wire (Remove)	\$ (1,288.20)
Prestressed Concrete Pole, F&I, Type P-II Service Pole	\$ (3,562.62)
Cut-To-Length Fiber Optic Jumper (F&I)	\$ (920.52)
Luminaire, F&I, Sign Mount	\$ (3,581.82)
Dispute Review Board Allowance	\$ (30,000.00)
Work Order Allowance	\$ (277,976.12)
	\$ (463,946.80)
INCREASE THE FOLLOWING ITEMS:	
Fiber Optic Cable (12 SM Fiber) (F&I)	\$ 5,258.40
Fiber Optic Conduit, 4-1" HDPE SDR 11, Trench Or Plow	\$ 193.20
Fiber Optic Conduit, 2-2" HDPE SDR 11, Directional Bore	\$ 12,487.66
Fiber Optic Conduit, 3-2" HDPE SDR 11, Trench Or Plow	\$ 410.40
Fiber Optic Conduit, 3-1" and 1-2" Conduit, (F&I) Trench Or Plow	\$ 20,245.17
Electrical Service Disconnect (F&I)	\$ 1,451.88
Electrical Conductors (F&I) (Insulated) (XHHW) (No. 1)	\$ 3,206.48
Electrical Conductors (F&I) (Insulated) (XHHW) (No. 2)	\$ 315.70
Electrical Conductors (F&I) (Insulated) (XHHW) (No. 6)	\$ 96.72
Electrical Conductors (F&I) (Insulated) (XHHW) (No. 1/0)	\$ 11,638.15
Fiber Optic Patch Panel – 12 Port (F&I)	\$ 1,585.23
	\$ 56,888.99
SUBTOTAL THIS CHANGE:	\$ (407,057.81)
AL AMOUNT FOR PROJECT 599-545B	\$ (407,057.81)

Project 599-659: Systemwide Wrong Way Driving Prevention

Chinchor Electric, Inc. SA 599-659-0924-01

Final Quantities for Completed Contract Pay Items

DECREASE THE FOLLOWING ITEMS:	
Portable Changeable Message Sign, Temporary	\$ (86.25)
Allowance For Review Disputes Board	\$ (5,000.00)
Work Order Allowance	\$ (46,073.00)
	\$ (51,159.25)
INCREASE THE FOLLOWING ITEMS:	
Temporary Separator, F&I Remain	\$ 2,794.50
Thermoplastic, Standard White, Message or Symbol	\$ 736.00
Thermoplastic, Standard White, Arrow	\$ 322.00
	\$ 3,852.50
SUBTOTAL THIS CHANGE:	\$ (47,306.75)
TOTAL AMOUNT FOR PROJECT 599-659	\$ (47,306.75)

Project 599-663A: SR 408 Mainline Plaza Sign Updates

Chinchor Electric, Inc. SA 599-663A-0924-02

Final Quantities for Completed Contract Pay Items

DECREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign, Temporary	\$	(115.00)
Sign Panel, Furnish & Install Overhead Mount, 51-100 SF	\$	(4,432.79)
Sign Panel, Remove, 51-100 SF	\$	(1,185.94)
Allowance For Review Disputes Board	\$	(5,000.00)
Work Order Allowance	\$	(45,180.75)
	\$	(55,914.48)
INCREASE THE FOLLOWING ITEMS:		
Sign Panel, F&I, CMS, 51-100 SF	\$	9,224.61
Sign Panel, Remove, CMS, 51-100 SF	\$	4,095.15
	\$	13,319.76
SUBTOTAL THIS CHANGE:	\$	(42,594.72)
TOTAL AMOUNT FOR PROJECT 599-663A	<u>\$</u>	(42,594.72)

Project 599-663B: SR 417 Mainline Plaza Sign Updates

Chinchor Electric, Inc. SA 599-663B-0924-01

Final Quantities for Completed Contract Pay Items

DECREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign, Temporary	\$	(120.00)
Single Post Sign, Remove	\$	(41.40)
Sign Panel, Furnish & Install Overhead Mount, 21-30 SF	\$	(7,767.42)
Sign, Relocate, CMS 51-100 SF	\$	(6,498.74)
Sign Panel, Remove, 21-30 SF	\$	(8,349.00)
Sign Panel, Remove, 51-100 SF	\$	(1,237.50)
Sign Panel, F&I, CMS, 51-100 SF	\$	(19,948.50)
Sign Panel, Remove, CMS, 51-100 SF	\$	(8,546.40)
Allowance For Review Disputes Board	\$	(5,000.00)
Work Order Allowance	\$	(40,096.30)
	\$	(97,605.26)
INCREASE THE FOLLOWING ITEMS:		
Sign Panel, Furnish & Install Overhead Mount, 51-100 SF	\$	9,501.64
SUBTOTAL THIS CHANGE:	\$	(88,103.62)
TOTAL AMOUNT FOR PROJECT 599-663B	<u>\$</u>	(88,103.62)

Project 599-663C: Miscellaneous Sign Updates

Traffic Control Devices, LLC

SA 599-663C-0924-01

Final Quantities for Completed Contract Pay Items

TOTAL AMOUNT FOR PROJECT 599-663C	\$ (45,778.20)
SUBTOTAL THIS CHANGE:	\$ (45,778.20)
INCREASE THE FOLLOWING ITEMS: Sign Panel, Furnish & Install Overhead Mount, 51-100 SF	\$ 12,730.00
	\$ (58,508.20)
Work Order Allowance	\$ (37,808.20)
Allowance For Review Disputes Board	\$ (5,000.00)
Sign Panel, Remove, 21-30 SF	\$ (7,175.00)
Sign Panel, Furnish & Install Overhead Mount, 21-30 SF	\$ (7,900.00)
Portable Changeable Message Sign, Temporary	\$ (625.00)
DECREASE THE FOLLOWING ITEMS:	

CONSENT AGENDA ITEM #2

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Contract Award to Hill International, Inc. for Construction

Management Consultant Services

Contract No. 002127

A request for Letters of Interest (LOI) for the above referenced project was advertised on July 14, 2024. One response was received by the August 8, 2024 deadline. That firm was Hill International, Inc. The Director of Procurement and the Director of Construction met to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee met on August 20, 2024 and shortlisted Hill International, Inc. The Evaluation Committee, by consensus, agreed that a presentation was not needed.

The work to be performed includes construction management services.

Board award of the contract to Hill International, Inc. in the amount of \$1,750,000.00 for a one year term with four (4) one-year renewals is requested.

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by:

Jack Burch, PE

Director of Construction

Glenn Pressimone, PE

LOI-002127 Evaluation Committee Meeting – August 20, 2024 Minutes

The Evaluation Committee for Construction Management Consultant Services, Contract No. 002127, held a duly noticed meeting on Tuesday, August 20, 2024, at 10:00 a.m. in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Brent Dustin, CFX Construction Project Manager Jack Burch, CFX Director of Construction Kim Murphy, CFX Project Administrator Malaya Bryan, CFX Director of Business Opportunities

Other Attendees:

Aneth Williams, CFX Director of Procurement

Discussion and Motions:

Ms. Williams began the meeting with collection of the disclosure forms and explained that CFX received only one proposal for this project. Ms. Williams then opened the floor for discussion, after discussion, the Committee decided to move forward with the one proposal, then the Committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Firms</u>	<u>Score</u>	Ranking
Hill International, Inc.	4	1

The Evaluation Committee recommends CFX Board approve contract award to Hill International, Inc. in the amount of \$1,750,000.00 for one year with four one (1) year renewal option. Brent Dustin approved the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 11:15 a.m. These minutes are the official minutes of the Evaluation Committee meeting for LOI 002127 held Tuesday, August 20, 2024.

Submitted by:	Will
	Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Brent Dustin, Construction Project Manager

EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES CONTRACT NO. 002127

CONSULTANT	BRENT DUSTIN	JACK BURCH	KIM MURPHY	MALAYA BRYAN	SCORE	RANKING
HILL INTERNATIONAL, INC.	1	1	1	1	4	1

EVALUATION COMMITTEE MEMBERS:

DATE: 8/20/2024

DATE: 8/20/2024

DATE: 8/20/2024

DATE: 8/20/2024

AGREEMENT



AND

HILL INTERNATIONAL, INC.

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 002127

CONTRACT AMOUNT: \$1,750,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND NON-CONFLICT DISCLOSURE FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND NON-CONFLICT DISCLOSURE FORM

FOR

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES CONTRACT NO. 002127

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Potential Conflict Disclosure Form	

Table of Contents

1.0	SERVICES TO BE PROVIDED	1
2.0	TERM OF AGREEMENT AND RENEWALS	2
3.0	PROFESSIONAL STAFF	2
4.0	COMPENSATION	3
5.0	DOCUMENT OWNERSHIP AND RECORDS	4
6.0	COMPLIANCE WITH LAWS	5
7.0	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	6
8.0	TERMINATION	6
9.0	ADJUSTMENTS	7
10.0	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	7
11.0	INFRINGEMENT OF PATENTS AND COPYRIGHTS	8
12.0	THIRD PARTY BENEFICIARY	8
13.0	INSURANCE	9
14.0	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	11
15.0	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	11
16.0	DOCUMENTED ALIENS	12
17.0	FLORIDA VENDOR ELIGIBILITY REQUIREMENTS	12
18.0	INSPECTOR GENERAL	16
19.0	AVAILABILITY OF FUNDS	
20.0	AUDIT AND EXAMINATION OF RECORDS	16
21.0	GOVERNING LAW AND VENUE	17
22.0	NOTICE	18
23.0	HEADINGS	18
24.0	CONTRACT LANGUAGE AND INTERPRETATION	18
25.0	ASSIGNMENT	19
26.0	SEVERABILITY	19
27.0	INTEGRATION	19
28.0	ATTACHMENTS	19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES CONTRACT NO. 002127

THIS AGREEMENT, is made and entered into by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Hill International, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 8815 Conroy Windermere Road #354, Orlando, FL 32835.

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

CFX's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Director of Construction.

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

This Agreement is considered a non-exclusive Agreement between the parties.

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a one (1) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to four (4) 1-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

3.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

BCC Engineering, LLC T.Y. Lin International HBC Engineering Company WSB LLC

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed \$75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of \$75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

4.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the amount of \$1,750,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable and determined by CFX, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

5.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 8815 Conroy Windermere Road #354, Orlando, FL 32835.

Notwithstanding Paragraph 14, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2). Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

- 2. 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.
- 3. 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.
- 4. 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.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 5.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

6.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

6.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains the professional liability

insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract.

7.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 4.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 4.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

8.0 TERMINATION

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in **Exhibit** "**B**", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this

Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 4.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

9.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

10.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers, board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be

liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 10.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

11.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 11.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 THIRD PARTY BENEFICIARY

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

13.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

- Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with Insurance Services Office (ISO) Form CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 13.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO Form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights

of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

- 13.3 Workers' Compensation coverage shall be maintained in accordance with the laws of the State of Florida. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 13.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A"- (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

14.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 5.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

15.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

16.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 16.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

17.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

17.1 E-Verification

- A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor/Consultant.
- B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant obtains and maintains affidavits from each of its

subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

17.2 Public Entity Crimes

Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (3) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

17.3 Scrutinized Companies

- A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor/Consultant is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.
- B. If the Contract value meets or exceeds \$1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor/Consultant is not engaged in business operations in Cuba or Syria.
- C. In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor/Consultant is found to have been placed on any of the applicable lists

referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

17.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, Contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

17.5 Countries of Foreign Concern

- A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.
- B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:
- (1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor/Consultant; or (c) Contractor/Consultant is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1).
- (2) Contractor/Consultant hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such

violation may include any provided for in Section 287.138(5), including without limitation: (a) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (b) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

17.6 Common Carrier

- A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.
- B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:
- (1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.
- (2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

17.7 Human Trafficking

In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

17.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification

CFX-210: Certifications Regarding Vendor Eligibility

CFX 220: Human Trafficking Affidavit

CFX-230: Common Carrier Attestation

CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Consultant has not yet executed any such forms: (1) Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Consultant to do shall be cause for termination of this Contract by CFX.

18.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 18.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

20.0 AUDIT AND EXAMINATION OF RECORDS

- 20.1 Definition of Records:
- (i) "Contract Records" shall mean any and all records, documents, information, communications, and data, regardless of the format or method of storage (physical, electronic, or other), related to the CONSULTANT's performance of this Contract and shall include without limitation any and all writings, working papers, drafts, invoices, financial reports, field notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, supporting documents, and any other papers or data in whatever form.
 - (ii) "Proposal Records" mean any and all records, documents, information, and

data, regardless of the format or method of storage (physical, electronic, or other), used by CONSULTANT in determining labor, unit price, or any other component of a solicitation response submitted by CFX and shall include without limitation writings, working papers, charts or other data compilations that contain or reflect information, data or calculations, as well as any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies, and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

- 20.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT and any subconsultant submits to and agree to comply with the provisions of this section.
- 20.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 20.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 20.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 20.6 The obligations in Section 20.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without

giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 21.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

22.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: Hill International, Inc.

8815 Conroy Windermere Road #354

Orlando, FL 32835 Attn: Daniel Sokol, PE

Hill International, Inc.

80 SW 8th Street, Suite 2220

Miami, FL 33130

Attn: Eladio Castrodad, P.E.

23.0 HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

24.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

27.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

28.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Potential Conflict Disclosure Form

SIGNATURES TO FOLLOW]

Florida Expressway Authority, signing by and the	ereto have made and executed this Contract: Central nrough its Director of Procurement, authorized to y of September 2024, and, duly authorized to
execute same.	, <u> </u>
HILL INTERNATIONAL, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY: Director of Procurement
Title:	Print Name: Aneth Williams
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	
Print Name: Angela J. Wallace	

EXHIBIT A SCOPE OF SERVICES

SCOPE OF SERVICES CONSTRUCTION MANAGEMENT CONSULTANT CONTRACT NO. 002127

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (CFX).

2.0 OVERVIEW OF SCOPE OF SERVICES

The intent of the CMC program is to provide oversight of CFX's construction work program. The CMC serves as an integral management component of the CFX Construction department. The CMC has direct communication with, and provides oversight of, Construction Engineering and Inspection (CEI) and other professional services consultants doing business with CFX. The CMC will be expected to have an in-depth understanding of CFX's Construction Program and overall Agency framework and be capable of providing administrative and technical support required for successful program management. The CMC shall provide a resource pool of experienced personnel in clearly defined roles and at appropriate staffing levels to administer the services assigned under the Contract.

This contract will not preclude the CMC Consultant firm from pursuing CFX design contracts. However, the CMC shall not provide direct Project Management oversight services for projects for which their firm is the Engineer of Record (EOR). The CMC firm will be prohibited from pursuing Construction Engineering and Inspection (CEI) contracts as the Prime consultant.

CFX will request CMC services on an as-needed basis. The services to be provided will be initiated and completed as directed by CFX's Director of Construction. CFX does not guarantee that any or all of the services described will be assigned during the term of the Agreement. Further, the CMC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The initial focus of the CMC program is to develop a systematic understanding of CFX's policies and procedures. The CMC shall develop training and effective progress measurement tools to provide support to CEIs and improve the accuracy and consistency of construction administration. All CMC project coordination shall be through the CEI.

The CMC shall develop and implement a Continual Process Improvement (CPI) program to improve efficiency and effectiveness of both the CMC and the overall

Construction/CEI Program. The CPI program shall include quarterly and annual reviews and progress reporting. Within the first 30 days following NTP, the CMC shall prepare a deliverable schedule based on the information in this scope of services and work in conjunction with CFX to establish the overall expectations of the CPI program. The CMC shall submit the initial CPI proposal to CFX within 90 days of NTP.

CFX has begun the implementation of new Enterprise Resource Planning (ERP) software that will affect all the Agency's business processes. The CMC will be expected to assist the CFX Construction department, as needed, with this implementation. The CMC will be required to develop an in-depth understanding of the software and its capabilities. In the event supplemental software will be required to support business processes inherent to Construction, the CMC may be tasked with researching and recommending product solutions to CFX.

Once internal training for the ERP system has been completed, the CMC may be tasked with developing training materials for CFX Consultants and Contractors. The CMC will provide training and support for the use of the new system to all relevant stakeholders.

The CMC will be responsible for the review of all construction pay submittals and consultant invoices to ensure compliance with Contract Documents prior to recommending payment by CFX. The CMC will provide Independent Assurance (IA) oversight of ongoing construction activities to ensure projects are being administered in accordance with CFX's policies and procedures. The CMC's initial core responsibilities include the following:

- Develop and implement a process for the review of construction estimates, consultant invoices, Direct Purchase Material invoices and miscellaneous pay submittals and recommend payment to CFX.
- Review Supplemental Agreements (to include SA document and all associated back-up) and coordinate with the CEIs to ensure timely submittal of documentation, including any necessary corrections. Maintain monthly SA files in a well-organized manner and compile the monthly Consent Agenda memo(s) for CFX review by established deadlines.
- Review and recommend payment of construction work orders.
- Track the CFX Construction work program and maintain an awareness of all
 upcoming consultant and construction contracts. Assist the CFX Infrastructure
 department, as requested, in the procurement process. Provide ongoing
 monitoring of all construction and consultant contracts and assist in ensuring
 timely and complete contract closeouts.
- Compile, with a high degree of accuracy, and distribute construction related status reports (weekly, monthly, annual).
- Independent Assurance (IA) of CEI and construction activities.
- Quality Assurance Reviews (QAR) of CEI contract administration, to include comprehensive status reporting to CFX Construction, including corrective measures when needed and follow up with all stakeholders to ensure CEI

- adherence to CFX's policies and procedures.
- Notice of Failing Test Report (NFTR)/Disposition of Defective Material (DDM) review/recommendation.
- Commercial and Offsite Inspection Program management.
- Review and acceptance of project closeout documentation and submittal of final records to CFX.
- Continually update and maintain CFX Construction Project Administration Manual (CPAM).
- Continually update and maintain CFX Forms.
- Review all published DCE Memos and recommend acceptance or rejection to CFX. Maintain a published record of DCE Memo status for use by CEIs and Construction Contractors.
- Monitor FDOT specification revisions and provide input, recommendations, and assistance, as needed, to CFX during annual specification updates.
- Perform Constructability reviews as requested. Establish a checklist for review consistency and maintain a tracking log of all comments and findings.
- Provide oversight of CFX's ODMP program to include: review and processing of Owner Direct Material Purchase Orders and Change Orders, distribution of completed purchase orders upon receipt from CFX, review and recommend payment of all ODMP invoicing, monitor PO status on all projects, review ODMP information on all Pay Estimates, review and recommend acceptance of ODMP purchase order close out packages, ensure internal ODMP close out procedures are completed.
- Review all Personnel Approval Requests (PARs) and recommend acceptance to CFX. Coordinate with CEIs for any necessary corrections and/or required resubmittals. Maintain a log/database of all approved PARs.
- Review all Systemwide Task Work Orders and provide recommendations for approval or rejection to CFX. Maintain a log/database of all approved TWOs/positions.
- Develop a comprehensive Consultant on-boarding program.
- Develop an organized Document Control system and maintain up-to-date files for all internal construction related documentation.
- Review force account records for matters in dispute prior to finalization between the CEI and Contractor.

Upon demonstration of proficiency in these initial tasks, the scope may be expanded as detailed:

CFX may, at its discretion, provide the CMC with a description of roadway and bridge construction projects CFX intends to assign to the CMC for project management oversight over a recurring 12-month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction a budget for the year including a staffing plan (by classification), manhour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed

upon for the year, a "Letter of Authorization" will be issued by the Director of Construction specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

No work shall commence by the CMC on a project until the CMC has received a letter of authorization from CFX and has accepted in writing said authorization.

3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 3.1 **CFX** The Central Florida Expressway Authority.
- 3.2 **Claim** A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of the General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 3.3 **Construction Contract** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 3.4 **Construction Contractor** The person, firm, or corporation with whom CFX has entered into a Contract to perform Work.
- 3.5 **Construction Engineering & Inspection (CEI) Consultant** The firm employed by CFX to observe the progress and quality of the Work being performed by the Construction Contractor.
- 3.6 **Construction Management Consultant (CMC)** The firm with whom CFX has entered into the Contract to provide Construction Management services. The CMC is tasked with oversight of the services provided by the CEI.
- 3.7 **Contract (Agreement)** The written agreement between CFX and the Consultant setting forth the obligations of the parties thereto.
- 3.8 Contract Documents The Contract, addenda (which pertain to the Contract Documents), Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), Notice to Proceed, Public Construction Bond, General Specifications, Technical Specifications, Standard Specifications, Contractor's certifications, Special Provisions, Plans, supplemental agreements

- required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).
- 3.9 **Director of Construction -** Director of Construction employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.
- 3.10 **Dispute** A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.
- 3.11 **Engineer of Record** The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 3.12 **General Engineering Consultant (GEC)** The engineering firm under contract to CFX to provide general engineering services.
- 3.13 **FDOT** State of Florida Department of Transportation
- 3.14 **Plans** The drawings which show the scope, extent, and character of the work to be furnished and performed by the Construction Contractor and which are referred to in the Contract Documents.
- 3.15 **Quality Assurance** The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.
- 3.16 **Quality Control** The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.
- 3.17 **Specifications** The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of CFX; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by CFX.
- 3.18 **State** State of Florida
- 3.19 **Supplemental Agreement** A written agreement modifying a Contract.

4.0 CONSTRUCTION ENGINEERING AND INSPECTION SUPPORT

- 4.1 The CMC shall be responsible for independent verification oversight of services provided by CEIs under contract to CFX.
- 4.2 The CMC shall provide experienced and qualified technical and administrative personnel, in appropriate numbers, to verify that all construction engineering, verification testing, and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures, and directives that are a part of the CEI and Construction Contract Documents and with generally accepted best management practices. The CMC shall be totally familiar with CFX and Florida Department of Transportation standard procedures and practices for Construction Engineering and Inspection. At a minimum, the CMC will be required to:
 - Develop and implement procedures for the on-boarding of new CEI teams to ensure they are provided with the guidance needed for successful administration of CFX projects.
 - On-board existing CEI teams by reviewing current policies and procedures and relevant lessons learned.
 - Develop and implement a comprehensive program for CEI oversight and objective reporting on CEI firm performance, on a per project basis. This program will cover projects from the pre-construction phase through CEI contract closeout.
 - Develop and implement procedures to track projected project milestone dates, monitor project status, and ensure timely close out of projects. Ensure accuracy and completeness of final close-out documentation. The CMC will coordinate closely with the CFX Construction, Engineering, Procurement, and Records departments to ensure all closeout documentation is submitted per the Contract and per CFX's current policies and procedures.
 - Develop and implement a process to ensure all CEIs and all firms providing verification testing/inspection oversight and independent assurance on CFX projects are provided prompt notification of updates to CFX specifications, procedures, manuals, and forms. All updates are to be distributed and posted publicly in a timely manner.
 - Develop and implement a process to provide CFX scheduled periodic updates regarding the status of all current Construction and Consultant contracts. Provide CFX with results of project IA and QAR evaluations. Recommend procedures for improvement, including implementation of corrective measures, when needed.
- 4.3 The CMC will continually update their CEI on-boarding, QAR, and IA procedures to address issues noted across CFX projects during field IA reviews and/or during

contract administration, including estimate and invoice reviews. Maintain a lessons-learned and corresponding improvement action log to be included in quarterly and annual CPI reports.

- 4.4 The CMC will maintain electronic files on the CFX internal server/SharePoint system. The files are to be up-to-date, complete, and neatly organized in an easily searchable format. Ensure all project information and documentation is always fully accessible to appropriate CFX staff. Electronic file format shall be approved by CFX prior to implementation.
- 4.5 The CMC will ensure clear, consistent, accurate information is provided to CEIs, Consultant Verification Testing, and Independent Assurance firms regarding CFX specifications, procedures, and contract interpretations.

5.0 CONSTRUCTION CONTRACT ADMINISTRATION SUPPORT

5.1 INVOICE REVIEW, PROCESSING, AND TRACKING

The CMC will be responsible for reviewing all construction pay submittals and recommending payment to CFX. Submittals may include, but will not be limited to; progress and final estimates, CEI invoices, commercial inspection and material testing invoices, Supplemental Agreements (SAs), Work Orders, Owner Direct Material Purchase invoices, miscellaneous invoices, etc. The CMC should prioritize learning CFX accounting procedures and establishing a comprehensive system to ensure all pay submittals are thoroughly reviewed and accurate prior to submittal to CFX for payment. The CMC will be aware of current prompt payment statutes and understand the timeline for CFX processing of payments to Contractors and Consultants. The CMC will adhere to a strict timeline for their review and recommendation to pay to CFX.

The CMC will be responsible for understanding all contract components relevant to payments, including both FDOT and CFX payment specifications, and ensuring compliance with these requirements. The CMC will be responsible for ensuring all required certifications are included with pay submittals and that certification forms are current and correctly completed.

The CMC will become familiar with the CFX accounting system and be able to navigate the system to check account balances, pending payments and purchase order information.

5.2 OWNER DIRECT MATERIAL PURCHASES

The CMC will completely understand the CFX Owner Direct Material Purchase program. This includes a working knowledge of Florida sales tax regulations and an understanding of item eligibility under the ODMP program including tax savings exclusion items such as freight. The CMC will review all incoming requests for

ODMP Purchase Orders to ensure compliance with CFX policies and procedures, applicable tax regulations, and correct accounting of PO itemized amounts and projected tax savings. The CMC will be responsible for coordinating with the CFX Procurement department to ensure timely processing of Purchase Orders. Once finalized, the CMC will perform a final review of the PO package before distributing the PO to all parties.

The CMC will process all invoice submittals for each purchase order and will conduct a minimum of one quarterly comparison of each project's invoiced totals against CFX Accounting records during ODMP administration. The CMC will be responsible for ensuring POs are correctly closed out and will verify all final cumulative invoice totals against the CFX accounting records to ensure final totals are accurate.

The CMC will ensure the correct procedures are followed when closing out the final ODMP PO on each project.

5.3 DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE (D/M/WBE) GOALS

The CMC will be familiar with CFX's D/M/WBE program requirements and be able to assist CEIs with any questions related to the D/M/WBE program. The CMC will be responsible for reviewing the accuracy of D/M/WBE payment records submitted with estimates against current approved D/M/WBE Utilization firms and goal amounts, in addition to ensuring certifications are correctly completed. The CMC will periodically (no less than twice yearly) compare estimate D/M/WBE certification payment totals against CFX accounting records.

6.0 CONSTRUCTION ADMINISTRATION

6.1 The CMC shall maintain CFX's Construction Project Administration Manual (CPAM). The CPAM contains clearly defined procedures for Contract Administration processes, with an emphasis on items that are unique to CFX.

The manual shall be reviewed and updated at least once every six months, with consideration given to updated specifications, procedures, CEI and Contractor input, lessons learned, analysis of areas consistently noted as needing improvement during project quality reviews, and evolving technology being adopted by CFX.

As part of the CPAM maintenance process, all CFX forms will be reviewed and updated to maintain consistency with current statutes, specifications, and procedures. Forms will also be reviewed to ensure they are relevant, error-free, professionally presented, and user-friendly.

Maintain a log of proposed/implemented CPAM updates as part of the quarterly

and annual CPI progress reporting.

6.2 The CMC shall participate in the development and maintenance of the Construction related portion of the CFX Comprehensive Emergency Management Plan (CEMP) for use and implementation by each CEI reporting to CFX. The manual provides procedures for situational analysis, mobilizing personnel and equipment, providing information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities.

The CEMP will be updated yearly and provided to the Director of Construction no later than May 1 for review and comment. Upon finalization of any yearly revisions, the CEMP will be distributed to all CEI Consultants. Yearly distribution should be completed prior to the start of hurricane season. Contact information contained in the Manual shall be continually updated as part of the CEI on-boarding and the project pre-construction processes. Emergency contacts for all active projects shall be maintained in a location easily accessible to all CFX Construction personnel.

- 6.3 The CMC will be responsible for reviewing all updates to the FDOT standard specifications and recommending adoption or exclusion of updates to the CFX Director of Construction. A summary of recommendations will be provided to CFX within one month of FDOT's published redline summary of the updates to the Standard Specifications for Road and Bridge Construction.
- 6.4 The CMC will be responsible for prompt review of all DCE Memos posted by FDOT. The CMC shall provide their recommendations for adoption or rejection of each memo to the CFX Director of Construction. The CMC will ensure that CEIs are informed of the status of each memo. A comprehensive log detailing the disposition of each memo shall be maintained and posted in an accessible location for quick reference by CEIs and other stakeholders.
- 6.5 The CMC is required to maintain a comprehensive, project-specific lessons-learned log. The CMC will establish a schedule to obtain this information from all project stakeholders at specific milestones throughout the project delivery process. The log will encompass all relevant lessons-learned starting from design though project close out. The CMC will incorporate these lessons into CEI on-boarding, CPI reporting, project QAR reviews and CFX administration manuals.

7.0 INDEPENDENT ASSURANCE SERVICES

7.1 Geotechnical Engineering and Construction Materials Testing services for certain projects may be provided by CFX under separate systemwide contract(s). The CMC shall obtain and review task work orders from CFX's geotechnical and materials testing/inspection consultant(s) and provide

approval recommendations of task work orders to CFX. CFX's geotechnical/materials testing consultants will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications, and contract provisions. Once approved, the CMC will be responsible for oversight of the Geotechnical Engineering and Construction Materials Testing task work orders, including monitoring of upcoming inspection needs, appropriateness of staffing levels, invoicing, task work order and contract budgets, reporting and closeout. CMC will be responsible for ensuring that invoicing is in accordance with the approved task work order(s) and accurately and appropriately reflects the work completed during the invoicing period.

- 7.2 The CMC shall identify and track all material components requiring Commercial Inspection. The CMC shall obtain and review task work orders from CFX's Commercial Inspection consultant(s). The CMC will provide approval recommendations of task work orders to CFX. Once approved, the CMC will be responsible for oversight of the Commercial Inspection task work orders, including monitoring of upcoming inspection needs, appropriateness of staffing levels, invoicing, task work order and contract budgets, reporting and closeout. CMC will be responsible for ensuring that invoicing is in accordance with the approved task work order(s) and accurately and appropriately reflects the work completed during the invoicing period.
- 7.3 The CMC will perform reviews of project Quality Control Plans and Contractor installation plans concurrent with the CEIs and will provide recommendations and requests for revisions/updates/additional information, as needed.
- 7.4 The CMC will review structural component installation field records (pile driving, auger cast pile, drilled shafts, etc.) for completeness and accuracy and recommend acceptance to the CEI.
- 7.5 The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.
- 7.6 The CMC shall verify that the CEI is accurately tracking sampling and testing and is following the appropriate procedures in the event of failing test results.
- 7.7 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site and is performing verification and testing at the required frequency.
- 7.8 The CMC will be responsible for ensuring that both CEI and Consultant Materials Testing Systemwide contract invoicing accurately reflect the

- Verification (VT), Resolution (RT) and Independent Assurance (IA) activities and testing that occurred on the project during the invoice period.
- 7.9 The CMC is responsible for assisting the CEI in the Notice of Failing Test Results (NFTR) and Disposition of Defective Materials (DDM) process. The CMC shall review the facts presented by the Construction Contractor and CEI, including associated Engineering Analysis Reports (EAR), and make a recommendation on the final disposition of the defective material to the CFX Director of Construction.

8.0 COST ESTIMATES AND SCHEDULING

- 8.1 The CMC shall review information provided by the CEI and make final recommendations to CFX regarding cost estimate information associated with claims, proposal requests, schedules of values, payment requests, change orders, stored materials, withholding or reduction or release of retainage, final payment, payment of Construction Contractor debts and claims, and CEI Invoices.
- 8.2 The CMC may be required to review all CEI evaluations of Construction Contractor progress schedules to ensure consistency throughout the CFX work program. The CMC may also be asked to provide in-depth reviews of CPM schedules, CPM updates and baseline CPM schedule resubmittals. The CMC will also review submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) and provide guidance and recommendations, where necessary.

9.0 JPA/UTILITY/ENVIRONMENTAL COORDINATION

- 9.1 The CMC will review the terms of all Joint Project Agreements (JPAs) and ensure correct accounting procedures are in place for project estimates and reimbursement of consultant fees and material expenditures. The CMC will assist CEIs with obtaining any accounting tracking numbers for JPA work and will periodically check CFX accounting records during construction to ensure any reimbursements are being processed and are correctly accounted. The CMC will ensure the CEI is adhering to the requirements of the JPA during construction and throughout the closeout process.
- 9.2 The CMC shall assist CEIs with obtaining power services timely on projects. The CMC will be familiar with the different processes of obtaining service and/or building addresses for each jurisdictional municipality. The CMC will also understand the processes, forms, submittal guidelines and requirements of all relevant power companies and may assist in reviews of Contractor self-inspection forms. The CMC will ensure accurate, consistent location and description information for all new meters/services is provided to CFX. The CMC will work to ensure consistency in the described processes and may work

with the CFX accounting department to ensure services are attributed to the correct billing accounts. Upon completion of projects, the CMC will ensure accounts are turned over to the responsible CFX department.

- 9.3 The CMC may support CFX, the GEC, the CEI, and the Engineer of Record in coordination efforts with environmental permitting agencies.
- 9.4 The CMC may provide oversight and recommendations to the CEI regarding utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with CFX.
- 9.5 The CMC may provide support to the CEI for the investigation, handling, and disposal of hazardous materials.

10.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

CFX's objective is to avoid having the uncertainties of unresolved questions, issues, claims, or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with CFX's Claims/Disputes Resolution Procedures included in the Contract for individual projects. When requested by CFX, the CMC shall participate in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

11.0 INDEPENDENT ASSURANCE MANUAL

- 11.1 The CMC shall develop a CFX Independent Assurance (IA) Manual and provide to CFX within 6 months of the Contract Notice to Proceed (NTP).
- 11.2 The IA Manual shall be updated a minimum of once yearly thereafter to ensure all references and required procedures are up to date and in accordance with the most current implemented specifications.
- 11.3 All IA forms and checklists will be updated to reflect the most current procedures and specifications and uploaded to the Construction forms site.
- 11.4 Maintain a log of proposed/implemented IA Manual updates as part of the quarterly and annual CPI progress reporting.

12.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.

13.0 PLAN REVIEWS

13.1 The CMC shall perform constructability review of plans at requested intervals during the project design phase and provide suggestions/recommendations including, but not limited to: pay item descriptions, pay item notes, specification refinements, maintenance of traffic notes and phasing, matters of potential conflict and/or lack of clarity.

The CMC will maintain a log of their constructability comments and identify recurring issues found during plan reviews as part of the quarterly and annual CPI progress reporting. Any identified repeated comments will be brought, in writing, to the attention of the Construction Department.

During construction, the CMC may be requested to evaluate the CEI's review comments of construction phasing, maintenance of traffic, detour sequencing, equipment clearances, etc., and provide input, as appropriate.

14.0 CMC'S OFFICE AND EQUIPMENT

- 14.1 The CMC shall establish a central office for core staff and administration personnel within CFX's Headquarters building. CFX will provide office space for the CMC including, as needed, desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software, printers, telephones, copy machines, and electronic equipment. The CMC shall execute a Zero Dollar Lease with CFX covering the office space to be provided.
- 14.3 Expenses for operation of the CMC's office such as general office supplies (pencils, pens, highlighters, post-it notes, etc.), postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 14.4 The CMC shall furnish equipment including vehicles, tolls, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 14.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 14.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

15.0 OTHER SERVICES

15.1 The CMC shall, upon written authorization by CFX, perform any additional services not otherwise identified in the Contract as may be required by CFX in connection with the projects. The following items are not included as part of the Contract but may be required to supplement the CMC's services under

the Contract.

- 15.1.1 The CMC shall, upon written request by CFX, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that may occur during the term of the Contract in connection with the projects covered by the Contract.
- 15.1.2 The CMC shall, upon written request by CFX, provide qualified engineers, architects, technicians, and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist CFX in any litigation or arbitration hearings in connection with the projects covered by the Contract.
- 15.1.3 The CMC shall, upon written request by CFX, provide off-site inspection services.

16.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Quality Counts, LLC as a Subconsultant to

Dewberry Engineers, Inc. for General Engineering

Consultant Services Contract No. 001145

Board approval of Quality Counts, LLC as a subconsultant to Dewberry Engineers, Inc. to provide traffic counts is requested. The cost is expected to exceed the \$75,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: David M. York

David Falk, PE

Manager of Engineering

Glann Progrimana DE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Date: 7/1/2024	
CFX Contract No.: 001145	
led in the above referenced Contract. Consultant requests	
500 COLUMN 200 COLUMN	
Address: 15615 SW 74th Ave, Ste. 100, Tigard, OR 97224	
finority Vendor: Yes No	
and agrees to, the terms and conditions in the Consultant's set to be sublet:	
*	
I.J. 20, 2024	
Date:	
Aug 6, 2024	
2 2	
Date:	
-	
No	

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

CONSENT AGENDA ITEM #4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Aneth Williams Will FROM:

DATE: August 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for

Design Consultant Services for SR 408 Capacity Improvements from Kirkman

Road to East of Church Street

Project No. 408-174, Contract No. 002115

A request for Letters of Interest for the above referenced project was advertised on June 2, 2024. Six (6) responses were received by the June 18, 2024 deadline. Those firms were American Structurepoint, Inc., BCC Engineering, Inc., G-A-I Consultants, Inc., HNTB Corporation, Kimley-Horn and Associates, Inc. and TLP Engineering Consultants, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on June 27, 2024 and shortlisted American Structurepoint, Inc., HNTB Corporation and TLP Engineering Consultants, Inc.

The Technical Committee after reviewing the technical proposals heard presentations and prepared it's final ranking on August 13, 2024. The result is shown below:

Ranking	Firm
1	TLP Engineering Consultants, Inc.
2	American Structurepoint, Inc.
3	HNTB Corporation

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

David Falk, PE

Manager of Engineering

LOI-002115 Technical Committee Meeting - August 13, 2024 Minutes

The Technical Committee for **Design Consultant Services for SR 408 Capacity Improvements from Kirkman Road to East of Church Street, Project No. 408-174, Contract No. 002115** held a duly noticed meeting on Tuesday, August 13, 2024, at 9:00 a.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members Present:

Dana Chester, CFX Director of Engineering
Aaron Johnson, CFX Engineering Project Manager
Jamison Edwards, CFX Engineering Project Manager
David Falk, CFX Manager of Engineering
Raymond Williams, Orange County Public Works Department

Other Attendees:

Traci Parks-Chillon, CFX Manager of Procurement Aneth Williams, CFX Director of Procurement

Presentations / Q and A:

Ms. Chillon began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

American Structurepoint, Inc.	9:00 - 9:40 a.m.
HNTB Corporation	9:50-10:30 a.m.
TLP Engineering Consultants, Inc.	10:40 - 11:20 a.m

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	<u>Points</u>	<u>Ranking</u>
American Structurepoint, Inc.	11	2
HNTB Corporation	14	3
TLP Engineering Consultants, Inc.	5	1

The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Aaron Johnson approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 11:32 a.m.

These are the official minutes of the Technical Review Committee meeting for Project No. 408-174, Contract No. 002 115 held Tuesday, August 13, 2024.

Submitted by: Tracel Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Aaron Johnson, Engineering Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR SR 408 CAPACITY IMPROVEMENTS FROM KIRKMAN ROAD TO EAST OF CHURCH STREET PROJECT NO. 408-174 CONTRACT NO. 002115

	Aaron Johnson	Dana Chester	David Falk	Jamison Edwards	Raymond Williams		
CONSULTANT	Member #1	Member #2	Member #3	Member #4	Member #5	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
American Structurepoint, Inc.	2	2	2	3	2	11	2
HNTB Corporation	3	3	3	2	3	14	3
TLP Engineering Consultants, Inc.	1	1	1	31.	1	5	[1]

Tuesday, August 13, 2024

Dana Chester Mediber #2

David Falk Member #3

Tuesday, August 13, 2024

Tuesday, August 13, 2024

Tuesday, August 13, 2024

Tuesday, August 13, 2024

Raymond Williams Member #5

CONSENT AGENDA ITEM #5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Angela J. Wallace Angela Q Wallace General Counsel FROM:

DATE: August 29, 2024

SUBJECT: Approval of the Right of Way Acquisition Agreement (Agreement)

between the Central Florida Expressway Authority and OPLR LLC (INB

Homes) for Project No. 538-235, Poinciana Parkway Extension

CFX needs to acquire right of way from INB Homes for the construction of the SR 538 Poinciana Parkway Extension Project. CFX and INB Homes have negotiated the terms and conditions of the Agreement whereby CFX will pay a total of \$2,102,302.52, inclusive of attorney's fees and expert costs, to acquire right of way from INB Homes under the Agreement.

On August 28, 2024, the Right of Way Committee recommended Board approval of the attached Agreement.

Board approval of the Right of Way Acquisition Agreement between CFX and INB Homes is requested.



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

Richard N. Milian, Esq.
T: 407.669.4223
T: 407.6
Richard.milian@nelsonmullins.com
Orlando
T: 407.6

390 North Orange Avenue, Suite 1400 Orlando, FL 32801 T: 407.669.4200 F: 407.425.8377 nelsonmullins.com

MEMORANDUM

TO:

CFX Right of Way Committee Members

FROM:

Richard N. Milian, Esq.

Right-of-Way Counsel

Nelson Mullins Riley & Scarborough, LLP

DATE:

August 15, 2024

SUBJECT:

Right-of-Way Acquisition for INB Homes property

Project: Poinciana Parkway Extension Project, State Road 538

Parcel No: 53-160

BACKGROUND

As part of the right-of-way acquisition required for the Poinciana Parkway Extension/State Road 538 project (the "Project"), the Central Florida Expressway Authority ("CFX") needs to acquire the property described and depicted on *Exhibit "A"* attached hereto (the "Property"). The Property is a part a parent tract as generally depicted on *Exhibit "B"* attached ("Seller's Overall Property") located in Osceola County owned by OPLR LLC ("Seller"). While a survey of the parent tract has not been prepared for CFX, Seller's Overall Property consists of Osceola County Parcel Identification Numbers 06-26-28-0000-0070-0000, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000 and 06-26-28-4785-0001-0040 which comprises approximately 22.13 gross acres and which Seller had intended to develop as a residential townhome project.

Based on the legal description and sketch of description prepared by WBQ Design & Engineering, Inc. on behalf of CFX, the Property proposed to be acquired by CFX for the Project consists of 7.083 acres. It is anticipated that the Florida Department of Transportation ("FDOT") will purchase the remainder of the Seller's Overall Property for a future truck parking facility. In order to acquire the property needed for both projects, CFX and FDOT cooperatively negotiated with the Seller for a purchase of Seller's Overall Property for a total purchase price of Six Million and No/Dollars (\$6,000,000.00), together with Seller's attorney's fees in the amount of Five Hundred Twenty-Three Thousand Nine Hundred Forty and No/100 U.S. Dollars (\$523,940.00) and Seller's consultant and expert costs in the amount of Forty-Three Thousand Seven Hundred Three and No/100 U.S. Dollars (\$43,703.00).

California | Colorado | District of Columbia | Florida | Georgia | Illinois | Maryland | Massachusetts | Minnesota New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia

CFX and FDOT have now agreed to separately acquire and purchase their respective portions of the Seller's Overall Property, with each paying its pro rata share of the negotiated total purchase price, fees and costs. Thus, pursuant to the attached Right-of-Way Acquisition Agreement (the "Agreement"), CFX would pay to the Seller at Closing a purchase price of One Million Nine Hundred Twenty Thousand Six Hundred and No/100 US. Dollars (\$1,920,600.00 (subject to appropriate credits, adjustments and prorations) for the Property, together with CFX's s proportionate share of Seller's the attorney fees in the amount of One Hundred Sixty-Seven Thousand Seven Hundred Thirteen and 19/100 U.S. Dollars (\$167,713.19) and the proportionate share of Seller's consultant and expert costs in the amount of Thirteen Thousand Nine Hundred Eighty-Nine and 33/100 U.S. Dollars (\$13,989.33). Thus, CFX's total costs of the Property would be \$2,102,302.52.

The Purchase Price under the Agreement is consistent with the valuations of the Property as determined by CFX's appraiser, Richard McMillan of The Appraisal Group of Central Florida, Inc., and its review appraiser, Harry Collison, Jr. of The Real Estate Consortium.

Pursuant to the Agreement, CFX would have ninety (90) days after the execution of the Agreement to inspect the Property and close on the purchase.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement and authorizing the Executive Director or her designee to execute all documents necessary to complete the transaction contemplated by the Agreement, subject to final approval of the final transaction by legal counsel.

ATTACHMENTS

- A. Description and Depiction of the Property
- B. Depiction of Seller's Overall Property
- C. Right-of-Way Acquisition Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-160A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

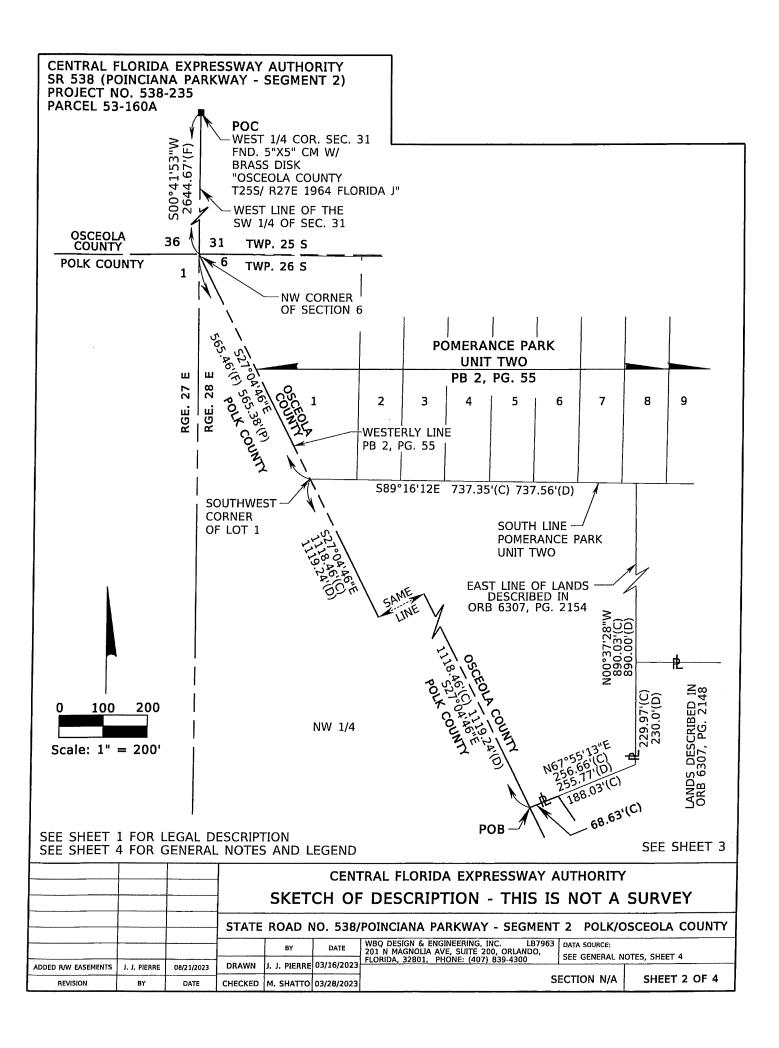
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

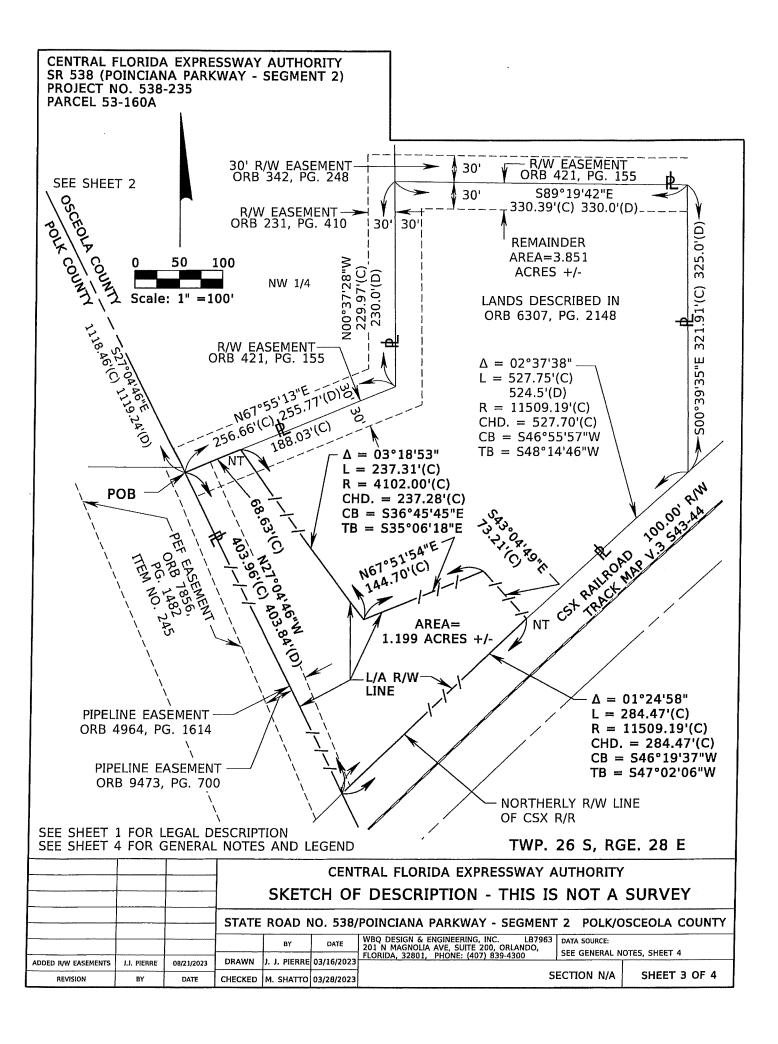
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE	ROAD I	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY	
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4	
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IN	Jores, Since 4	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	s	ECTION N/A	SHEET 1 OF 4	





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160A

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN
 GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M.,
 UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

= PROGRESS ENERGY FLORIDA PEF CHD. = CHORD DISTANCE = IDENTIFICATION = POINT OF CURVATURE = IRON PIPE PC = CHORD BEARING CB = IRON ROD OR REBAR = POINT OF INTERSECTION IR = CENTERLINE = POINT OF BEGINNING POB = IRON ROD AND CAP (C) = CALCULATED DATA IRC POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD 1 = LENGTH OF CURVE P.O.T. = POINT ON TANGENTCFX = CENTRAL FLORIDA EXPRESSWAY 1 B = LICENSED BUSINESS PT = POINT OF TANGENCY L/A = LIMITED ACCESS **AUTHORITY** MON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CO. = COUNTYNO. = NUMBER R = RADIUS = CONCRETE MONUMENT CM N/A = NOT APPLICABLE R/R = RAILROAD = COUNTY ROAD CR RGE. = RANGE = NAIL CSX = CHESSIE SEABOARD CONSOLIDATED NI REF. = REFERENCE N&D = NAIL & DISK= DEGREE = NON-TANGENT R/W = RIGHT OF WAY NT (D) = DEED DATA NTS = NOT TO SCALE SEC. = SECTION DB = DEED BOOK SR = STATE ROAD OR = OFFICIAL RECORD = DRIVE T = TANGENT ORB = OFFICIAL RECORD BOOK = DELTA (CENTRAL ANGLE) Δ TB = TANGENT BEARING PG. = PAGEFND. = FOUND= PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE PLS (F) = FIELD TWP. = TOWNSHIP = PROPERTY LINE FDOT = FLORIDA DEPARTMENT OF UE = UTILITY EASEMENT = PLAT DATA TRANSPORTATION (P) PB = PLAT BOOK = FINANCIAL PROJECT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

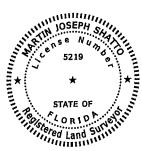
Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-160B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

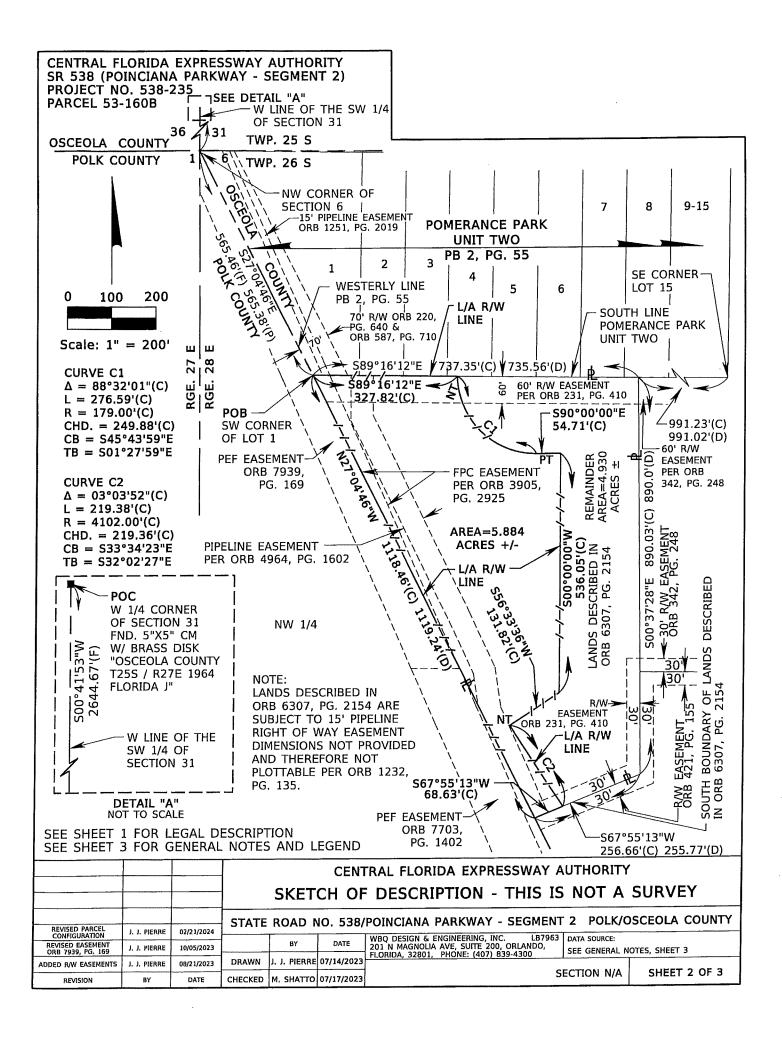
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27"59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE: THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
REVISED LEGAL	J. J. PIERRE	02/21/2024	STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
DESCRIPTION REVISED EASEMENT ORB 7939, PG, 169	J. J. PIERRE	10/05/2023		ВҮ	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTES SHEET 3
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023		1	
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-160B**

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

REVISION

BY

**************************************	F.P.	=	FINANCIAL PROJECT	PEF	= PROGRESS ENERGY FLORIDA
CHD. = CHORD DISTANCE	ID	===	IDENTIFICATION	PC	= POINT OF CURVATURE
CB = CHORD BEARING	ΙP	=	IRON PIPE	ΡĪ	= POINT OF INTERSECTION
Q = CENTERLINE	IR	=	IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C) = CALCULATED DATA	IRC	=	IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	L	=	LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= '	LICENSED BUSINESS	PΤ	= POINT OF TANGENCY
AUTHORITY	L/A	=	LIMITED ACCESS	PROJ.	= PROJECT
CO. = COUNTY	MON.	=	MONUMENTATION/MONUMENT	R	= RADIUS
CM = CONCRETE MONUMENT	NO.	=	NUMBER	RR	= RAILROAD
CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	RGE.	= RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	REF.	= REFERENCE
D = DEGREE	N&D	=	NAIL & DISK	R/W	= RIGHT OF WAY
(D) = DEED DATA	NT	=	NON-TANGENT	SEC.	= SECTION
DB = DEED BOOK	NTS	=	NOT TO SCALE	SR	= STATE ROAD
DR. = DRIVE	OR	=	OFFICIAL RECORD	T	= TANGENT
Δ = DELTA (CENTRAL ANGLE)	ORB	=	OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
FND. = FOUND	PG.	=	PAGE	TC	= TANGENT TO CURVE
(F) = FIELD	PLS	=	PROFESSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF	PL	=	PROPERTY LINE	UE	= UTILITY EASEMENT
TRANSPORTATION	(P)	=	PLAT DATA		
FPC = FLORIDA POWER CORPORATION	PB	=	PLAT BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

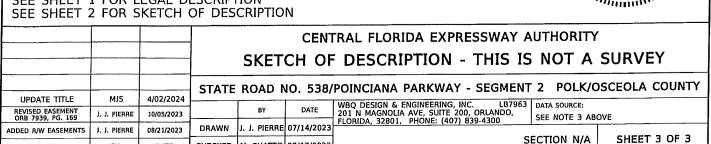
Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:54:32 -04'00'

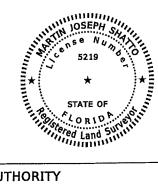
MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

CHECKED M. SHATTO 07/17/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE





INB HOMES OVERALL PROPERTY



EXHIBIT "C' RIGHT-OF-WAY ACQUISITION AGREEEMNT

RIGHT-OF-WAY ACQUISITION AGREEMENT (Parcel 53-160A&B)

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between OPLR LLC, a Florida limited liability company, whose address is 3670 Maguire Boulevard, Suite 220, Orlando, Florida 32803 ("Seller"), and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX").

RECITALS:

Seller is the fee simple owner of that certain real property located within Osceola County, Florida consisting of Osceola County Parcel Identification Numbers 06-26-28-0000-0070-0000, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000 and 06-26-28-4785-0001-0040 which comprises approximately 22.13 gross acres, respectively, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Seller's Overall Property**").

Pursuant to Chapter 348, Part III of the Florida Statutes (the "Central Florida Expressway Authority Law"), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has identified a portion of the Seller's Overall Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the "Project"), consisting of approximately 7.083 acres as more particularly described and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property").

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Property to CFX.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by CFX to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

- 2. <u>Agreement to Buy and Sell</u>. In lieu of condemnation, Seller agrees to sell the Property to CFX, and CFX agrees to purchase the Property from Seller, in the manner and upon the terms and conditions set forth in this Agreement.
- 3. The Property. For purposes of this Agreement the term "Property" consists of the property described and depicted in Exhibit B and shall also include all of Seller's right, title and interest in, to and under: (it) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations and licenses relating to or affecting the Property, (iv) all right, title and interest of Seller in and to any street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property.
- 4. Purchase Price and Method of Payment. The purchase price to be paid to Seller for the Property ("Purchase Price") shall be One Million Nine Hundred Twenty Thousand Six Hundred and No/100 US. Dollars (\$1,920,600.00), subject to appropriate credits, adjustments and prorations as hereinbelow provided, for the Property. CFX shall also pay Seller's attorneys' fees in the amount of One Hundred Sixty-Seven Thousand Seven Hundred Thirteen and 19/100 U.S. Dollars (\$167,713.19) and Seller's consultant and expert costs in the amount of Thirteen Thousand Nine Hundred Eighty-Nine and 33/100 U.S. Dollars (\$13,989.33). CFX shall pay these amounts at Closing by wire transfer of immediately available funds.

5. Survey and Title Matters.

- (a) Survey of the Property. Unless otherwise waived by CFX in writing, CFX may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the "Survey") or certified sketch and legal descriptions of the Property prepared by a registered surveyor, licensed in the State of Florida (the "Surveyor"). If CFX elects to obtain a Survey, the Survey: (i) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in Exhibit "B" attached hereto to be mutually agreed upon by the parties; (ii) shall be certified to Seller, CFX, Title Company (as defined below); and (iii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.
- Agreement, unless otherwise waived by CFX in writing, CFX may obtain, at CFX's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "Title Commitment") from a nationally recognized title insurance company authorized to conduct business in the State of Florida and selected by CFX (the "Title Company"), which Title Commitment shall be issued by Nelson Mullins ("Title Agent"). The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA owner's title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "Title Policy"), which Title Policy shall insure CFX's fee simple title to the Property, together with any appurtenant easements. The Title Commitment will initially be based on the legal description set forth in Exhibit "B" attached hereto. Within fifteen (15) days after the parties have approved the

legal description contained on the Survey, Seller shall issue an endorsement to the Title Commitment based on the Survey legal description whereupon CFX shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said endorsement.

- <u>Title and Survey Objection</u>. Within thirty (30) days after the latter of the Survey or the Title Commitment, CFX shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to CFX, which matters shall be referred to herein as "Title Defects". Any matters set forth in the Title Commitment or Survey to which CFX does not timely object shall be referred to collectively herein as the "Permitted Exceptions". Seller, at its election, shall have until Closing (the "Seller's Cure Period") to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of CFX and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then CFX may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, CFX hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens or similar encumbrances. Further, it is understood and agreed that CFX hereby objects to and shall require Seller to release the Property of record from, any financial obligation related to a property owner's association, including declarations, covenants and restrictions. At Closing, Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.
- (d) No Additional Encumbrances. From and after the Effective Date, Seller shall not, without obtaining CFX's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. <u>Inspection Period</u>.

(a) Unless otherwise waived in writing by CFX, CFX shall have ninety (90) days after the Effective Date ("Inspection Period"), to determine, in CFX's sole and absolute discretion, that the Property is suitable and satisfactory for CFX's Intended Use (the "Inspection Period"). During the Inspection Period, CFX may, in CFX's sole discretion and at CFX's expense, perform any and all Inspections (as more particularly defined below) CFX desires to

perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to CFX in its sole discretion; (ii) having the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property intended by CFX or require CFX to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to CFX in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property for CFX's Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property, stormwater management, zoning and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by CFX in its sole and absolute discretion.

As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

- (b) In the event CFX determines, in its sole discretion, that it is not desirable or feasible to develop the Property for CFX's Intended Use or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which CFX deems relevant, then in such event CFX may, in CFX's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event CFX fails to notify Seller in writing within the Inspection Period that CFX is satisfied, in CFX's sole discretion, with CFX's inspections of the Property and that CFX intends to proceed with the purchase of the Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein.
- (c) <u>Delivery of Information Relating to Property</u>. No later than thirty (30) days prior to Closing, Seller shall deliver to CFX copies of any studies, documents, investigations, or materials in Seller's, or Seller's agents, consultants, employees or contractor's possession (collectively, the "Seller's Due Diligence Materials"). All of Seller's Due Diligence Materials may be used by CFX in such manner as it desires.
- (d) Access to Property. CFX shall at all times before Closing have the right of going upon the Property with its agents and engineers as needed to inspect, examine, survey,

appraise and otherwise undertake those actions which CFX, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for CFX's Intended Use. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "Inspections") to be performed at CFX's expense. CFX covenants and agrees that such activities shall not cause any harm to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to CFX's inspection activities pursuant to this Section 6, in the event CFX does not acquire same. Within the limits of Section 768.28, Florida Statutes, CFX shall at all times indemnify, save harmless and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of CFX's right under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. This provision shall survive Closing or earlier termination of this Agreement.

- 7. <u>Conditions Precedent to CFX's Obligation to Close</u>. CFX's obligation to close on the purchase of the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "Conditions to Close") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:
- (a) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects.
- (b) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.
- (c) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit CFX's Intended Use.
- (d) Seller shall, at Seller's cost and expense, exempt (or shall cause the Property to be exempt) from any assessments levied by a homeowners association or property owners association, if applicable, set forth in applicable declarations so long as the Property is owned by CFX and used for CFX's Intended Use (the "Association Exemption"). CFX and Seller shall cooperate in good faith to agree upon the form, manner, and content of the instrument establishing each such Association Exemption prior to the expiration of the Inspection Period.
- (e) CFX may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the

consummation of such sale, but any such waiver shall be effective only if contained in writing signed by CFX and delivered to Seller.

(f) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by CFX prior to the date of Closing, CFX may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the CFX Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations.

8. Closing Date and Closing Procedures and Requirements.

- (a) <u>Closing Date</u>. Unless otherwise agreed to by the Parties, the closing (the "Closing") shall occur within ninety (90) days after the approval of this Agreement by the Governing Board of the Central Florida Expressway Authority, on a date and time agreed to by the Parties ("Closing Date"). The Closing shall occur at the offices of the Title Agent or CFX's legal counsel ("Closing Agent"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Seller hereby waives any objection to Closing Agent's representation of CFX in the preparation of this Agreement, the transactions contemplated herein, in any future dispute or legal proceeding arising out of this Agreement, or acting as title, closing or escrow agent in connection with this Agreement.
- Conveyance of Title. At the Closing, Seller shall execute and deliver to (b) CFX a Special Warranty Deed in the form of Exhibit "C" attached hereto and incorporated herein by this reference, conveying fee simple marketable record title to the Property to CFX, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (the "Deed"). In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien or other encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and CFX agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.
- (c) <u>Disclosure Affidavit</u>. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of <u>Exhibit "D"</u> attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both

affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

- Prorating of Taxes and Assessments. Seller shall pay all taxes, assessments and charges applicable to the Property for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Property shall be prorated as of the Property Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owners' association, which, if any, will be paid in full by Seller on or before the Property Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees and charges due for the Property as of the Property Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("Governmental Authority"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.
- (e) <u>Special Assessments.</u> Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Closing Date.
- (f) <u>Closing Costs</u>. Seller shall pay the following Closing costs: (i) preparation and recordation of any instruments necessary to correct title. CFX shall pay the following Closing costs: (i) the cost of recording the deed(s), and (ii) the Purchase Price and Seller's attorney's fees and consultant's and experts costs as set forth in Section 4 above. CFX shall also pay all costs of its due diligence and the title insurance premium for the Title Commitment and Title Policy equal to its prorated share of the Purchase Price to be issued by Title Agent. The Closing Agent shall prepare, at Purchaser's sole expense, all other necessary Closing documents.
- 9. Warranties and Representations of Seller. To induce CFX to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by CFX and shall survive Closing hereunder for a period of twelve (12) months:
- (a) That Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental or other occupancy agreements affecting the Property.

- (b) There will be no tenant(s) remaining on the Property or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold CFX harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.
- (c) That Seller has not received any written notice and has no actual knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.
- (d) There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.
- (e) Seller is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.
- (f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.
- (g) No commitments have been made to any governmental authority (other than CFX), utility company, church or other religious body, or any homeowners association, property owners association or to any other organization, group, or individual, relating to the Property which would impose an obligation upon CFX or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.
- (h) To the best of Seller's knowledge, neither the Property nor beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substance and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate,

manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substance. To the best of Seller's knowledge, the Property has never contained nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances on the Property.

- (i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.
- (j) No person or legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.
- (k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.
- (l) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.
- (m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.
- (n) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to CFX when first available to Seller; and in the event of any change which may be deemed by CFX in its sole discretion to be materially adverse, CFX may, at its election, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of OPLR, LLC, a Florida limited liability company and Mark Rosenwasser, President INB Homes, and no others without duty of inquiry or investigation whatsoever. CFX acknowledges that OPLR, LLC, a Florida limited liability company and Mark Rosenwasser,

President INB Homes are named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from OPLR, LLC, a Florida limited liability company and Mark Rosenwasser, President INB Homes.

- 10. Warranties and Representations of CFX. To induce Seller to enter into this Agreement, CFX, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:
- (a) That CFX has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of CFX hereunder.
- (b) That to the best of CFX's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.
- (c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.
- (d) That in the event that changes occur as to any of the foregoing representations and warranties of CFX contained in this Section 10, or in any other part of this Agreement, of which CFX has knowledge, CFX will immediately disclose same to Seller when first available to CFX.
- 11. <u>Seller's Affirmative Covenants</u>. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:
- (a) From and after the Effective Date and until physical possession of the Property has been delivered to CFX, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.
- (b) At Closing, Seller shall transfer, assign, and convey to CFX all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

- (c) From and after the Effective Date, Seller shall not offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property.
- (d) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.
- 12. <u>CFX's Affirmative Covenants</u>. In addition to the other covenants and undertakings set forth herein, CFX affirmatively covenants that CFX shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by CFX of its obligations hereunder.

13. <u>Defaults</u>.

- (a) Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, CFX, in CFX's sole discretion, shall be entitled to, as CFX's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.
- (b) Pre-Closing Default by CFX. In the event, prior to Closing, CFX fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by CFX under the terms and provisions of this Agreement, or in the event that CFX fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedies for any such default shall be, upon giving written notice to CFX as herein provided, to (i) enforce specific performance of this Agreement against CFX, or (ii) terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Nothing contained herein shall be deemed a waiver of Seller's rights or remedies in the event CFX or another authority pursues an action in eminent domain against the Property, subject to any defenses or objections Seller would otherwise have in such proceeding.
- (c) <u>Post-Closing Default by Seller or CFX</u>. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

- (d) <u>Survival</u>. The provisions of this Section 13 shall expressly survive Closing.
- 14. <u>Possession of Property</u>. Seller shall deliver to CFX full and exclusive possession of the Property on the Closing Date.
- Decondemnation. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than CFX, prior to the Closing Date, CFX shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to CFX pursuant to the terms and provisions hereof and to transfer and assign to CFX at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and CFX hereby further agree that CFX shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

- Seller hereby represents and warrants to CFX that Seller has not engaged (a) or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies CFX and agrees to hold CFX free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which CFX shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend CFX against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend CFX, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by CFX in its defense and to pursue CFX's rights to be indemnified by Seller.
- (b) CFX hereby represents and warrants to Seller that CFX has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Within the limits of Section 768.28, Florida Statutes, CFX hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by CFX, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

CFX agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by CFX. If CFX refuses to retain legal counsel to defend Seller, CFX shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by CFX.

Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email), to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

CFX:

Central Florida Expressway Authority

Attn: Executive Director 4974 ORL Tower Road Orlando, Florida 32807

Email: Michelle.Maikisch@cfxway.com

Copy to:

Central Florida Expressway Authority

Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807

Email: Angela.Wallace@cfxway.com

Seller:

OPLR LLC

Attn: Mark Rosenwasser

3670 Maguire Boulevard, Suite 220

Orlando, Florida 32803

Email: m.rosenwasser@inb.homes

Copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

Attn: Brian E. Smith 215 North Eola Drive Orlando, Florida 32801

Email: Brian.Smith@lowndes-law.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. General Provisions.

- (a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- (b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- (c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.
- (d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.
- (e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.
- (f) Seller and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.
- (g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Osceola County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.
- (h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.
- (i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

- 19. <u>Survival of Provisions</u>. No covenants or obligations (including indemnities, representations and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.
- 20. <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- 21. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the CFX's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the CFX to be sued.
- 22. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.
- 23. <u>Amendment to Agreement</u>. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. CFX does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the CFX, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and the CFX's signature of those agreements, amendments, easements, contracts and similar documents is hereby authorized.
- 24. Release of Other Claims. Except for liabilities expressly surviving Closing as set forth in this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deeds contemplated herein, Seller shall thereby release and forever discharge CFX, of and from all claims in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against CFX for, upon or by reason of any matter, cause or thing whatsoever, arising out of

or in any way connected with Seller's conveyance of the Property, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, loss or diminution of access, light, air or view, business damages or any other damages. Seller shall execute and deliver at Closing a waiver and release of claims confirming the foregoing. Nothing herein shall be deemed to release CFX from its obligations or liabilities under this Agreement.

- 25. <u>Not an Offer</u>. Notwithstanding anything to the contrary in this Agreement, if the sale of the Property contemplated under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain or inverse condemnation proceeding with respect to the Property.
- 26. <u>Limited Access</u>. Seller hereby agrees, acknowledges, and understands that the Project is anticipated to be a limited access right-of-way, and as such, CFX has the right, at any time, to record and establish the limited-access lines on and along real property owned by CFX for the Project adjacent to any other real property owned or retained by the Seller located adjacent to the Project. Seller waives and disclaims any claim against CFX, in law or in equity, based upon the establishment of the limited-access lines for the Project. In no event shall CFX be liable for any claims or damages based on the establishment of the limited-access lines for the Project, including, without limitation, any monetary, incidental, special, exemplary or consequential damages. The provisions of this Section 26 shall survive the Closing. Seller has read and understands the provisions of this Section 26.
- 27. <u>Effective Date</u>. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

16

IN WITNESS WHEREOF, CFX and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:	"SELLER"
	OPLR LLC, a Florida limited liability company
	By: INB, LLC, a Florida limited liability company, its Manager
Print Name:	
Print Name:	By: Print Name: Title:
STATE OFCOUNTY OF	
or [] online notarization on this day of of INB, LLC, a Florida limited li	dged before me by means of [] physical presence2024, by, as iability company, as Manager of OPLR LC, a ally known to me OR produced
	Notary Public
	Printed Name:
	Commission No.:

[SEE FOLLOWING PAGE FOR CFX'S SIGNATURE]

Signed, sealed, and delivered in the presence of:	"CFX"
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Print Name:	
Print Name:	By: Michelle Maikisch, Executive Director
	Date:
ATTEST: Regla ("Mimi") Lamaute Recording Clerk	
Recording Clerk	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2024 for its exclusive use and reliance.
	Nelson Mullins Riley & Scarborough
	By:Richard N. Milian, Esq.
STATE OF FLORIDA) COUNTY OF ORANGE)	
or [] online notarization on this Executive Director of the Central Florid	knowledged before me by means of [] physical presence day of 2024, by Michelle Maikisch, as la Expressway Authority, on behalf of the organization.
	NOTARY PUBLIC
	Signature of Notary Public - State of Florida Print Name: Commission No.:
	My Commission Expires:

EXHIBIT "A"

Seller's Overall Property

From a point N 89° 36′ 05″ W, 661.02 feet, from the Southeast corner of Lot 15 Pomerance Park, Unit 2 as recorded in Plat Book 2, Page 55 of the Official Records of Osceola County, Florida, run S 00° 54′ 30″ E, 660.0 feet, to the Point of Beginning; run thence N 89° 36′ 05″ W, 330.0 feet; run thence S 00° 54′ 30″ E, 230.0 feet; run thence S 67° 22′ 17″ W, 255.77 feet, to the Osceola-Polk County Line; run thence S 27° 25′ 42″ E, along said County Line 403.84 feet, to the Northerly Right Way of Line of Seaboard Coastline Railroad; run thence Northeasterly along said Right of Way Line, 524.5 feet to the West Line of the SE 1/4 of NW 1/4 of Section 6, T 26 S, R 28 E; run thence N 00° 54′ 30″ W, 325.0 feet, to the Point of Beginning.

Parcel ID: 06-26-28-0000-0070-0000

Begin N 89°36'5" W and 991.02 feet from the Southeast corner of Lot 15, Pomerance Park Unit 2, continue on bearing 737.56 feet to county line; S 27°25'42" E on county line, 1119.24 feet; N 67°22'17" E, 255.77 feet; N 00°54'30" W, 890.00 feet to the Point of Beginning. Lying in Section 06, Township 26 South, Range 28 East in Osceola County, Florida.

Parcel ID: 06-26-28-0000-0071-0000

Beginning at a point North 89°36'05" West 661.02 feet from the Southeast corner of Lot 15 of. POMERANCE PARK UNIT TWO, according to the Plat thereof recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida, said point being on the South line of said Unit Two; run North 89°36'05" West 330.0 feet; run thence South 00°54'30" East 660.0 feet; run thence South 89°36'05" East 330.0 feet; run thence North 00°54'30" West 660.0 feet to the Point of Beginning

Parcel ID: 06-26-28-0000-0073-0000

Lot 4, POMERANCE PARK UNIT 2, according to the plat thereof as recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida.

Parcel ID: 06-23-28-4785-0001-0040

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTION OF PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

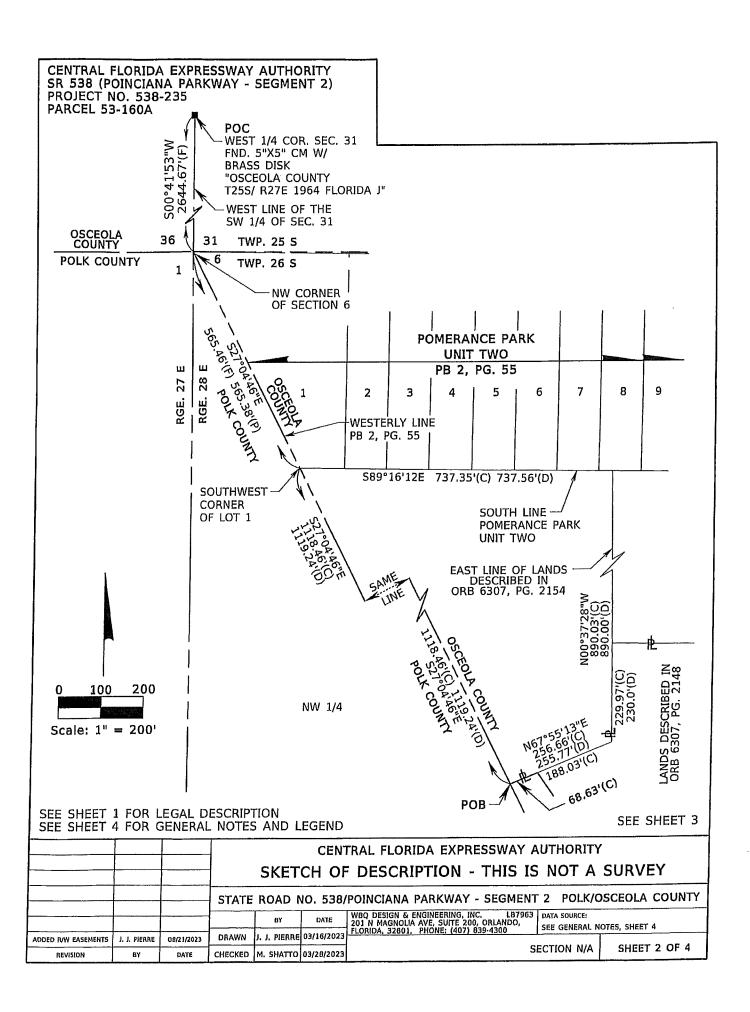
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

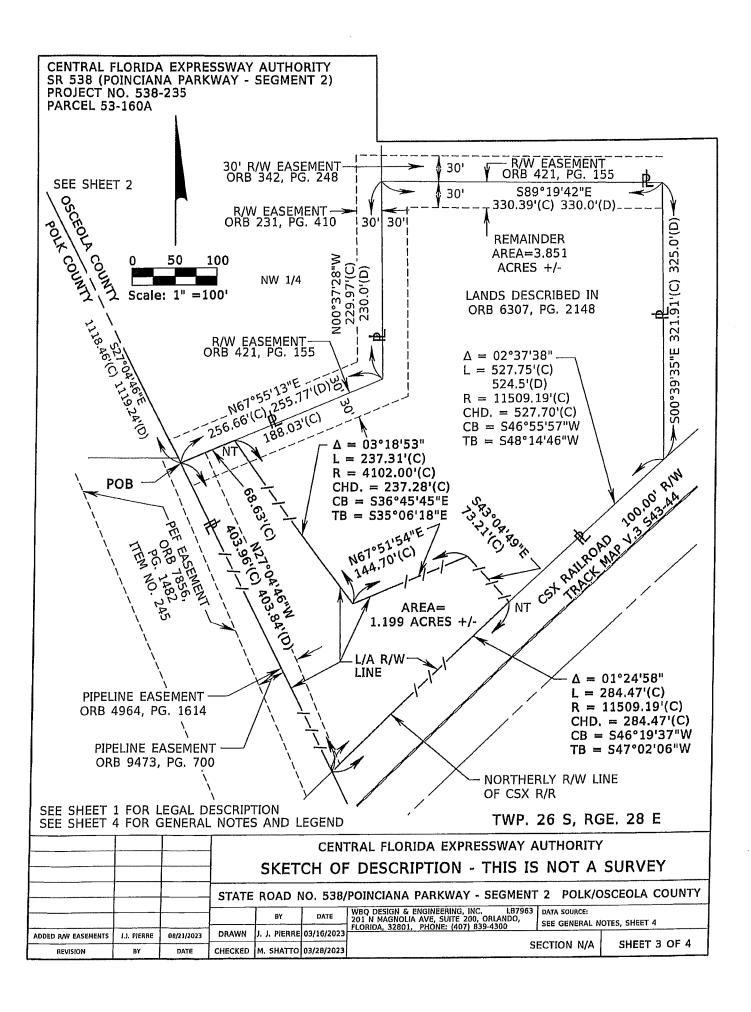
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
			STATE	ROAD I	VO. 538/	POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
				ВҮ	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 28201. PHONE: (407) 839-43900 SEE GENERAL NOTES, SHEET 4				
ADDED NW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 1 OF 4				





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160A

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M., UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

= PROGRESS ENERGY FLORIDA CHD. = CHORD DISTANCE ID = IDENTIFICATION PEF = POINT OF CURVATURE CB = CHORD BEARING IΡ = IRON PIPE PC = POINT OF INTERSECTION = CENTERLINE IR = IRON ROD OR REBAR ΡI POB = POINT OF BEGINNING = IRON ROD AND CAP (C) = CALCULATED DATA IRC POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE P.O.T. = POINT ON TANGENT LB = LICENSED BUSINESS CFX = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS = POINT OF TANGENCY PΤ **AUTHORITY** PROJ. = PROJECT MON. = MONUMENTATION/MONUMENT CO. = COUNTY = RADIUS NO. = NUMBER CM = CONCRETE MONUMENT R/R = RAILROAD CR = COUNTY ROAD N/A = NOT APPLICABLECSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGE = DEGREE N&D = NAIL & DISK REF. = REFERENCE = NON-TANGENT R/W = RIGHT OF WAY(D) = DEED DATA NT SEC. = SECTION NTS = NOT TO SCALE DB = DEED BOOK OR = OFFICIAL RECORD SR = STATE ROAD DR. = DRIVE= TANGENT ORB = OFFICIAL RECORD BOOK Т = DELTA (CENTRAL ANGLE) = TANGENT BEARING TB PG. = PAGEFND. = FOUND TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR = FIELD (F) TWP. = TOWNSHIP = PROPERTY LINE FDOT = FLORIDA DEPARTMENT OF (P) = PLAT DATA UE = UTILITY EASEMENT TRANSPORTATION PB = PLAT BOOK F.P. = FINANCIAL PROJECT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024. STATE OF STA

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

				SKET	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE	ROAD I	POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
UPDATE TITLE	MJS	3/28/2024		вү	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, 10 ONLA 37201 BURGE, (ACT, 1930 4290,				
ADDED RAW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	FLORIDA, 32001, FRONC. (407) 835-4300				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 4 OF 4				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

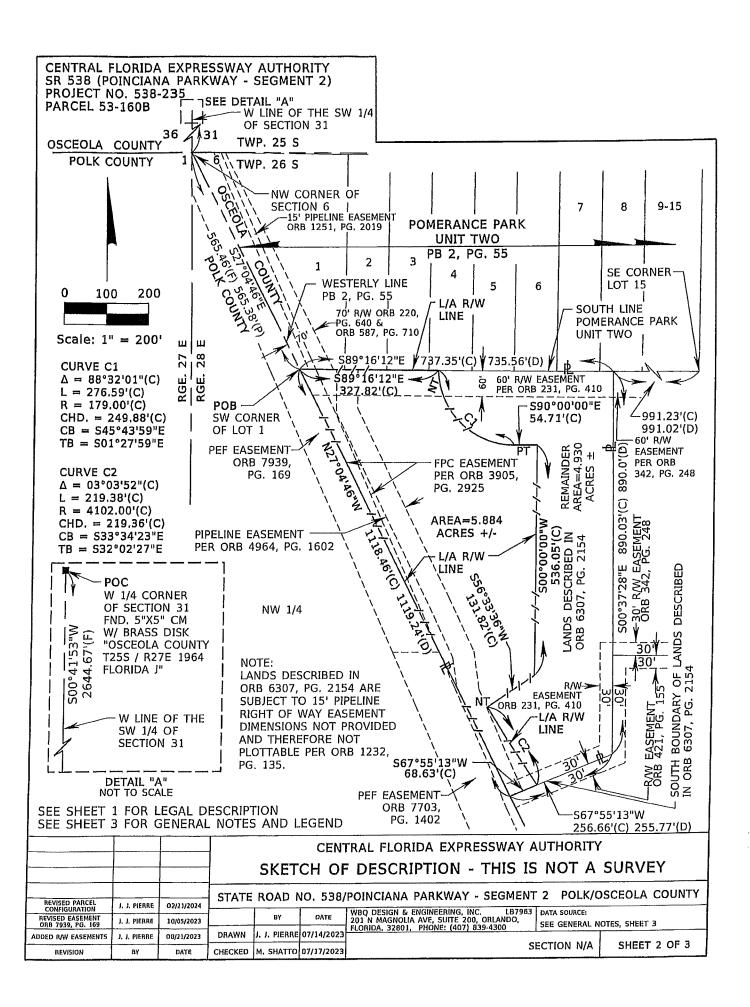
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27"59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
REVISED LEGAL	J. J. PIERRE	02/21/2024	STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
DESCRIPTION REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3			
ADDED RAW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023						
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	S	SECTION N/A SHEET 1 OF				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160B

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

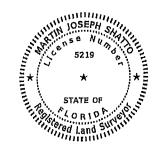
CHD. = CHORD DISTANCE	F.P.	=	FINANCIAL PROJECT	PEF	= PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	ID	=	IDENTIFICATION	PC	= POINT OF CURVATURE
Q = CENTERLINE	iΡ	==	IRON PIPE	ΡJ	= POINT OF INTERSECTION
(C) = CALCULATED DATA	IR	=	IRON ROD OR REBAR	POB	= POINT OF BEGINNING
1	IRC	=	IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
i e	L	=	LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	=	LICENSED BUSINESS	PT	= POINT OF TANGENCY
AUTHORITY	L/A	=	LIMITED ACCESS	PROJ.	= PROJECT
CO. = COUNTY	MON.	==	MONUMENTATION/MONUMENT	R	= RADIUS
CM = CONCRETE MONUMENT	NO.	=	NUMBER	RR	= RAILROAD
CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	RGE.	= RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	REF.	= REFERENCE
D = DEGREE	N&D	=	NAIL & DISK	R/W	= RIGHT OF WAY
(D) = DEED DATA	NT	=	NON-TANGENT	SEC.	= SECTION
DB = DEED BOOK	NTS	=	NOT TO SCALE	SR	= STATE ROAD
DR. = DRIVE	OR	=	OFFICIAL RECORD	Т	= TANGENT
Δ = DELTA (CENTRAL ANGLE)	ORB	=	OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
FND. = FOUND	PG.	=		TC	= TANGENT TO CURVE
(F) = FIELD	PLS	=	PROFESSIONAL LAND SURVEYOR		= TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF	P	=		UE	= UTILITY EASEMENT
TRANSPORTATION	'L (P)	=	PLAT DATA	OL.	- Other Chinalitati
FPC = FLORIDA POWER CORPORATION	PB	=	PLAT BOOK		
	ıυ	_	LEVI BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Date: 2024.04.02 16;54;32 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



		1	1	CENTRAL ELORIDA EVERECEMAN ALITHORITY							
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
]	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD I	VO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
UPDATE TITLE	MJS	4/02/2024	<u> </u>	T	· · · · · ·	WBQ DESIGN & ENGINEERING, INC. LB7963	T				
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023]	ВУ	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 AB	OVE			
ADDED IVW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/14/2023						
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	S	ECTION N/A	SHEET 3 OF 3			

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED FOR PROPERTY

THIS INSTRUMENT PREPARED BY AND RECORD AND RETURN TO:

Richard N. Milian, Esq. Nelson Mullins Riley and Scarborough LLP 390 N. Orange Ave., Suite 1400 Orlando, Florida 32801

R.E. Number: 06-26-28-0000-0070-0000

06-26-28-0000-0071-0000 06-26-28-0000-0073-0000 06-26-28-4785-0001-0040

(a portion of)

Project SR 538

This deed constitutes a conveyance to a state agency of the State of Florida as part of an out-of-court settlement of condemnation proceedings and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(13), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made effective as of the ____ day of _____, 2024 (the "Effective Date"), by OPLR LLC, a Florida limited liability company, whose address is 3670 Maguire Boulevard, Suite 220, Orlando, Florida 32803 by ("Grantor"), to and in favor of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Orange County, Florida, more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the Property in fee simple forever unto Grantee, its successor and assigns.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

SUBJECT TO all applicable zoning and other land use regulations or restrictions and those exceptions listed on <u>Exhibit "B"</u> attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"), but this reference shall not act to reimpose any of the same.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:	"GRANTOR"
	OPLR LLC, a Florida limited liability company
	By:
Print Name:	Name:
Print Name:	Title:
STATE OF	
or [] online notarization on this d	acknowledged before me by means of [] physical presence lay of, 2024, by LC, a Florida limited liability company, on behalf of the wn to me OR produced
	Notary Public Printed Name:
	Commission No.: My Commission Expires:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

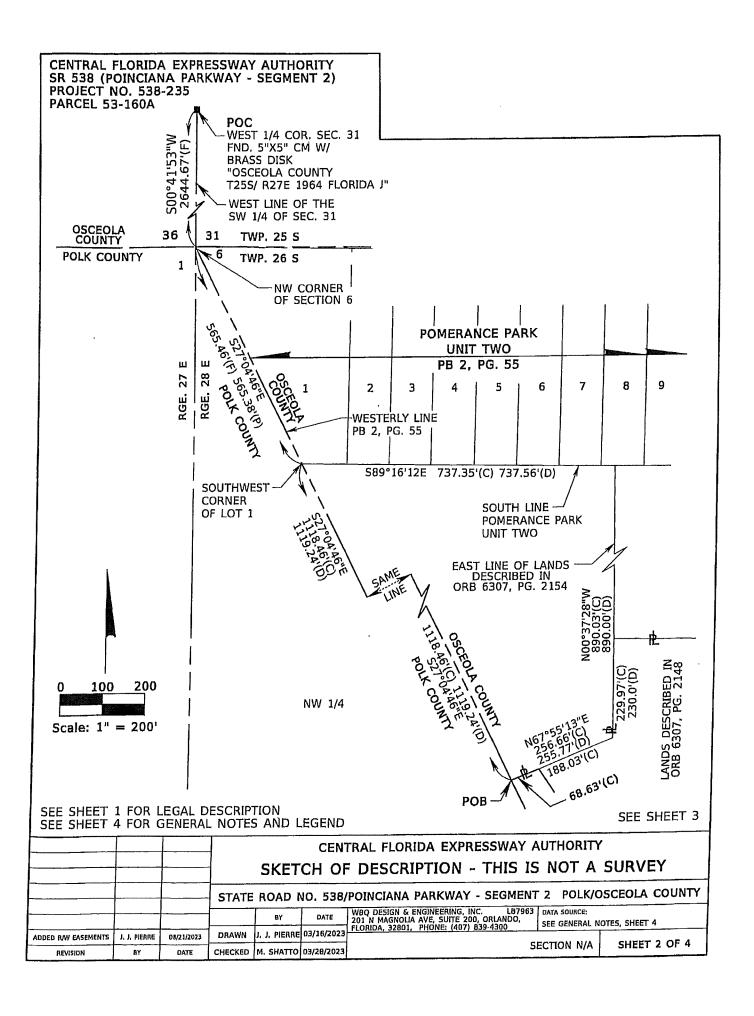
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T255/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118,46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 \$43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

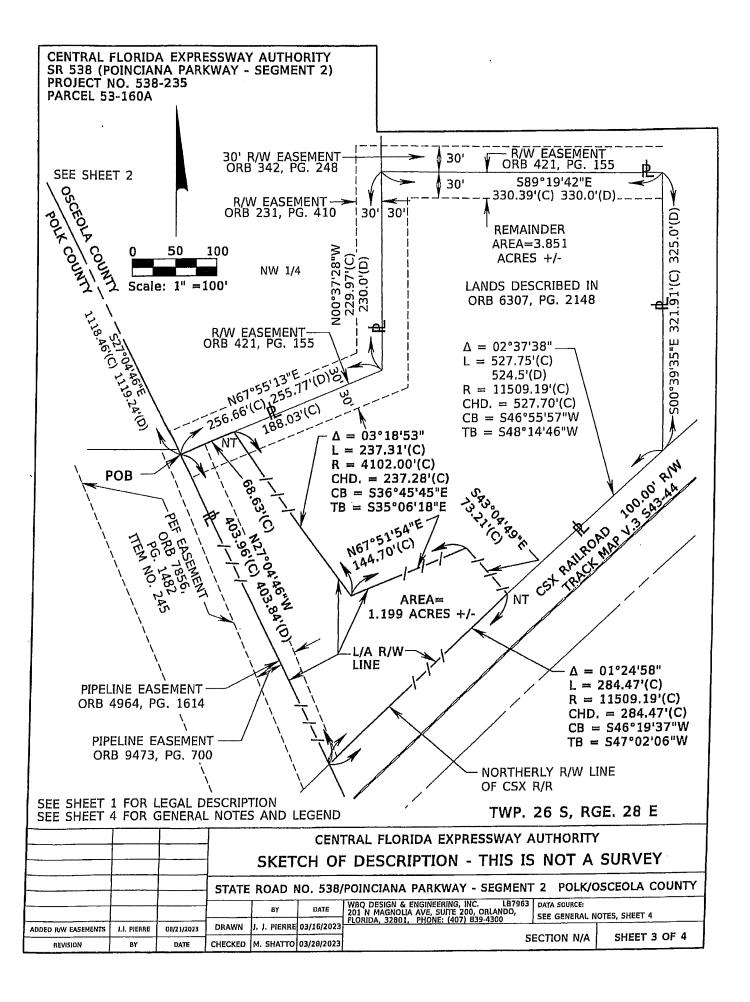
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
1.77				ВУ	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 4					
ADDED RAY EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	PLORIDA, 32801, PRONE: (407) 835-4300					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 1 OF 4					





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160A

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN
 GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M.,
 UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

= PROGRESS ENERGY FLORIDA PEF = IDENTIFICATION CHD. = CHORD DISTANCE = POINT OF CURVATURE PC = IRON PIPE ĬΡ CB = CHORD BEARING ΡI = POINT OF INTERSECTION IR = IRON ROD OR REBAR = CENTERLINE POB = POINT OF BEGINNING IRC = IRON ROD AND CAP (C) = CALCULATED DATA POC = POINT OF COMMENCEMENT = LENGTH OF CURVE CCR = CERTIFIED CORNER RECORD L P.O.T. = POINT ON TANGENT = LICENSED BUSINESS LB CFX = CENTRAL FLORIDA EXPRESSWAY = POINT OF TANGENCY PΤ L/A = LIMITED ACCESS **AUTHORITY** PROJ. = PROJECT MON. = MONUMENTATION/MONUMENT CO. = COUNTY = RADIUS NO. = NUMBER R CM = CONCRETE MONUMENT = RAILROAD R/R N/A = NOT APPLICABLE CR = COUNTY ROADRGE. = RANGE NL = NAIL CSX = CHESSIE SEABOARD CONSOLIDATED REF. = REFERENCE N&D = NAIL & DISK = DEGREE R/W = RIGHT OF WAY = NON-TANGENT NT (D) = DEED DATASEC. = SECTION NTS = NOT TO SCALE DB = DEED BOOK = STATE ROAD SR OR = OFFICIAL RECORD DR. = DRIVE Т = TANGENT ORB = OFFICIAL RECORD BOOK ٨ = DELTA (CENTRAL ANGLE) TB = TANGENT BEARING PG. = PAGE FND. = FOUND TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR (F) = FIELDTWP. = TOWNSHIP = PROPERTY LINE FDOT = FLORIDA DEPARTMENT OF = UTILITY EASEMENT UE (P) = PLAT DATA TRANSPORTATION PB = PLAT BOOK F.P. = FINANCIAL PROJECT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT								
UPDATE TITLE	MJS	3/28/2024		ВУ	DATE	WEQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABO	OVE			
ADDED RVW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023		CTION N/A	SHEET 4 OF 4			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	5	ECTION N/A	JHELL 4 OF 4			



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

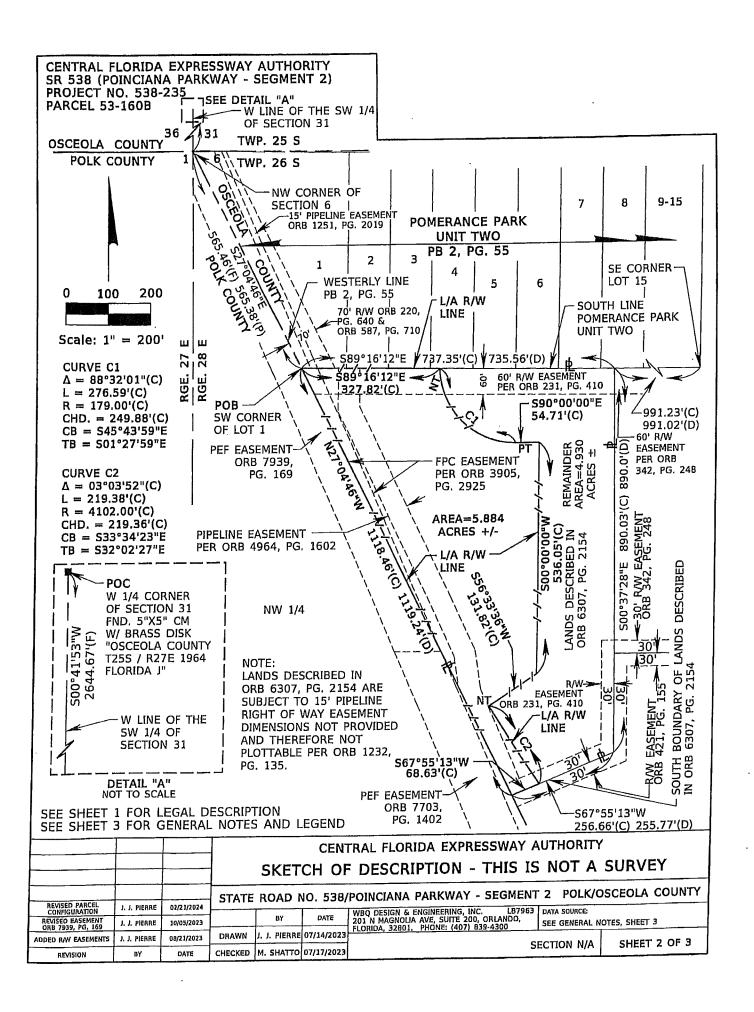
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27"59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
REVISED LEGAL			STATE	ROAD I	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY		
DESCRIPTION	J. J. PIERRE	02/21/2024	J	т	г	WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE			
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 3		
ADDED RAW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023		TOTION NUA	SHEET 1 OF 3		
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	S	ECTION N/A	Succi 1 Or 3		



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160B

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

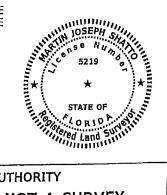
	F.P.	===	FINANCIAL PROJECT	PEF	= PROGRESS ENERGY FLORIDA
CHD. = CHORD DISTANCE	ID	=	IDENTIFICATION	PC	= POINT OF CURVATURE
CB = CHORD BEARING	ΙP	=	IRON PIPE	PI	= POINT OF INTERSECTION
Q = CENTERLINE	ïR	=	IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C) = CALCULATED DATA	IRC	=	IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	1	=	LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	<u> </u>	LICENSED BUSINESS	PT	= POINT OF TANGENCY
AUTHORITY	L/A	=	LIMITED ACCESS		= PROJECT
CO. = COUNTY	MON.		MONUMENTATION/MONUMENT	R	= RADIUS
CM = CONCRETE MONUMENT	NO.	=	NUMBER	RR	= RAILROAD
CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	RGE.	= RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	REF.	= REFERENCE
D = DEGREE	N&D	=	NAIL & DISK	R/W	= RIGHT OF WAY
(D) = DEED DATA	NT	=	NON-TANGENT	SEC.	= SECTION
DB = DEED BOOK	NTS	=	NOT TO SCALE	SR	= STATE ROAD
DR. = DRIVE	OR	=		T	= TANGENT
Δ = DELTA (CENTRAL ANGLE)	ORB	=	• · · · · · · · · · · · · · · · · · · ·	TB	= TANGENT BEARING
FND. = FOUND	PG.	=			= TANGENT TO CURVE
(F) = FIELD	PLS	=	PROFESSIONAL LAND SURVEYOR		= TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF		=		UE	= UTILITY EASEMENT
TRANSPORTATION	P_ (P)	=	PLAT DATA	02	5.72.
FPC = FLORIDA POWER CORPORATION	PB	=	PLAT BOOK		
	ΓIJ	_	LEVI DOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Date: 2024.04.02 16:54:32 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
	MJS	4/07/7074	STATE	ROAD I	VO. 538/	POINCIANA PARKWAY - SEGMENT		SCEOLA COUNTY		
UPDATE TITLE	M12	4/02/2024			DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:			
REVISEO EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023		ВУ		201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABI	DVE		
ADDED RAW EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/14/2023		CCTION NVA	SHEET 3 OF 3		
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	5	ECTION N/A	20001 3 01 3		

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO:

Central Florida Expressway Authority

Attn: Executive Director 4974 ORL Tower Road Orlando, Florida 32807

FROM:

OPLR LLC, a Florida limited liability company, the "Seller"

SUBJECT:

CFX of Osceola County Parcel Identification Number

06-26-28-4785-0001-0040, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000, and 06-26-28-0000-0070-0000, as more particularly described in Exhibit

"A" attached hereto.

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

<u>Name</u>	Address
OPLR, LLC, a Florida limited liability company	3670 Maguire Blvd. Suite 220 Orlando, FL 32803
INB, LLC, a Florida limited liability company	3670 Maguire Blvd. Suite 220 Orlando, FL 32803

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

WITNESSES:	"SELLER"
	OPLR LLC, a Florida limited liability company
	By: INB, LLC, a Florida limited liability company, its Manager
Print Name:	By: Print Name:
Print Name:	Title:
STATE OF COUNTY OF The foregoing instrument was acknowledge or [] online notarization on this day of of INB, LLC, a Florida limited liability companiability company, who is personally known to make identification.	y, as Manager of OPLR LC, a Florida limited
<u></u>	Notary Public
	Printed Name:
	Commission No.:
V	My Commission Expires:

EXHIBIT "A"

From a point N 89° 36' 05" W, 661.02 feet, from the Southeast corner of Lot 15 Pomerance Park, Unit 2 as recorded in Plat Book 2, Page 55 of the Official Records of Osceola County, Florida, run S 00° 54' 30" E, 660.0 feet, to the Point of Beginning; run thence N 89° 36' 05" W, 330.0 feet; run thence S 00° 54' 30" E, 230.0 feet; run thence S 67° 22' 17" W, 255.77 feet, to the Osceola-Polk County Line; run thence S 27° 25' 42" E, along said County Line 403.84 feet, to the Northerly Right Way of Line of Seaboard Coastline Railroad; run thence Northeasterly along said Right of Way Line, 524.5 feet to the West Line of the SE 1/4 of NW 1/4 of Section 6, T 26 S, R 28 E; run thence N 00° 54' 30" W, 325.0 feet, to the Point of Beginning.

Parcel ID: 06-26-28-0000-0070-0000

Begin N 89°36'5" W and 991.02 feet from the Southeast corner of Lot 15, Pomerance Park Unit 2, continue on bearing 737.56 feet to county line; S 27°25'42" E on county line, 1119.24 feet; N 67°22'17" E, 255.77 feet; N 00°54'30" W, 890.00 feet to the Point of Beginning. Lying in Section 06, Township 26 South, Range 28 East in Osceola County, Florida.

Parcel ID: 06-26-28-0000-0071-0000

Beginning at a point North 89°36'05" West 661.02 feet from the Southeast corner of Lot 15 of POMERANCE PARK UNIT TWO, according to the Plat thereof recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida, said point being on the South line of said Unit Two; run North 89°36'05" West 330.0 feet; run thence South 00°54'30" East 660.0 feet; run thence South 89°36'05" East 330.0 feet; run thence North 00°54'30" West 660.0 feet to the Point of Beginning

Parcel ID: 06-26-28-0000-0073-0000

Lot 4, POMERANCE PARK UNIT 2, according to the plat thereof as recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida.

Parcel ID: 06-23-28-4785-0001-0040

CONSENT AGENDA ITEM #6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Angela J. Wallace Angela () Wallace General Counsel FROM:

DATE: August 29, 2024

SUBJECT: Approval of the Revised Property Acquisition, Disposition and Permitting

Policy and Resolution

CFX's Property Acquisition Disposition and Permitting Policy adopted in April 13, 2023, governs the acquisition and disposition of properties as well as the release of limited access lines, issuance of utility permits and temporary rights of entry.

At the August 8, 2024, Board meeting, a revised Procurement Policy was adopted that increased monetary thresholds to better align with inflation and current market conditions. Similarly, staff recommends an increase in the monetary thresholds contained in the Property Acquisition, Disposition and Permitting Policy in light of current real estate market conditions. To balance the Right of Way Committee and Board property acquisition oversight against the increased monetary thresholds, the revised policy requires staff to submit real estate transaction reports to the Right of Way Committee and the Board on a no-less than quarterly basis.

On August 28, 2024, the Right of Way Committee recommended Board approval of the revised Real Property Acquisition, Disposition and Permitting Policy.

Board approval is requested to adopt the revised Property Acquisition, Disposition and Permitting Policy and Resolution.

CFX CODE OF POLICIES

Chapter 13: Real Property

EFFECTIVE DATES

Art.	Title	Resolution No.	Approval Date
1	Property Acquisition, Disposition, and Permitting Policy		

CONTENTS

ARTICLE 1: PROF	PERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY	13-1
Division I: Genera	Il Provisions	13-1
Section 13.1	Title	
Section 13.2	Authority	
Section 13.3	Statement of Policy	13-1
Section 13.4	Real Property Procedures Manual	13-2
Division II: Real P	roperty Acquisition	13-2
	General Acquisition Guidelines	
Section 13.6	Board Oversight	13-2
Section 13.7	Right of Way Committee Oversight	13-3
Section 13.8	Duties and Responsibilities of Executive Director	13-3
Section 13.9	Duties and Responsibilities of General Counsel	13-3
	Use of Consultants	
Section 13.11	Settlements and Offers	13-4
Section 13.12	Post Resolution of Necessity Settlements	13-4
Section 13.13	Real Property Acquisition Transaction Reports	13-5
Division III: Real F	Property Disposition	13-5
	Determination of Surplus Real Property	
	Disposition of Surplus Real Property	
Division IV: Other	Real Property Interests	13-5
Section 13.16	Less Than Fee-Simple Interests	13-5
Section 13.17	Limited Delegation of Authority	13-5
Division V: Permi	ts and Licenses	13-6
Section 13.18	Access and Use Permits/Licenses	13-6
Section 13.19	Regulatory Permits	13-7

ARTICLE 1: PROPERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY

Resolution No. Approval Date:

Division I: General Provisions

Section 13.1 Title

The provisions of this Article shall be known and cited as the "Property Acquisition, Disposition, and Permitting Policy".

Section 13.2 Authority

- 13.2.1 Section 348.759, Florida Statutes, authorizes the Central Florida Expressway Authority ("CFX") to acquire private or public property and property rights by gift, devise, purchase, or condemnation by eminent domain proceedings, as CFX deems necessary for any of the purposes of Chapter 348, Part III, Florida Statutes.
- 13.2.2 Section 348.754(2)(j), Florida Statutes, grants the power of eminent domain to CFX, including the procedural powers granted under both Chapters 73 and 74, Florida Statutes.
- 13.2.3 Section 348.754(2)(c), Florida Statutes, authorizes CFX to acquire, purchase, hold, lease as lessee, and use any franchise or property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out CFX's purposes and to sell, lease as lessor, transfer, and dispose of any property or interest therein at any time acquired by it.

Section 13.3 Statement of Policy

- 13.3.1 The Governing Board ("Board") of CFX hereby adopts this Property Acquisition, Disposition, and Permitting Policy with the intent of providing governing policies to CFX employees, consultants, and the Right of Way Committee ("ROW Committee") for purposes of acquisition, disposition, use, and management of real property interests by CFX.
- 13.3.2 This policy is intended for use when CFX is the acquiring or disposing agency, except in such circumstances where such activities by CFX are otherwise required by rule, regulation, or law to be governed otherwise.
- 13.3.3 The Executive Director and General Counsel may delegate the routine day-to-day functions and responsibilities herein delegated to them to staff or consultants, subject to oversight by the individual delegating the responsibility. Any responsibility specifically attributed to the Executive Director or the General Counsel implicitly extends to anyone that the individual delegating authority has explicitly delegated it to.
- 13.3.4 Nothing in this policy shall be construed as restricting or placing any conditions or limitations on the Board's authority to approve any conveyance of a real property interest by or to CFX should the Board determine that such conveyance would be in the best interest of CFX.

Section 13.4 Real Property Procedures Manual

- 13.4.1 The Executive Director shall, with the assistance of the Chief of Infrastructure and General Counsel and in a manner consistent with this policy, develop, maintain, review, and, when prudent or necessary, revise the Real Property Procedures Manual, which shall be annually reviewed and approved by the Executive Director in consult with General Counsel.
- 13.4.2 Such Real Property Procedures Manual shall include, at minimum, procedures setting forth:
 - (A) The guidelines staff shall use to identify, negotiate, and acquire any real property interests, as discussed in **Division II: Real Property** Acquisition of this Article below; and
 - (B) The process staff shall follow to dispose of surplus property, as discussed in **Division III**: **Real Property** Disposition of this Article below.

Division II: Real Property Acquisition

Section 13.5 General Acquisition Guidelines

- 13.5.1 CFX shall acquire any real property interest (e.g., fee-simple, easement, etc.) deemed to be necessary for an authorized public purpose.
- 13.5.2 It is hereby the policy of the Board that:
 - (A) If acquisition of any real property interest by CFX would leave an impacted property owner with an uneconomic remnant, CFX shall consider acquisition of the entire property.
 - (B) Every property owner shall receive full, just, and adequate compensation for their property, or any real property interest acquired by CFX therein, in accordance with the laws of the State of Florida.
 - (C) CFX shall attempt to negotiate in good faith to obtain a voluntary purchase from property owners, which may include providing non-monetary consideration as compensation for the property interests acquired.

Section 13.6 Board Oversight

- 13.6.1 Unless otherwise expressly provided by the Board, the Board has sole and final responsibility for all decisions related to the acquisition of real property interests and authorization of eminent domain proceedings.
- 13.6.2 More specifically, the Board shall approve and/or authorize the following:
 - (A) Approval of preferred alternative/alignment pursuant to Project Development and Environment studies;
 - (B) Approval and adoption of Resolutions of Necessity; and
 - (C) Initiation of eminent domain proceedings.

Section 13.7 Right of Way Committee Oversight

- 13.7.1 The ROW Committee, as established through its Board-approved charter, shall perform such duties as outlined in its charter and this policy.
- 13.7.2 Unless otherwise expressly provided by the Board, any acquisitions of real property interest by CFX shall be reviewed by the ROW Committee and approved by the Board prior to execution by the Executive Director.

Section 13.8 Duties and Responsibilities of Executive Director

13.8.1 Approvals of real property interest acquisitions by the Board will confer upon the Executive Director the authority to execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).

13.8.2 Limited Delegation to Executive Director

- (A) In addition to the settlement authority delegated in **Section 13.12: Post Resolution of Necessity Settlements** below, the Board hereby delegates to the Executive Director the authority to, without seeking review by the ROW Committee or Board approval:
 - (1) Approve acquisitions of real property interests where the global amount (i.e., inclusive of all fees and costs) of the acquisition does not exceed \$500,000.00, so long as such global acquisition amount is no more than 125% of the established value of the real property interest being acquired; and
 - (2) Execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).
- (B) For the purposes of this Subsection, the "established value" of a real property interest shall be determined as provided in the Real Property Procedures Manual.
- (C) Such delegated authority shall be exercised in accordance with this policy and the Real Property Procedures Manual.

Section 13.9 Duties and Responsibilities of General Counsel

- 13.9.1 General Counsel is responsible for advising and supporting the Board and the Executive Director in the execution of their duties, including the supervision of all outside counsel, the acquisition coordinator, and other consultants retained by CFX for acquisition of any real property interest by CFX.
- 13.9.2 General Counsel shall provide counsel on any proposed settlements and mediations and advise the Board and Executive Director on compliance with any applicable state and federal laws.

Section 13.10 Use of Consultants

13.10.1 CFX may retain the services of and utilize consultants necessary to carry out the various real property acquisition services as required by the complexity and magnitude of the property

- acquisition program (e.g., outside legal counsel services, land planning services, appraisal services, title services, acquisition coordinator services, etc.).
- 13.10.2 Such consultants shall provide CFX with the necessary expertise at a reasonable cost and shall be selected in accordance with the Board's most recently adopted Procurement Policy.
- 13.10.3 General Counsel may confer with the ROW Committee from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition services.

Section 13.11 Settlements and Offers

- 13.11.1 Contingent offers and/or contingent settlements of compensation in any amount may be made, approved, and executed on behalf of CFX by either the Executive Director or the designee thereof or General Counsel or the designee thereof, so long as there is joint concurrence between both such individuals regarding any such offer or settlement. Any such contingent offer or contingent settlement shall include a provision providing that such offer or settlement is contingent upon ROW Committee review and Board approval.
- 13.11.2 Offers and/or settlements made within any authority herein delegated to the Executive Director shall not require ROW Committee review or Board approval and are therefore not required to be contingent.

Section 13.12 Post Resolution of Necessity Settlements

- 13.12.1 Limited Delegation of Authority. Once the Board has approved and adopted a Resolution of Necessity regarding a particular property or real property interest therein, the Executive Director is hereby delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval:
 - (A) Approve settlements for the acquisition of real property interests where the total global amount (i.e., inclusive of all fees and costs) of the acquisition does not exceed \$500,000.00, regardless as to the value reflected in the most current CFX-obtained appraisal.
 - (B) Execute, on behalf of CFX, any documents reasonably required to effectuate such settlements and related acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).
- 13.12.2 Global settlements that do not meet the criteria provided in **Subsection 13.12.1** above and any settlements that are not global in nature shall require prior ROW Committee review and Board approval, after which the Executive Director shall be authorized to execute all related documents.
- 13.12.3 Nothing in this Section shall be construed as preventing the Executive Director or their designee from bringing a settlement within the authority granted herein before the ROW Committee for review and/or the Board for approval should, using their discretion, the Executive Director or their designee, with consult of the General Counsel, determine that so-doing would be in the best interest of CFX.

Section 13.13 Real Property Acquisition Transaction Reports

13.13.1 The Executive Director or designee thereof shall, on a no-less-than quarterly basis and in a manner compliant with the Real Property Procedures Manual, submit a report to both the ROW Committee and Board reflecting all finalized real estate acquisition transactions.

Division III: Real Property Disposition

Section 13.14 Determination of Surplus Real Property

- 13.14.1 CFX may, from time to time, determine that certain real property is no longer needed for the operation of its facilities.
- 13.14.2 The Board may determine that any real property located outside of the current operating right of way limits of the Expressway System not currently needed to support the existing Expressway System is no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes and thereafter declare such real property to be surplus real property.

Section 13.15 Disposition of Surplus Real Property

13.15.1 CFX may dispose of surplus real property by selling it or exchanging it with private or public entities or persons in accordance with the procedures established in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Division IV: Other Real Property Interests

Section 13.16 Less Than Fee-Simple Interests

- 13.16.1 The Board recognizes that there will be circumstances where another person or entity seeks to acquire, grant, or reserve certain "less than fee-simple" (e.g., easements, leases, releases, etc.) real property interests in CFX's property.
- 13.16.2 The Board may periodically convey "less than fee-simple" interests in CFX-owned real property to private or public parties if such conveyances are in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Section 13.17 Limited Delegation of Authority

- 13.17.1 The Executive Director, or the designee thereof, is hereby delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute conveyances and documents related to such conveyances of any such "less than fee-simple" real property interest, whether temporary or permanent in nature, to or from private or public parties so long as:
 - (A) The established value, as determined in accordance with **Subsection 13.8.2(B)** above, of any such "less than fee-simple" property interest conveyed does not exceed the Informal

- Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy;
- (B) If a temporary property interest, the duration of such interest does not exceed one year; and
- (C) Such conveyance is in the best interest of the public in accordance with CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Division V: Permits and Licenses

Section 13.18 Access and Use Permits/Licenses

13.18.1 Permits/Licenses Issued by CFX

(A) The Board recognizes that there will be circumstances where another person or entity seeks to access, enter, or otherwise be present on or maintain a permitted presence on real property owned by CFX with permission but without obtaining a real property interest in such CFX-owned property.

(B) **Delegation of Authority**

- (1) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute permits, licenses, and other related documents granting public or private persons or entities permission to use, access, enter, or otherwise be present on or maintain a presence on CFX-owned property. Such delegation of authority includes without limitation the approval and execution of temporary rights of entry and utility permits.
- (2) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.

13.18.2 Permits/Licenses Issued to CFX

(A) The Board recognizes that there will be circumstances where CFX will need to access, enter, or otherwise be present on or maintain a presence on real property owned by another person or entity with permission and without obtaining a real property interest in such real property.

(B) Limited Delegation of Authority

(1) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute applications, permits, licenses, agreements, and related documents required to access, enter, or otherwise be present or maintain a presence on real property owned by another person or entity so long as the total cost associated with such application, permit, license, and/or agreement does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy.

(2) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.

Section 13.19 Regulatory Permits

13.19.1 The Board recognizes that there will be circumstances where CFX will need permission from a regulatory agency (e.g., the Army Corps of Engineers, the Environmental Protection Agency, the Florida Department of Environmental Protection, applicable water management districts, etc.) to complete a certain task, objective, or project.

13.19.2 Limited Delegation of Authority

- (A) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute applications and related documents required to request and obtain any such permissions or permits required by any applicable regulatory authority, regardless of the cost associated with such application and/or related documents.
- (B) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.



Resolution No.	2024-
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A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING THE PROPERTY ACQUISITION, DISPOSITION AND PERMITTING POLICY

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business; and

WHEREAS, in April 13, 2023, CFX adopted a Property Acquisition, Disposition and Permitting Policy granting the Executive Director authority to approve and execute real property acquisition settlements under \$50,000; and

WHEREAS, the Governing Board of CFX wishes to revise the Property Acquisition, Disposition and Permitting Policy to increase certain monetary thresholds to better align with current real estate market valuations, clarify the delegation of authority for the Executive Director and Chief of Infrastructure regarding conveyances of less than fee simple real property interests, permits and licenses; and general formatting revisions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

- 1. The Property Acquisition, Disposition and Permitting Policy attached to this resolution is hereby adopted; and
- 2. By adopting the attached Property Acquisition, Disposition and Permitting Policy, the CFX Governing Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the CFX Governing Board regarding the subject matter contained therein, including without limitation the previous policy adopted by the Board on April 13, 2023.

A	DOPTED this day of S	eptember 2024.
		Brandon Arrington, CFX Board Chairman
ATTEST	: Regla ("Mimi)" Lamaute	
	Manager of Board Services	Approved as to form and legality:
		Angela J. Wallace, General Counsel

CONSENT AGENDA ITEM #7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

FROM: Aneth Williams /

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Second Renewal with AutoBase Inc. for Road Ranger

> Safety Service Patrol Contract No. 001437

Board approval is requested for the second renewal of the referenced contract with AutoBase Inc. in the amount of \$2,278,178.00 for one year beginning on January 15, 2025 and ending January 14, 2026. The original contract was for five years with five one-year renewals.

The work to be performed includes providing road ranger safety services.

Original Contract	\$ 6,295,550.00
Supplemental Agreement No. 1 -11	\$ 2,317,099.70
First Renewal	\$ 2,227,000.00
Supplemental Agreement No. 12	\$ 437,003.04
Second Renewal	\$ 2,278,178.00
Total	\$13,554,830.74

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, P.E. Director of Maintenance Glenn Pressimone, .PE.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001437

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement") is made and entered into between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX,", and AUTOBASE, INC., a Foreign Profit Corporation registered to do business in Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on November 8, 2018, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to perform Road Ranger Safety Service Patrol.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the Parties agree as follows:

- 1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term</u>. CFX and Contractor agree to exercise the second renewal of said Original Agreement, which renewal shall begin on January 15, 2025 and end on January 14, 2026 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 2. Compensation for Renewal Term. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the Contractor's attached proposal dated August 27, 2024, Exhibit "B" in an amount up to \$2,278,178.00 ("Renewal Compensation"), which includes \$2,250,818.00 (3500 hrs./month x 12 months @ \$52.03/hr. plus 3% contingency), RTMC Access to Road Ranger onboard live video cameras at a cost of \$9360 (12 Trucks @ \$65 per month x 12 months), Data Analytics Dashboard for 12 months at a cost of \$18,000 (\$1,500 per month for 12 months). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein.

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action of the 12th day of September 2024, and		
AUTOBASE, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By: Print Name: Title:	By: Aneth Williams, Director of Procurement	
ATTEST:(SEAL) Secretary or Notary If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2024 for its exclusive use and reliance.	
By: Print Name: By: Print Name:	By:Angela J. Wallace, General Counsel	

Contract No. 001437



(877)642-5780

August 27, 2024

Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

RE: Proposal for One (1) Year Renewal to CFX Road Ranger Contract

Don,

As AutoBase continues year six of our contract, we would like to be considered to renew our contract for the next option year beginning January 15, 2025. I would also like to address additional program needs for CFX to consider prior to renewing for the second year beginning January 15, 2025. AutoBase would like to request a rate increase to \$52.03 per hour to support the CFX Road Ranger Programs' continuation. Included in this request are two additional services that AutoBase will provide to CFX for the Road Ranger program, a live-video stream to the RTMC from the Road Ranger vehicle, and a monthly data dashboard analytics tool of Road Ranger performance. These services will be invoiced monthly and not part of the hourly rate listed above.

The prices in every aspect of our business have significantly increased since the inception of the contract in 2018. Most of the price increases have occurred over the past 12 months and have placed additional demands on operating the program at the current hourly rate. The increased risks associated with Traffic Incident Management along with the egregious insurance rates for employee health benefits, workers compensation and commercial automotive have all increased and added additional stressors to an already challenging line of work. In addition, this increase will allow us to continue to recruit qualified employees, minimizing the turnover rate, and provide an experienced staff. We believe this rate increase will result in continued program performance and allow us to successfully continue our partnership through the end of the contract renewal period in December 2025.

Below is a breakdown of our current rate with the requested increases. The four components of the increase are: 1) Increase in Automotive Insurance, 2) Increase in Employee Health Insurance, 3) Annual Wage Increase, and 4) Minimum Wage Increase.



		CFX			
Term	Current Rate	Additional Increase	New Rate	Increase %	
1 Year	\$48.33	\$3.70	\$52.03	9%	
Automotive Insurance Increases				Unit Rate	
Trucks			12		
Increase in Insurance	ce Cost per Truck	21% Increase Year over Year	\$3,559.50	\$1.05	
Total Insurance In	crease per Year		\$42,714.00		
Employee Health Insurance Increases				Unit Rate	
Insurance Rate Change		\$2460.32 per Month	Annual Value	¢0.70	
Total Insurance In	crease per Year		\$29,523.84	\$0.72	
Annual Wage Increase - Tenured maintain	ing Staff			Increase of Unit Rate per Yea	
Annual Wage	e Increase	%	Annual Value	¢0.72	
1.50	%	0.015	\$29,554.76	\$0.73	
Minimum Wage Increase				Increase of Unit Rate per Year	
FDOT District 5 Road I	Ranger Wage Match	Wage Increase Need	Annual Value	¢1 20	
\$21.0	00	\$1.20	\$48.921.60	\$1.20	

The first proposed additional service for CFX by AutoBase are the live-video streams to the District 5 RTMC. Each of the AutoBase vehicles are equipped with 4x cameras (front, rear, side, and interior). These cameras stream live footage to the District 5 RTMC when on patrol. The RTMC will use this video to gather further information in real time to deploy additional resources and gain a clearer understanding of incidents as they evolve. The cost for this service is \$65 per month per vehicle and covers all four cameras (front, rear, side, and interior) while the Road Ranger vehicle is patrolling. We anticipate maintaining a fleet of 12 trucks during the contract for a total of \$780.00 per month. This service could start as soon as needed given the operational need of the RTMC.

The second additional service is continuing the data dashboard analytics tool provided to CFX. The cost of this service is \$1,500.00 per month. The current service will expire January 14th, 2025. We hope to add this service to the 1-year renewal and continue supporting the program through our analytic tools.

Thank you again for your consideration in this request. AutoBase is excited at the opportunity to continue our partnership with CFX.

Very Respectfully,

Stephanie McMahon Director of Operations AutoBase Inc.

TO

AGREEMENT FOR ROAD RANGER SAFETY SERVICE PATROL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 12 to Agreement for Road Ranger Safety Service Patrol ("Supplemental Agreement") is made and entered into this 14th day of March, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AUTOBASE INC., foreign profit corporation, authorized to do business in the State of Florida, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for road ranger safety service patrol between CFX and the CONTRACTOR, dated November 8, 2018 as amended or supplemented by that certain Supplemental Agreements No. 1 -11 and Renewal Agreement No. 1 dated August 10, 2023 between CFX and CONTRACTOR (collectively, "Agreement"); and

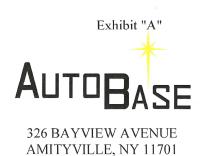
WHERAS, the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

- 1. CFX authorizes the CONTRACTOR to purchase three (3) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards and EV Charger to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of \$389,003.04 and Eight (8) EV Chargers for the remaining eight Road Ranger trucks at a cost of \$6,000.00 each for a total of \$48,000.00 as outlined in the CONTRACTOR's February 2, 2024 letter to CFX, which is attached hereto as Exhibit "A". CFX and CONTRACTOR agree and acknowledge that the useful life of the vehicles is anticipated to be thirty-six (36) months from the date upon which the vehicles are
 - CFX and CONTRACTOR agree and acknowledge that the useful life of the vehicles is anticipated to be thirty-six (36) months from the date upon which the vehicles are purchased and put into service as part of the Road Ranger Safety Services patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the vehicles based on the remaining Useful Life of the vehicles; or (2) transfer title of the vehicles to CFX.
 - a. The Total Contract Amount is increased by \$437,003.04 to \$11,276,652.82.
- 2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By:Aneth Williams, Director of Procurement	
AUTOBASE INC.	
By: Dona Labella Title: President	
Attest: Mur Cloude Notary	LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK NO. 01 CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 2025
Date: March 28, 2004	
Approved as to form and legality by legal counsel Expressway Authority on this day of for its exclusive use and reliance.	to the Central Florida April , 2024
By: Jo O Thacker Outside Counsel	



(877) 642-5780

February 2nd, 2024

Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

RE: Request for Additional Road Ranger Vehicles and EV Chargers

Don,

AutoBase regularly monitors the condition and operational efficiency of our fleet for the Central Florida Expressway Road Ranger Program. An integral part in evaluating the fleet is the quantity of vehicles dedicated to the program. Currently, we have 11 Road Ranger trucks dedicated to the operation. As we continue to partner with the Central Florida Expressway and see the potential increase in needs for the current operation and the program at large, we would like to request new trucks to support our efforts.

New Trucks:

AutoBase is requesting three (3) new Road Ranger vehicles to dedicate to the CFX fleet. AutoBase would purchase and integrate these three new trucks prior to July 1^{st} , 2024 and simultaneously decommission the three vehicles with the highest mileage. By investing in new trucks, CFX would extend the life of the fleet over the next few years and posture the fleet to support any growth in the program.

Below is a current breakdown of the 11 trucks in service and the current mileage. The top three trucks would be decommissioned as the new vehicles become integrated into the program.

#	Truck Number	Mileage
1	OR-1A	493,222
2	OR-6	259,992
3	OR-4S	199,742
4	OR-7	197,828
5	OR-1S	192,981
6	OR-3W	191,790
7	OR-5	158,033
8	OR-4	68,648
9	OR-2	65,451
10	OR-1N	62,032
11	OR-3E	49,540

The cost of each new truck is \$129,667.68. This cost includes a new DMS board as well as the EV chargers. The total cost for three new vehicles to be purchased and integrated into the fleet before July 1st, 2024 is **\$389,003.04**.



(877) 642-5780

EV Chargers:

With the rise of Electric Vehicles, there is a growing concern with the ability to address disabled EVs on the roadway. EV Chargers are one way to support this issue. The current cost of an EV Charger to be added to a Road Ranger vehicle is \$6,000 per vehicle. We included this cost in the three new trucks. To add additional EV Chargers to the fleet of 8 vehicles, it would cost \$48,000. Please let us know if this is something that the CFX would like to purchase and outfit for the CFX Road Ranger fleet. Additionally, these EV Chargers would remain the property of the CFX if AutoBase does not renew the contract.

Thank you for your time and consideration in this matter. We look forward to hearing from you.

Very respectfully,

Matthew Fragier
Matthew Frazier

AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001437

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 10th day of August 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AutoBase, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 8, 2018, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of January 15, 2019, whereby CFX retained the Contractor to perform road ranger safety service patrol.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one year in accordance with the terms and conditions hereof.

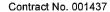
NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the Parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on January 15, 2024 and end on January 14, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 2. Compensation for Renewal Term. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the Contractor's attached proposal dated June 13, 2023, Exhibit "B" in an amount up to \$2,227,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
- 5. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Jo O. Thacker, Interim General Counsel

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

AUTOBASE, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Donna JaBella	Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.30 10:52:08-04'00' Aneth Williams, Director of Procurement
Print Name: <u>Donna Labella</u> Title: <u>President</u>	
ATTEST: Julia (SEAL)	
LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YOU NO. 01CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 20	
If Individual, furnish two witnesses:	
By:Print Name:	
By:Print Name:	
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this <u>28</u> day of <u>August</u> , 20 <u>23</u> for its exclusive use and reliance.
	On O Machon





326 BAYVIEW AVENUE AMITYVILLE, NY 11701 (877) 642-5780

June 13th, 2023

Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

RE: Proposal for One Year Renewal to CFX Road Ranger Contract

Don,

As AutoBase continues year five of our contract, we would like to be considered for renewing our contract for an additional year and hopefully the first of five potential renewals. I would also like to address two program needs as the CFX considers prior to renewing for the first year beginning January 15th, 2024. AutoBase would like to request a rate increase and an additional purchase of Road Ranger trucks to support the CFX Road Ranger Programs' continuation. Included in this request are two additional services that AutoBase will provide to the CFX for the Road Ranger program, a live-video stream to the RTMC from the Road Ranger vehicle, and a monthly data dashboard analytics tool of Road Ranger performance.

The prices in every aspect of our business have significantly increased since the start of AutoBase serving the CFX Road Ranger Program in 2018. Most of the price increases occurred over the past 18 months and have placed an additional strain on operating the program with the current hourly rate. Vehicle parts, maintenance supplies, and general cost of living have all increased and acted as additional stressors to an already challenging line of work. Additionally, with the increased risk associated with Traffic Incident Management and the recent increase in our automotive insurance rate, we believe a modified unit rate would allow us to successfully continue our partnership for an additional year. The CFX played a crucial role in supporting our request for increased wages for our operators in early 2022 and we have since experienced an increase of 35% of our retention on CFX operators. We believe an additional increase in the rate will result in continue program performance for the CFX Road Rangers. In order to assist the CFX and help stabilize the cost of fuel adjustment provided by the current contract, AutoBase would agree to reset the cost of fuel from our current base price of September, 2018 to a new base price of fuel for November, 2023. Below is a breakdown of our current rate with the requested increases. The three components of the increase are 1) Increase in Automotive Insurance, 2) Increase in Wages for 2024-2025, and 3) Increase in Vehicle Maintenance (represented by U.S. Department of Labor-South Region CPI less food and energy at 7% for November 2022).

Requested Rate Increase for CFX Road Rangers		
ltem	Hourly Rate	
Current CFX Road Ranger Unit Rate	\$40.97	
1) Cost for Insurance	\$3.30	
2) Cost for Increase Wages	\$1.20	
3) Cost of Increase Vehicle Maintenance	\$2.86	
Requested Rate for January 15 th 2024-January 14 th 2025	\$48.33	

Contract No. 001437



The first proposed additional service for the CFX by AutoBase are the live-video streams to the District 5 RTMC. Each of the AutoBase vehicles are equipped with 4x cameras (front, rear, side, and interior cameras). These cameras will stream the live footage to the District 5 RTMC when on patrol. The RTMC will use this video to gather further information in real time to deploy additional resources and gain a clearer understanding of incidents as they evolve. The cost for this service is \$50 per month per vehicle and covers all four cameras while the Road Ranger vehicle is patrolling. We anticipate maintaining a fleet of 12 trucks during the contract for a total of \$600.00 per month. This service could start as soon as needed given the operational need of the RTMC.

The second additional service is continuing the data dashboard analytics tool provided to CFX. The cost of this service is \$1,500.00 per month. The current service will expire January 14th, 2024. We hope to add this service to the 1-year renewal and continue supporting the program through our analytic tools.

Thank you again for your consideration in this request. AutoBase is excited at the opportunity to continue our partnership with the CFX.

Very respectfully,

Matthew Fragier
Matthew Frazier

Regional Vice President

AutoBase, Inc.

23/19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 11 entered into this 13th day of April 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes the CONTRACTOR to purchase four (4) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of \$460,250.94; and,
- 2. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 10 1/2 -month term beginning March 1, 2023 and ending January 14, 2024; and,
- 3. CFX wishes The CONTRACTOR to upfit ten (10) Road Ranger vehicles with rear facing red lights to be consistent with the new FDOT Standards; and,
- 4. CFX wishes the CONTRACTOR to purchase two (2) Lane Blades for use on the new part-time shoulders on SR 417 and SR 429 as outlined in Attachment "D"; and,
- 5. CFX wishes to revise the language in Section 2.3.1 Safety Service Patrol Vehicle Requirements of the Contract Scope of Services by deleting the language strikethrough and adding language underlined
 - 2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy Duty- $\frac{2}{3}$ ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used ($\frac{2}{3}$) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the

Contractor may request the vehicles continue to be used. at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. Beginning three years after the Notice to Proceed date and every year thereafter, the Contractor shall provide CFX an assessment of the fleet to perform the contract scope and submit a request in writing for the replacement of any existing vehicles. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current A-6 vehicles and the only change is "Motorist Service Patrol" to Safety Service Patrol" on the new vehicles.)

The design of all markings, except for the CFX logo shall be submitted by the Contractor to CFX for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Contract and any renewals. Covering CFX logo or other identification marking is prohibited. The Contractor will be assessed a penalty of \$500 per occurrence for violating this requirement.

- 6. The CONTRACTOR hereby agrees to purchase four (4) new F-250 fully equipped trucks including LiteSys DMS Board (collectively, the "Vehicles") for use by the Road Ranger Safety Service Patrol, subject to the payment by CFX of the total cost of the four (4) Vehicles in the not-to-exceed amount of 460,250.94 as outlined in Attachment "A". CFX and CONTRACTOR agree and acknowledge that the useful life of the Vehicles is anticipated to be thirty-six (36) months from the date upon which the Vehicles are purchased and put into service as part of the Road Ranger Safety Services Patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the Vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the Vehicles based on the remaining Useful Life of the Vehicles; or (2) transfer title of the Vehicles to CFX.
- 7. The CONTRACTOR hereby agrees to providing and maintain a web-based Dashboard at an additional cost of \$15,750.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2023 as outlined in Attachment "B"; and
- 8. The CONTRACTOR hereby agrees to the upfit of ten (10) existing Road Ranger vehicles with rear facing reed lights for a total cost of \$7,500.00 as outlined in

Attachment "C"; and

- 9. The CONTRACTOR hereby agrees to purchase two (2) Lane Blades for use on the new part-time shoulders on SR 417 and SR 429 at a total cost of \$70,000 as outlined in Attachment "D"; and
- 10. CFX and CONTRACTOR agree that this Supplemental Agreement No. 11 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 11; that acceptance of this Supplemental Agreement No. 11 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 11. This Supplemental Agreement No. 11 is necessary to facilitate the purchase of four (4) new F-250 truck with LiteSys DMS Boards, facilitate the Data Analytics Dashboard for Road Ranger Services, upfit ten (10) Road Ranger vehicles with rear facing red lights, purchase of two (2) Lane Blades for part-time shoulder use and revision of the Contract Scope of Services, Section 2.3.1 Safety Service Patrol Vehicle Requirements.
- 12. Counterpart and Electronic Signatures. This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Contract Name: Road Ranger Safety Service Patrol Contract No.: 001437 Amount of Changes to this document: \$553,500.94 This Supplemental Agreement No. 11 entered into as of the day and year first written above. CENTRAL FLORIDA EXPRESSWAY AUTHORITY Digitally signed by Aneth Williams **Aneth Williams** By: Date: 2023.04.26 14:44:07 -04'00' Aneth Williams, Director of Procurement Date: AUTOBASE, INC. Authorized Signature Print Name: Donna LaBella Title: President

LAUREN CLOUDE

NOTARY PUBLIC, STATE OF NEW YORK

NO. 01 CL6355339

QUALIFIED IN NASSAU COUNTY

MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this _____ day of ______, 2023 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.04.26 11:55:45 -04'00'

Diego "Woody" Rodriguez, General Counsel



February 17th, 2023

Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

RE: Proposal for Four CFX Trucks

Don,

AutoBase continues to monitor and maintain our Road Ranger fleet for the program. We have surpassed the expected lifespan of many of vehicles in the fleet and are requesting new vehicles to support us. Currently, AutoBase has 5 vehicles that have exceeded 400,000 miles and a couple of those that have breached 500,000 miles serving the CFX Road Ranger program. Similar to previous request for new vehicles, AutoBase is proposing four new F-250 Road Ranger vehicles for the CFX to purchase before July 1st, 2023. We believe adding new vehicles to the current fleet will allow the program continued success and safety as we serve the motorist of central Florida.

We have been able to locate four vehicles that we can purchase soon, but are requesting approval from the CFX. The price for a new CFX Road Ranger F-250, crew cab, gasoline engine is \$106,271. This price includes all associated equipment, tools, and a LightSys Dynamic Message Sign. The price for a new CFX Road Ranger F-250, crew cab with a diesel engine and similarly equipped is \$115,386. We have the opportunity to purchase three gasoline trucks and one diesel truck for \$434,199. To include Florida sales tax, the total would be \$460,250.94. All four vehicles can be purchased and in service by July 1st, 2023.

Very respectfully,

Matthew Frazier
Matthew Frazier

Regional Vice President

AutoBase, Inc.

ATTACHMENT "B"



AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority
December 29th, 2022

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. The data is helpful for identify areas of improvement and enhancing both program performance and safety to the motorists of CFX.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2023 and ending on February 29th, 2024. The cost of the dashboard is a fixed rate of \$1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	March 1st, 2022 -February 28th, 2023
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	\$1,500.00/month



Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

February 15th, 2023

ATTN: Don Budnovich

RE: Proposal for Upfitting CFX Road Ranger Vehicles with Approved Red Lights

Don,

One the best ways to keep both Road Rangers and the CFX traveling motorist safe is to reduce or prevent vehicle crashes and accidents. Increasing the visibility of the CFX Road Rangers while they perform their duties can mitigate the potential for a Road Ranger vehicle or operator from being struck. FDOT has worked to gain the approval of rear-facing red lights for use on the Road Ranger vehicles across the state. This information was provided by the FDOT Road Ranger Program Manager, Shawn Kinney with guidance to all FDOT Districts to begin the transition process to red lights. In Central Florida, both I-4 Ultimate and FDOT District 5 are currently upfitting their fleet with the rear-facing red light bars to increase the safety of the Road Rangers and the traveling motorist.

AutoBase is proposing that CFX would support the upfitting of the rear-facing red lights on the current CFX fleet. We plan to replace the amber lighting modules (six modules) to a red-light for 10 of our vehicles. The current light bar is an DOT approved Whelen Justice Series lightbar. The cost to upfit these light bars will be \$750.00 per vehicle for a total of \$7,500.00 to upfit the entire CFX Road Ranger fleet. By upfitting our fleet with the rear-facing red lights, CFX Road Rangers will be aligned with the direction of FDOT Road Ranger programs and there will be an immediate positive impact on the visibility of our vehicles and operators at every scene. Additionally, AutoBase would propose that for all new incoming vehicles to the CFX, AutoBase will outfit the trucks with rear-facing red lights. This will reduce the costs to CFX for all future Road Ranger vehicles and ensure the fleet maintains uniformity regarding the safety lighting. Thank you for your consideration in this matter.

Very respectfully,

Matthew Fragier
Matthew Frazier

Regional Vice President

AutoBase, Inc.



February 16th, 2023

Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

RE: Proposal for Lane Blades supporting CFX Part Time Shoulder Use

Don,

AutoBase was able to participate in a conversation regarding the upcoming Part Time Shoulder Use Standard Operating Procedures. Through this discussion, we understand that the Road Rangers play a vital role in the planning, support, and execution of this traffic management tool to enhance mobility and safety of the CFX customers. AutoBase has participated in similar operations nationwide using the Lane Blade, debris removal device. With our experience, we want to propose the purchase of additional Lane Blade devices that will enhance the CFX Road Ranger's ability to sweep and patrol the shoulders prior to lane activation. The Lane Blade is a unique tool that we currently utilize on the CFX and have found success when clearing debris out of active lanes and shoulders. The purchase of two Lane Blades would allow us to prepare the integration of the equipment prior to the PTSU activation in 2024. These tools allow us to gain the ability to quickly and safely clear debris while still having the functionality of a push-bumper.

AutoBase is proposing two Lane Blades to be purchased at \$35,000 per unit, for a total of \$70,000. If purchased soon, we anticipated a 60 day timeline for installation, which could be installed on two of the new Road Ranger vehicles if CFX chooses to approve. These devices have been upgraded since AutoBase first purchased one to use on the CFX. Our feedback to the manufacturer has enhance the design, longevity and utilization of the Lane Blade for daily patrol operations. Thank you for considering this request to support the CFX Road Ranger role and integration into the Part Time Shoulder Use plan.

Very respectfully,

Matthew Frazier

Matthew Frazier

Regional Vice President

AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 10 entered into this 12th day of May 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes the CONTRACTOR to purchase three (3) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of \$294,000.00; and,
- 2. The CONTRACTOR hereby agrees to purchase three (3) new F—250 fully equipped trucks including LiteSys DMS Board (collectively, the "Vehicles") for use by the Road Ranger Safety Service Patrol, subject to the payment by CFX of the total cost of the three (3) Vehicles in the not-to-exceed amount of 294,000.00. CFX and CONTRACTOR agree and acknowledge that the useful life of the Vehicles is anticipated to be thirty-six (36) months from the date upon which the Vehicles are purchased and put into service as part of the Road Ranger Safety Services Patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the Vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the Vehicles based on the remaining Useful Life of the Vehicles; or (2) transfer title to the Vehicles to CFX.
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- This Supplemental Agreement No. 10 is necessary to facilitate the purchase of three (3) new F-250 truck with LiteSys DMS boards for Road Ranger Patrol Services.

Contract Name: Road Ranger Safety Service Patrol

Contract No.:

001437

Amount of Changes to this document: \$294,000.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Ву:	Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.09 14:33:55 -04'00'	
	Director of Procurement	
Date:		
AUTO By:	BASE INC.	
<u> </u>	Authorized Signature	
Print N	Jame: Donna Labella	
Γitle:	President	
Attest:	Laur Cloude Notary	LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK NO. 01CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 2025
Date:	01,109/2022	

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

By:	Laura Newlin Kelly	Digitally signed by Laura Newlir Kelly Date: 2022.06.09 13:52:50 -04'00
• -	Diego "Woody" Rodrig	guez,

Diego "Woody" Rodriguez, General Counsel



Don,

The CFX Road Ranger fleet is approaching a critical time as we evaluate the current condition of the vehicles and project our expected timeline towards the end of the contract. As you recall, CFX originally provided seven trucks to cover six different routes for a total of 16 hours a day, Sunday through Saturday. After the first year we quickly assessed the number of trucks would be inadequate given the demands of responding to CFX motorists and increase in hours. We were pleased to be given an additional spare in 2020 as it helped us maintain our fleet to support the program. In 2021, we then recognized a growing need to increase coverage along SR 417 as the central Florida population and motorists activity grew. CFX again supported our request to add the coverage and an additional vehicle to the fleet for a new total of nine trucks.

As we have continued fulfilling the contract requirements of the Road Ranger program and maintaining our fleet, other challenges have now impacted the health of the fleet. On March 25th, 2022 CFX Road Ranger truck OR-6 was struck while supporting a closed lane on SR 408. This accident immediately removed one of our spare vehicles from the fleet and brought our fleet count to eight. As AutoBase continues to look for the fastest resolution on repairing this vehicle, we conducted an analysis of our fleet in its entirety. This fleet analysis has identified some concerns that we wanted to share with you and present a request to support the Road Ranger program.

The majority (six out of nine) of our CFX Road Ranger trucks currently have over 300,000 miles. All but two trucks in the fleet are gasoline engines. This is a major concern since we are nearing or even past some of the life expectancy of these vehicles. Thankfully, we have continued to manage detailed maintenance plans to keep the trucks in service, but we have a growing concern that some of the vehicles will not make it past 9-12 months at the current pace.

At this time, we would like to request CFX to purchase three additional trucks that would be added to our fleet. These trucks would supplement the current fleet and bring the new total to 12 vehicles. With the current challenge of new truck inventory, we believe we can have the trucks built and outfitted for service in approximately six months from date of approval. By adding three vehicles to the fleet it would ensure there is no loss of coverage to the CFX Road Ranger program should another vehicle get struck in an accident or if any vehicles reach the end of their usable lifecycle. The three vehicles would provide flexibility in the fleet coverage to perform high-mileage maintenance on the original trucks. Additionally, we would recommend to purchase the same vehicle make/model, but all new vehicles would be a diesel engine to increase the life of the vehicles and strengthen the fleet. The plan would be to add these vehicles to the fleet and then reassess every three months as we approach the end of the contract. AutoBase believes that three additional trucks would be the minimum threshold to ensure adequate coverage for another 12-15 months.

Below is the current mileage of the CFX fleet, as well as our current projected mileage if we did not supplement with three trucks. By adding three vehicles to the fleet, the overall mileage would decrease by approximately 25-30% as we would now cover the same routes and mileage with 12 trucks instead of 9.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 9 entered into this 27th day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

WITNESETH:

WHEREAS, CFX have determined it necessary to increase the Contract amount by \$30,000.00 to compensate the CONTRACTOR for increases to the hourly rate of the Road Rangers from \$18.00 to \$20.00, and the hourly rate for Road Ranger Services from \$38.81 to \$40.97; and,

- The CONTRACTOR hereby agrees to the rate increases for Road Rangers and Road Ranger services beginning February 1, 2022 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- This Supplemental Agreement No. 9 is necessary to facilitate wage increases for Road Rangers and increase bill rate for Road Ranger Services.

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$30,000.00

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Aneth Williams Date: 2022.01.28 13:36:51 -05'00'				
	Director of Procurement				
Date:					
AUTO	DBASE, INC.				
By:	Authorized Signature				
Print N	Name: Donna LaBella				
Title:	President				
Atteșt:					
Date:	Notary January 28, 2022				

LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK NO. 01CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 2025 Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this Anday of 2022 for its exclusive use

and reliance.

General Counsel

Attachment "A"



AutoBase Inc. 326 Bayview Avenue Amityville, NY 11701 877-642-5780 www.autobasecorp.com

January 21st, 2022

Re: Request for Increasing Road Ranger Wages on the Central Florida Expressway

Don,

The national inflation rate and increase in CPI has posed multiple challenges to every American. The current rate of inflation is soaring past many of the wage increases for hourly positions. AutoBase has not been immune to these challenges for our own Road Rangers operating as hourly employees.

This challenge for cost of wages is compounded with many other companies offering competitive employment opportunities to fill high-demand jobs. In an effort to ensure we retain our highly qualified and safe operators; we recommend that the CFX considers an increase of our billable hourly rate that would serve to increase the hourly wages of our employees directly. This request would be designed to have zero impact to AutoBase's profit margin or other operating costs. The intent is solely to increase the wages for our Road Ranger operators from \$18.00/hr to \$20.00/hr. We believe this will support the overall program for CFX by ensuring we retain talent, offer better employment opportunities to new Road Rangers, and genuinely provide the income for those individuals who daily risk their lives for the safety of the CFX motorist. Please see below for the breakdown in our request of an increase in our billable rate from \$38.81 to \$40.97. Thank you for your time and concern in this matter.

Current Hourly Rate for Road Ranger Services	
Current Hourly Wage for AutoBase CFX Road Rangers	\$18.00
Recommended Hourly Wage for AutoBase CFX Road Rangers	\$20.00
Requested Hourly Rate Increase to cover wage	\$2.00
Increase to hourly rate for Employer Tax	\$0.16

Please let me know if you have any additional requests or questions.

Sincerely,

Matthew Frazier Regional Vice President

Matthew Frazier

mattf@autobasecorp.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 8 entered into this 12th day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes for the CONTRACTOR to continue providing and maintaining a
 web-based Dashboard of performance measures and data of Road Ranger
 activities. The CONTRACTOR will pull data on a daily basis and maintain the
 dashboard for a 12-month term beginning March 1, 2022 and ending February 28,
 2023; and,
- The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2022 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 8 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.
- 5. Counterpart and Electronic Signatures. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Contract Name:

Road Ranger Safety Service Patrol

Contract No.:

001437

Amount of Changes to this document: \$18,000.00

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Aneth Williams	Digitally signed by Aneth Williams Date: 2022.01.20 16:21:26 -05'00'
	Directo	or of Procurement
Date:		
AUTO	BASE, INC.	0 01
By:	Nona Ju Authorized Si	Bella gnature
Print N	Danne	Labella
Title:	President	/
Attest:	Suren Unu	le
Date:	Notary 7/20	022

LAUREN CLOUDE

NOTARY PUBLIC, STATE OF NEW YORK

NO. 01CL6355339

QUALIFIED IN NASSAU COUNTY

MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida

Expressway Authority on this ____ day of _____, 2022 for its exclusive use

and reliance.

Diego "Woody"

By:___Rodriguez

Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.19 12:00:09 -05'00'

Diego "Woody" Rodriguez, General Counsel

ATTACHMENT "A"



AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority
January 11th, 2022

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. The data is helpful for identify areas of improvement and enhancing both program performance and safety to the motorists of CFX.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2022 and ending on February 28th, 2023. The cost of the dashboard is a fixed rate of \$1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	March 1st, 2022 -February 28th, 2023
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	\$1,500.00/month

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 7 entered into this 13th day of May 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to increase the Scope of Service by adding an additional Road Ranger to patrol SR 417 from International Drive to Narcoossee Road from 6:00 AM to 10:00 PM, seven (7) days per week, at an annual cost of \$226,029.44. The CONTRACTOR will purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of \$85,000.00; and,
- 2. The CONTRACTOR hereby agrees to the expansion of the Scope of Service by adding an additional Road Ranger and purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 7 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No.7 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 7 is necessary to facilitate the additional a Road Ranger and the purchase of a new F-250 truck with DMS.

Contract Name:	Road Ranger Safety Service	Patrol
Contract No.:	001437	
Amount of Changes t	o this document: \$311,029.44	
This Supplemental A above.	Agreement No. 7 entered into	o as of the day and year first written
CENTRAL FLORII	DA EXPRESSWAY AUTHO	ORITY
By: Aneth William	Digitally signed by Aneth William Date: 2021.05.19 09:22:57-04'00'	
Date:		
AUTOBASE, INC. By: DXLO Autho	Jubella rized Signature	
Print Name: Donna Lat	Bella	<u> </u>
Title: President		
Attest: Jaw Notary Date: May 18, 2021	Cloude	
LAUREN CL NOTARY PUBLIC, STAT Registration No. 01 Qualified in Nass Commission Expires	E OF NEW YORK CL6355339 au County	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2021 for its exclusive use and reliance. Woody Rodriguez Date: 2021.05.19 09:17:44-0400' Diego "Woody" Rodriguez, General Counsel



April 1st, 2021

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

1) AutoBase, Inc. Proposal for Additional Road Ranger

One of the most important performance measures for the CFX Road Rangers is response time. A national goal for similarly sized routes and programs is a 15 minutes response time. Currently, OR-1's (SR 417) average response time for 2021 YTD is **29.93** minutes. The average for the other CFX Sectors (OR-2, OR-3, OR-4, and OR-5) is approximately **10** minutes. With traffic volume increasing and the current construction project on SR 417 set for the next few years, AutoBase does not believe we can significantly reduce the OR-1 response time unless we add additional assets. Unlike our staging method for OR-5, borrowing a Road Ranger truck from either OR-2 or OR-3E only adds further complication to traffic incident management and often the results are not comparable when trying to reduce response times along SR-417.

SR-417 is also the largest sector with only one Road Ranger (OR-1 covers 33 miles). The average miles per Road Ranger on Sectors 2 to Sector 5 is 15.2 miles. Sector 1 is more than double the average of coverage on the other CFX Sectors. To significantly reduce the response time and prevent further delays in response times along SR 417 in the future, AutoBase recommends adding an additional Road Ranger along SR 417 and creating two Road Ranger routes; OR-1S and OR-1N. OR-1S will cover along SR 417 from International Drive (MM6) to Narcoosee (MM22). OR-1N will cover along SR 417 from Narcoosee (MM22) to Aloma Avenue (MM38). This additional coverage will not only improve the response times of SR 417, but also contribute to better response times along SR 528 and SR 408. The value of adding the additional route along SR 417 will not only positively impact the response times, but also increase the quantity of incidents where CFX Road Rangers can assist the customers of CFX and help provide a safe and effective service.

Cost to CFX:

One-time Purchase of new Road Ranger vehicle with DMS Board (OR-1S): \$85,000.00

Annual service cost for additional OR-1 Road Ranger: \$226,029.44

-Additional Road Ranger Service includes coverage along SR 417, 6am-10pm, 7 days a week

Total Cost for OR-1 Expansion and one (1) CFX Road Ranger vehicle with DMS board: \$311,029.44



Example of proposed new route

Sector 1 – SR 417 from Aloma Avenue MM6 to International Drive M38

Current OR-1 coverage along SR 417

Sector 2 November 1 No



Very Respectfully,

Matthew Fragier
Matthew Frazier

Regional Vice President-South

AutoBase, Inc

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 6 entered into this 31st day of March 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes to purchase two (2) Dynamic Message Board (DMS) (LightSys, Inc VCMS 1030F-4); and,
- The CONTRACTOR hereby agrees to the purchasing, installation and maintaining of the DMS boards at an additional cost of \$26,436.82 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- This Supplemental Agreement No. 6 is necessary to facilitate the purchase of two (2) DMS boards.
- This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Road Ranger Safety Service Patrol Contract Name: 001437 Contract No.: Amount of Changes to this document: \$26,436.82 This Supplemental Agreement No. 6 entered into as of the day and year first written above. CENTRAL FLORIDA EXPRESSWAY AUTHORITY By: Aneth Williams, Director of Procurement 4/8/2021 Date: AUTOBASE, INC. By: LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2025

Approved as to form and legality by legal counsel to the Central Florida

Expressway Authority on this <u>874</u> day of <u>AMC</u>, 2021 for its exclusive use and reliance.

Diego Woody" Rodriguez,

General Counsel

ATTACHMENT "A"



March 31st, 2021

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Proposal for DMS Board Purchases in Support of CFX Road Ranger Program.

AutoBase currently manages ten (10) DMS boards for the CFX fleet. We inherited nine of the ten DMS boards from the previous vendor and acknowledged they would need to be replaced at some point during the life of the contract. AutoBase has continued to manage the boards by using the spare DMS boards to help repair and sustain the DMS boards mounted on the current trucks. In order to continue maintaining the CFX DMS boards, AutoBase recommends a phased purchasing plan where CFX would replace only a few boards at a time to reduce costs and continue supporting the program. Currently, AutoBase recommends CFX to purchase two additional DMS boards this year to enhance the lifecycle of the DMS boards collectively and retire two older DMS boards to support as spare boards. AutoBase is prepared to conduct the purchasing, installing, and maintenance of the DMS boards.

Costs to CFX:

One (1) CFX DMS Board (LightSys, Inc VCMS 1030F-4): \$13,218.41/ea

Total for Two (2) CFX DMS Boards: \$26,436.82

Very Respectfully,

Matthew Frazier

Regional Vice President-South

Matthew Frazier

AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 5 entered into this 22th day of February 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term beginning March 1, 2021 and ending February 28, 2022; and,
- The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2021 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 5 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

Contract Name:	Road Ranger Safety Service Patrol	
Contract No.:	001437	
Amount of Changes to	to this document: \$18,000.00	
This Supplemental A above.	Agreement No. 5 entered into as of the day and year first	t written
CENTRAL FLORII	DA EXPRESSWAY AUTHORITY	
By: Aneth Will	Batc. 2021.02.24 11.00.33 03 00	
Date:	Director of Procurement	
AUTOBAŞÉ, INC.		
By: 10216	a Jubella	
Print Name: DODI	rized/Signature na LaBella	
Title: Preside	ent	
Attest: Jawn (Notary Date: 0)3/3	<u>Claudi</u> (2021	

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK.
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this <u>24</u> day of <u>February</u>, 2021 for its exclusive use and reliance.

By: Woody Rodriguez,

Diego "Woody" Rodriguez,

General Counsel

ATTACHMENT "A"



AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority
February 11th, 2021

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. From August 2020 to December 2020, AutoBase and CFX were able use the data to pilot an innovative approach to the Road Ranger program that resulted in a reduced the average response time for the entire Road Ranger program by 2.9 minutes. This allowed the Road Rangers to meet the needs of the CFX customers quicker than before.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2021 and ending on February 28th, 2022. The cost of the dashboard is a fixed rate of \$1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

March 1st, 2021 -February 28th, 2022
\$1,500.00/month

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437 '20 MAY 22 6410134

This Supplemental Agreement No. 4 entered into this 14th day of May 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes the CONTRACTOR to purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of \$85,000.00; and,
- The CONTRACTOR hereby agrees to purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No.43 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- This Supplemental Agreement No. 4 is necessary to facilitate the purchase of a new F-250 truck with DMS for Road Ranger Patrol Services.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name:

Road Ranger Safety Service Patrol

Contract No.:

001437

Amount of Changes to this document: \$85,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

"20 MAY 22 AM 10124

Diego "Woody" Digitally signed by Diego "Woody" Rodriguez

Legal Approved as to Form

Rodriguez

Date: 2020.06.18 13:42:12 -04'00'

By:	Aneth Williams Digitally signed by Aneth William Date: 2020.06.18 16:46:22 -04'00'
Dy.	Director of Procurement
Date:	
AUTO	BASE, INC.
Ву:	Nowa Ja Bella Authorized Signature
Print N	Vame: Donna LaBella
Title:	President
Attest:	1) 1
Date:	May 19, 2020

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 3 entered into this 27th day of February 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes for the CONTRACTOR to provide and maintain a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term; and,
- 2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2020; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 3 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$18,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

20 MAR 3 N 2:25

By: Director of Procurement

Date: 3/9/2020

AUTOBASE, INC.

By: What Justine

Print Name: Donna LaBella

Title: President

Attest: James Voude
Notary

Date: February 28, 2020

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

REVIEWED AND APPROVED BY CFX LEGAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 2 entered into this 17th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes to purchase seven (7) sets of Dynamic Message Board (DMS) wiring harness systems and two (2) used DMS Boards; and,
- The Contractor hereby agrees to the purchase of the DMS at an additional cost of \$13,132.58; and,
 - 3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
 - This Supplemental Agreement No. 2 is necessary to facilitate the purchase DMS Board.

112 320 2**5** AME125

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name:

Road Ranger Safety Service Patrol

Contract No.:

001437

Amount of Changes to this document: \$13,132.58

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

18 OEC 26 AH 8:25

REVIEWED AND APPROVED

By: _	aville
	Director of Procurement
Date: _	12/28/18
AUTOB	ASE, INC.
By: _	Authorized Signature
Print Na	- 1.1.11
Title: _	President
Attest: _	Laure Cloude Notary 12/19/2018

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 1 entered into this 13th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes to amend the Scope of Service to extend the service hours from 8:00 P.M. to 10:00 P.M. at the same hourly of \$38.81/per hour; and,
- The Contractor hereby agrees to the revisions at an additional cost of \$950,000.00; and,
- 3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

"ES DEC 17 :w10:28

SUPPLEMENTAL AGREEMENT NO. 1
Contract Name: Road Ranger Safety Service Patrol
Contract No.:001437
Amount of Changes to this document: \$950,000.00
This Supplemental Agreement No. 1 entered into as of the day and year first written above.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY By:
Date: Director of Procurement
AUTOBASE, INC. By: Authorized Signature
Print Name: Donna LaBella
Title: President
Attest: Reviewed and Approved Notary REVIEWED AND APPROVED BY CFX LEGAL
Date: 12/14/2018 Joseph 2 Passintone

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

5 E

'18 DEC 17 AM10:30

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AUTOBASE, INC.

ROAD RANGER SAFETY PATROL SERVICE

CONTRACT NO. 001437

CONTRACT DATE: NOVEMBER 8, 2018 CONTRACT AMOUNT: \$6,295,550.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

ROAD RANGER SAFETY SERVICE PATROL CONTRACT NO. 001437

NOVEMBER 2018

TABLE OF CONTENTS

Section	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-19
SS	SCOPE OF SERVICES	A-1 to A-25
MC	METHOD OF COMPENSATION	B-1 to B-3
PCD	POTENTIAL CONFLICT DISCLOSURE FORM	C-1 to C-8

Attachment - Performance and Payment Bond

CONTRACT Contract No. <u>001437</u>

This Contract is made this 8th day of November 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and AUTOBASE, INC., a New York corporation, registered and authorized to do business in the State of Florida, whose principal address is 326 Bayview Avenue, Amityville, NY 11701 hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 05, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Initial Contract Term is \$6,295,550.00.
- 3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the

event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. 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.
- 3. 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 CONTRACTOR does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the

public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, 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.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the

Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND BONDING

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company.

No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

- 8.1 **Commercial General Liability:** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 8.2 **Business Automobile Liability:** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 8.3 **Workers' Compensation Insurance:** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 8.4 Unemployment Insurance: Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;
- 8.5 **Professional Liability:** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.
- 8.6 Information Security/Cyber Liability Insurance: If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service,

introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit A minimum limit of 50% of the policy aggregate
- Technology Products E&O \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/completion of the Agreement.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

- 8.7 **Commercial Crime Insurance:** If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.
- 8.8 **Fiduciary Liability Insurance:** If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the

certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 **Performance and Payment Bond:**

- 8.9.1 <u>General Requirements of the Bond</u>: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.
- 8.9.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the CFX's initial approval of the company, then the CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the CFX.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually

responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

- 10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

- 10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

15. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director

of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

17. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for

a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

22. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

23. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
 - 25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 26.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 26.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

27. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

29. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:

CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR:

AutoBase, Inc.

326 Bayview Avenue Amityville, NY 11701 ATTN: Donna LaBella

President

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 8, 2018.

ACCEPTED AND AGREED	TO BY:	
AUTOBASE, INC. By: Down Subel	la	
President'	Title	
		(0.1)
	ATTEST:	(Seal)
	DATE: 11/09/2012	<u>P</u>
32. CENTRAL FLORIDA	EXPRESSWAY AUTHORITY	7
By: Director of Procure	wout .	
The Date of Contra	Williams	
Date: 12 12 11	3	
	Approved as to form and exe CFX only.	cution for the use and reliance by
	General Counsel for CFX	tore

EXHIBIT A

ROAD RANGER SAFETY SERVICE PATROL SCOPE OF SERVICES

1.0 Description

The Contractor shall provide a Road Ranger Safety Service Patrol to motorists stranded with disabled or damaged vehicles on the CFX operated portions of SR 408 (East-West Expressway), SR 417 (Central Florida GreeneWay) SR 528 (Beachline Expressway), SR 429 (Daniel Webster Western Beltway), SR 414 (John Land Apopka Expressway) SR 451, and SR 453 in Orange, and Lake Counties. This represents approximately 118 centerline miles of limited access tolled expressways Five (5) Patrol Sectors have been established. The sectors, as shown in Figure 1, are as follows:

Sector 1	One vehicle shall patrol SR 417 from Aloma Avenue to International Drive	
Sector 2	One vehicle shall patrol SR 528 from Boggy Creek Road to SR 520.	
Sector 3	One vehicle shall patrol SR 408 from Florida's Turnpike to Goldenrod Road. A second vehicle shall patrol SR 408 from Kirkman Road to SR 50.	
Sector 4	One vehicle shall patrol SR 429 from Seidel Road to County Road 437A	
Sector 5	One vehicle shall patrol SR 429 from County Road 535 to Mount Plymouth Road. This vehicle shall also patrol SR 414 from US 441 to SR 451 and shall patrol SR 451 from SR 414 to US 441, and SR 453 from SR429 to SR46 (Lake County).	

The Contractor shall also retain a minimum of one (1) fully equipped spare vehicles identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a minimum of Seven (7) patrol vehicles.

2.0 Contractor Responsibilities

2.1 The Contractor shall provide Safety Service Patrol Vehicles (a.k.a. "Road Rangers") with qualified operators and a variety of motorist services and related activities during patrol of the sectors. If a motorist does not request a specific towing service or repair facility, the Safety Service Patrol Vehicle Operator shall contact the Florida Highway Patrol (FHP) and request that towing service be provided through the FHP towing service rotation system. In no event shall the Safety Service Patrol Vehicle Operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the Safety Service Patrol Vehicle Operator shall provide a cellular telephone for use by the motorist. See Road Ranger Patrol Sector Map (Figure 2) next page.

2.2 General Requirements

2.2.1 Safety Service Patrol

The Contractor shall operate Safety Service Patrol Vehicles in the designated Patrol Sectors. These sectors may vary based on need. Safety Service Patrol Vehicles shall enter and exit the Patrol Sector at the nearest interchange or toll plaza. The Safety Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops. CFX will issue one (1) non-revenue E-PASS transponder for each sector vehicle. The transponder shall remain with the Safety Service Patrol Vehicle unless transfer to another vehicle is permitted by CFX. Transponders provided by CFX shall be used for business purposes only.

Off-duty Safety Service Patrol Vehicles shall be parked at a mainline toll plaza within the vehicle's designated sector. Toll costs to transport Safety Service Patrol Vehicle Operators to and from the mainline plazas in private vehicles shall be paid by the Contractor.

Safety Service Patrol Vehicles shall provide the required services in each Patrol Sector between the hours of 6:00 a.m. to 8:00 p.m., 7 days per week, 52 weeks per year. These periods may be changed, in writing, by CFX based on need. Such changes will not be accepted by CFX as the basis of any claim by the Contractor for an adjustment in the Contract unit price.

At any time during the term of the Contract, and any renewals, CFX reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. CFX's Director of Maintenance or designated representative will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under the Contract.

- 2.2.2 Safety Service Patrol Vehicles shall not leave their designated patrol sectors except:
 - A. For mechanical failure of the Safety Service Patrol Vehicle. In this instance a backup vehicle shall be put into service.
 - B. To replenish fuel at the nearest facility not to exceed 2 miles from their designated patrol sector.
 - C. In response to an order from law enforcement officer or fire department official or at the direction of the Director of Maintenance.

D. To assist other patrol sector vehicles in a motorist assistance call.

2.2.3 Safety Service Patrol Activities Near End of Patrol Shift

When a Safety Service Patrol Vehicle Operator receives a request for service or assistance near the end of the operator's shift from CFX, RTMC (Regional Traffic Management Center), a customer call, or a law enforcement officer, the operator shall respond. The required services shall be made prior to making a shift change.

2.2.4 Maintenance of Safety Service Patrol Vehicles

The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Florida Statutes.

2.2.5 Inspection of Safety Service Patrol Vehicles by CFX

All Safety Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the CFX. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by CFX, shall be removed from service and replaced at no cost to CFX. The Contractor shall immediately replace vehicle(s) removed from service.

2.2.6 Provision for Penalty or Cancellation Due to Non-Performance

If at any time a Safety Service Patrol Vehicle or Safety Service Patrol Vehicle Operator is unavailable for routine sector patrol, the Contractor shall be assessed a penalty of \$100.00 per hour for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the Contractor.

The following list of infractions will be considered as non-compliance by the Contractor and an immediate reduction in payment will be made as listed below:

- 1. Truck not properly equipped \$100.00 per occurrence/per shift.
- 2. No cellular telephone or inoperative telephone \$100.00 per occurrence/per shift.
- 3. Sleeping or sitting idle on duty \$1000.00 per occurrence.
- 4. Inoperative or partially functional AVL system \$1000.00 per day.
- 5. Inoperative or partially functional Dynamic Message Sign (e.g., failed pixel board, inoperative handheld unit or controller, inoperative power tilt, CFX standard message library missing from controller) \$100.00 per day per vehicle.
- 6. Failure to use a Dynamic Message Sign for maintenance of traffic \$50.00 per occurrence.
- 7. Incomplete Motorist Aid Service Logs \$50.00 per occurrence.

- 8. Improper uniforms \$50.00 per occurrence/per shift.
- 9. Crossing of medians will not be tolerated-\$100.00 per operator's first occurrence. A repeat violation by an operator will result in removal of the operator from providing any services as part of this contract.
- 10. Vehicle not fully equipped as specified herein-\$100.00 per day per vehicle.
- 11. AVL and Event Manager shall be integrated into SunGuide and shall be utilized during all assists (see below). In cases when the AVL and Event Manager are disconnected from SunGuide for more than 1 hour- \$1000.00 per occurrence.

The reduction in payment as described will continue to be applied until the Contractor is in compliance with the terms and conditions of the Contract. It shall be the Contractor's responsibility to notify the Director of Maintenance when in compliance. Application of this non-compliance reduction in payment will not waive CFX's right to terminate the Contract in the interest of CFX.

2.3 Safety Service Patrol, Vehicle Equipment, Accessories, Parts and Communications Equipment Requirements

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Contract unless otherwise specifically identified in this Scope of Services.

2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy duty 2 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (2) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the Contractor may request the vehicles continue to be used at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current

Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Contract and any renewals. Any deficiencies noted during these inspections shall be corrected immediately prior to service patrols. The Contractor shall fully document all inspections and provide copies to CFX on a monthly basis using forms approved by CFX.

The Contractor shall equip each Safety Service Patrol Vehicle with the following items:

- A. Towing straps rated at 3,000 pounds minimum.
- B. Rubber face push bumper.
- C. Spot light.
- D. Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- E. Two (2) heavy duty, 850 CCA (Cold Cranking AMP) (Minimum) (Dual Battery Switch) Batteries located under the hood.
- F. Suitable cab lighting.
- G. Rear work lights.
- H. A roof mounted Halogen light bar using white and amber colors. Whelen Model #9004SL or CFX approved equivalent.

Dynamic Message Signs (DMS):

Each Safety Service Patrol Vehicle shall also be equipped with a fully programmable, full matrix, dynamic message sign (LED technology) that shall be operated within the cab of the patrol vehicle in slow moving (under 15 mph) or stationary conditions. The Contractor shall use the DMS to provide advisories and assist with maintenance of traffic as a means of improving safety on the expressway system.

CFX will furnish seven (7) dynamic messages signs. The Contractor shall be responsible for all maintenance costs incurred for all vehicle mounted DMS signs. Furthermore, the Contractor shall be responsible for having sufficient working vehicle mounted DMS boards and applicable replacement spare parts available

during all service hours. Monthly inspections shall be conducted by CFX or its designee to verify all vehicle mounted DMS boards are working properly and all replacement spare parts inventory is in stock.

The Contractor shall be responsible for the installation of all vehicle mounted DMS. The unit shall be mounted above the cab and roof mounted Halogen light bar and shall pivot into place from the horizontal to vertical position as needed. The Contractor shall also be responsible for the transfer of all vehicle mounted DMS to new vehicles, if applicable, during the term of the Contract and any renewals. At the closeout of the Contract, the Contractor shall: 1) demonstrate to CFX that all CFX-furnished vehicle mounted DMS are in complete working order; 2) remove the DMS from the patrol vehicles; and 3) deliver the DMS to an CFX-designated location in Orange County, Florida.

The Contractor shall be responsible for all maintenance costs for the vehicle mounted DMS and related components throughout the term of the Contract and any renewals. This includes both manufacturer recommended preventative maintenance as well as repairs. The Contractor shall inspect each sign monthly and provide an inspection report with each monthly invoice. This inspection is in addition to inspections conducted by CFX. The Contractor shall maintain an inventory of spare parts in order to minimize repair times. At the closeout of the Contract, the Contractor shall turn over any CFX- furnished vehicle mounted DMS spare parts to CFX.

At a minimum, the Contractor shall provide and maintain the following spare parts:

Part Description	Qty
Full Matrix LED Module	3
Control Board (CPU)	1
Handheld Keypad Controller	1

The Contractor shall use only spare parts and repair procedures recommended and approved by the DMS manufacturer. Should the Contractor use non-approved parts or installation techniques that causes additional failures or damage to the equipment, the Contractor shall be responsible for all additional repair costs. Where significant damage may have resulted from the acts of the Contractor, the Contractor shall be responsible for the replacement cost of the dynamic message sign.

The Contractor shall coordinate with the CFX on the development of a standard message library to be programmed into the DMS controller. Additional messages may be added to the message library if approved in advance by an CFX

representative. The Contractor shall have a laptop with compatible Base Station DMS software available whenever maintenance activities or updates to the message library are performed. The Contractor shall also maintain a backup of the latest DMS message library sign configuration file at all times.

The Contractor shall be responsible for arranging for DMS training for all Safety Service Patrol Vehicle Operators at the beginning of the Contract term and whenever a new Safety Service Patrol Vehicle Operator is assigned. DMS training shall be provided by a certified DMS representative.

Automatic Vehicle Location (AVL) System:

The Contractor shall provide hardware, software, support, training, installation of equipment, and services that will be the basis of an Automatic Vehicle Location (AVL) system. The Contractor shall ensure there is an operational AVL monitoring system installed in each Safety Service Patrol Vehicle and shall be responsible for protecting all system components. Throughout the term of the Contract and any renewals, the Contractor shall be responsible for all costs associated with the maintenance of the AVL system including any equipment in use by CFX, Florida's Turnpike Enterprise, and the Florida Department of Transportation District Five for communication with the AVL system. The Contactor shall be responsible for all fees associated with the operation of this system.

The AVL system shall use Global Positioning System (GPS) technology to provide real-time location information for Safety Service Patrol Vehicles. The AVL system shall provide automatic tracking of Safety Service Patrol Vehicles that is accessible via a user friendly client interface using a standard web browser with an internet connection. The client interface shall provide a vehicle polling and tracking capability that will enable CFX to vary the polling cycle (maximum of once per minute) to ensure the accurate real time tracking of vehicles. The client interface shall be provided at the following locations:

- CFX Headquarters located at 4974 ORL Tower Rd, Orlando, FL 32807
- Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) located at 133 South Semoran Boulevard, Orlando, FL.
- Contractor's facility

The Contractor shall install all necessary equipment on each Safety Service Patrol Vehicle to facilitate AVL including, but not limited to, a GPS receiver and a digital modem. The Contractor shall use a cellular data service provider communications services between the vehicles and the gateway server. The AVL system shall include, but not be limited to, the following:

1. GPS Receiver:

Provide and install a Global Positioning Satellite (GPS) receiver on each vehicle that provides latitude, longitude, speed and heading for the AVL function and is appropriate for integration into an AVL application. The receiver shall accurately locate the vehicle within 30 feet. The receiver shall include a permanently mounted external vehicle antenna. The receiver shall be powered from 12 Volts DC from the vehicle.

2. Data Modem:

Provide and install a data modem transceiver on each vehicle. The modem transceiver sends and receives data from the GPS receiver and communicates with the wireless communications network. The modem transceiver shall communicate with the wireless communications network in both transmit and receive modes with the vehicle in motion and at rest. The modem transceiver shall maintain a network connection with all vehicle electrical devices in operation. The modem transceiver shall include a permanently mounted external vehicle antenna. The modem transceiver shall be powered from 12 Volts DC from the vehicle.

3. Wireless Cellular Data Network:

Provide access and air-time on a wireless cellular data network for all mobile data communications. The wireless network shall be suitable for AVL, providing connectivity from data modems installed in the vehicle and the gateway server.

4. Gateway Server:

Provide access to a gateway server. The gateway server shall receive vehicle position and status data over a wireless cellular data network. The gateway server shall archive and serve the data in real-time to clients via the Internet using standard TCP/IP protocols. The gateway server shall provide the AVL data source for the mobile position and fleet tracking client software.

5. Mobile Position and Fleet Tracking Client Software:

Provide access to a web-based AVL mobile position and fleet tracking client software capable of displaying real-time vehicle position and status data on a digital map via an internet browser. The mobile position and fleet tracking client software shall be accessible via an internet connection with a Uniform Resource Locator (URL) to a password protected website. The mobile position and fleet tracking client software shall provide, at a minimum, the following capabilities:

- a. Track vehicles on a digital map
- b. View a vehicle's position, speed, heading, and status

- c. Locate addresses
- d. Place map pins at user-defined locations
- e. Change map pin title and symbol
- f. Zoom/Pan on map
- g. Locate vehicles by unique Service Patrol Vehicle Identifiers

6. SunGuide Software Interface:

The Florida Department of Transportation District Five Regional Traffic Management Center is currently using the SunGuide traffic management software and is planning to do so over the term of the Contract. The FDOT RTMC operations staff or their designated contractor will monitor Safety Service Patrol Vehicle activity via SunGuide Software. The AVL and data input system known as the AVL Data Acquisition Component shall used by the Safety Service Patrol staff to record and receive event and Road Rangers dispatch information. This information shall be CFX-approved and integrated into the Florida Department of Transportation's SunGuide software at the expense of the Contractor. Specific interface requirements are as follows:

- a. The AVL Data Acquisition Component shall acquire vehicle information containing position coordinates in XML format and provide it to SunGuide via the existing SunGuide AVL interface version V5.1.1 or later.
- b. The AVL Data Acquisition Component shall be able to acquire a data file in XML format via the existing SunGuide AVL interface.
- c. If multiple files are provided to SunGuide containing more than one position for a vehicle, the AVL data acquisition component shall order the position reports by vehicle chronologically so the most currently reported position is last in the list.

The AVL Data Acquisition Component shall also have an interface with the Florida Department of Transportation's SunGuide Event Manager Subsystem. The AVL Data Acquisition Component shall have two way communications between the Road Ranger Vehicle and the RTMC. The system shall allow the RTMC operators to dispatch the Road Rangers via SunGuide. The AVL Data Acquisition Component shall allow the Safety Service Patrol Staff to open, update, and close the events electronically and automatically from the vehicle.

Within 5 calendar days of the Notice to Proceed, the Contractor shall demonstrate connectivity between the AVL data acquisition component and FDOT

District 5. This demonstration is also required of CFX's SunGuide System as directed by the CFX. The Contractor shall demonstrate a fully functional AVL system where Safety Service Patrol vehicles are actively displayed on CFX's, FDOT District 5 SunGuide Map.

The Contractor shall also demonstrate two-way communications to the FDOT RTMC within the SunGuide Event Manager subsystem. The RTMC Operator shall be able to use SunGuide to demonstrate the AVL data acquisition component receiving dispatch from the RTMC, opening an event, updating the event, receiving updates from the RTMC, closing the event and ensuring the event has been logged for monthly invoicing. The AVL data acquisition component interface shall have all data elements as required by the existing SunGuide AVL interface such as location IDs, events, and activities as directed by CFX.

The Contractor shall ensure all events in CFX's right of way are successfully submitted to the SunGuide software. Any events occurring on FTE right of way shall be called into the FTE TMC. The Contractor shall report all events, regardless of their location, and shall include all events in the monthly and quarterly logs that are delivered to CFX and described within this Scope of Services.

2.3.2 Equipment/Accessories/Parts Requirements

Each Safety Service Patrol Vehicle shall have a tool box containing:

1. Screwdrivers:

Standard 1/8, 3/16, 1/4, 5/16 (1 each) Phillips head #1 and #2 (1 each) Star Driver (1 set).

- 2. Needle nose pliers (1 pair).
- 3. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair).
- 4. Crescent wrenches:

8 inch (l each) 12 inch (l each).

- 5. 5 pound hammer (1 each).
- 6. Rubber mallet (1 each).
- 7. Electrical tape (20 yards).

- 8. Duct tape (20 yards).
- 9. Tire pressure gauge (1 each).
- 10. Mechanic's wire (25 ft. roll).
- 11. Bolt cutters (1 pair).
- 12. Wire cutting pliers (1 pair).
- 13. Complete set of open end and box wrenches (both metric and standard).
- 14. Diesel fuel (minimum 10 gallons) In approved can or tanks.
- 15. Unleaded gasoline (minimum 10 gallons) In approved can or tanks.
- 16. 3 quarts of SAE 10W-30 motor oil.
- 17. First Responder First Aid Kit, fully and continuously stocked (1 each).
- 18. Fire extinguisher, 10 pound Dry Chemical ABC (2 each)- Meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
- 19. Pry bar, minimum 36 inches in length (1 each).
- 20. Radiator water (10 gallons).
- 21. 4 inch x 6 inch x 12 inch wood blocks (2 each).
- 22. 24-inch-wide street broom (1 each).
- 23. Shovels

Square-end (l each).
Round-end (l each).

- 24. Highway wet flares, 30-minute burn (36 each).
- 25. Cones, 36" inch reflectorized per FDOT Design Standard Index 600, sheet number 12 of 13. (15 each).
- 26. Hydraulic floor jack, 2-ton (1 each).
- 27. Lug wrenches (metric and standard) to fit all vehicles (1 set each)

- 28. Air operated impact wrench with sockets to fit all vehicles (metric and standard) (1 set each).
- 29. Air compressor, 200 psi capacity, rechargeable portable air tank, hose and fittings capable of inflating tires of vehicles and operating impact wrench for tire removal and replacement (1 each).
- 30. Large flashlight and spare batteries (1 set).
- 31. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (l set).
- 32. Funnel, multi-purpose, flexible spout (1 each).
- 33. Trash can, 5 gallon (l each).
- 34. 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry" (2 each).
- 35. Individual 8 ounce water bottles of purified drinking water. (minimum of 15 each at all times).
- 36. A copy of the current telephone company white and yellow pages.
- 37. Business cards identifying the service and contact number for comments and questions. (500 each)
- 38. Copy of Florida Statutes Chapter 316
- 39. Cards printed with Florida Statutes Chapter 316.061 to provide to customers (100 each)
- 40. Disposable 35 mm camera, minimum 12 exposures (2 each).
- 41. Engine Coolant, 1 gallon (1 each)

2.3.3 Communications Equipment Requirements

A. Each Safety Service Patrol Vehicle shall be equipped with a cellular mobile telephone on CFX's fleet service and approved by the CFX. The phones shall be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of the Contract and any renewals. The Contractor shall obtain and maintain all necessary licenses.

B. Public Address System

Each Safety Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

2.4 Safety Service Patrol Vehicle Operator's Duties and Responsibilities

2.4.1 Patrol Duties

The Safety Service Patrol Vehicle Operator shall continuously patrol the designated sector seeking disabled/damaged vehicles, stranded motorists, debris in the roadway, spilled loads, accidents, obstructions to traffic and other potential hazards, etc.

2.4.2 Clearing, Clean-up and Communication

- A. The Safety Service Patrol Vehicle Operator shall: clear lanes of all disabled/damaged vehicles in accordance with this Scope of Services; remove debris, spilled loads, etc., encountered in the sector; remove small non-hazardous debris from the roadway and paved shoulder area and place the debris in areas designated by the Director of Maintenance.
- B. The Safety Service Patrol Vehicle Operator shall call the following parties where appropriate:
 - (1) FHP and the CFX for accidents, emergencies, law enforcement situations, or for rotation towing of vehicles.
 - (2) Local fire departments for verified fires. Also notify FHP and the CFX.
 - (3) The CFX and FHP for large spilled loads or large debris, or in other situations as appropriate.
 - (4) The FDOT Regional Traffic Management Center (RTMC) or Florida's Turnpike Enterprise Turkey Lake Traffic Management Center (where appropriate) to offer assistance with traffic control at incident locations in their patrol sector.

C. Assistance to Motorists

Unless responding to an emergency dispatch causing lane closure, the Safety Service Patrol Vehicle Operator shall not pass up any stranded motorist on any CFX sector. If the operator must pass a disabled motorist

because he is responding to an emergency dispatch causing lane closure, he shall notify the RTMC of the location of the stranded motorist for an operator from another sector to attend to.

The Safety Service Patrol Vehicle Operator shall provide prompt, courteous and skillful assistance to motorists as follows:

- (1) Place a red tag or sorry card for abandoned vehicles.
- (2) Offer assistance to motorist to move the disabled vehicle from traffic lanes in accordance with Florida Statute Chapter 316.
- (3) Clear debris from roadway.
- (4) Give pulled over motorist directions.
- (5) Maintenance of traffic when needed by FHP or to protect a disabled vehicle.
- (6) Provide fuel to motorist enabling them to reach the closest fueling location.
- (7) Change flat fires.
- (8) Provide jump starts.
- (9) Provide oil.
- (10) Transport motorist to a safe area.
- (11) Provide drinking water, etc., when necessary.
- (12) Provide water and engine coolant.
- (13) Assist motorist with mechanical failures and perform minor repairs where feasible if the repair can be made quickly (maximum 15 minutes).
- (14) Relocate vehicle if directed by FHP or CFX.
- (15) Provide the motorist a telephone if necessary.
- (16) Provide assistance for lock outs.
- (17) Provide absorbent for spills.
- (18) Extinguish fires without compromising operator's safety, otherwise wait for Fire Rescue.
- (19) Call wrecker for the motorist.
- (20) The Safety Service Patrol Vehicle Operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The Safety Service Patrol Vehicle Operator shall remain with a motorist in dangerous environments until help arrives or they can be relocated to a safe area. The Safety Service Patrol Vehicle Operator shall also remain with a motorist who expresses concern over their safety if the Safety Service Patrol Vehicle leaves.

The Safety Service Patrol Vehicle Operator shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of operator and/or termination of the Contract.

D. Advice to Motorists

Prior to providing services, the Safety Service Patrol Vehicle Operator shall advise the motorist of the following:

- (1) Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge as a courtesy by CFX.
- (2) The Safety Service Patrol Vehicle Operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.
- (3) Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls (inclusive of "411") of three (3) minutes duration each within Orange, Seminole, Lake and Osceola Counties, using the Safety Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.
- (4) All costs for further service, towing or transportation must be paid by the motorist.

E. Disabled Vehicles

The Safety Service Patrol Vehicle Operator shall offer assistance to motorists to move disabled vehicles from the traffic lane. If the motorist refuses to move the vehicle, the operator shall provide the motorist with a copy of Florida Statutes Chapter 316.061 printed on a card informing them that they may be cited for a non-moving violation, punishable as provided in Chapter 318. If the motorist continues to refuse to move the vehicle, the operator shall contact the FHP for assistance and remain on the scene until FHP personnel arrive. The Safety Service Patrol Vehicle Operator shall not attempt to move the disabled vehicle until directed to do so by the FHP.

If the motorist requests assistance to move the vehicle, the operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes.

Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the vehicle is not then able to continue under its own power, the Safety Service Patrol Vehicle Operator shall contact the FHP for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

All disabled vehicles that are relocated shall be parked on the shoulder area with the wheels turned away from the roadway and the parking brake set if possible.

F. Abandoned Vehicles

When an abandoned vehicle is observed, the Service Patrol Vehicle Operator shall contact the FHP to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic. The Safety Service Patrol Vehicle Operator shall tag the vehicle with a comment/sorry card depicting the time/date the vehicle was discovered.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Safety Service Patrol Vehicle Operator shall request the FHP for assistance to move the abandoned vehicle to the roadway shoulder.

G. Accidents

The Safety Service Patrol Vehicle Operator shall call for law enforcement, fire and ambulance assistance as necessary at accident scenes and remain at such scenes until the appropriate assistance arrives. The Safety Service Patrol Vehicle Operator shall follow all directions of law enforcement personnel.

The Safety Service Patrol Vehicle Operator shall protect accident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, dynamic message board, and assisting in traffic control.

H. Assistance to Law Enforcement Personnel

The Safety Service Patrol Vehicle Operator shall render assistance to law enforcement personnel when requested. Safety Service Patrol Vehicle Operators shall follow the instructions of law enforcement personnel.

I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall, follow the procedure in

subarticle 2.4.2., paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a mororist or passengers to a private residence.

J. The Safety Service Patrol Vehicle Operator shall notify CFX when dead animals need to be removed from the roadway or paved shoulder.

K. Notice/Questionnaire/Response Form

CFX will provide a postage paid, Notice/Questionnaire/ Response Form for the Safety Service Patrol Vehicle Operator to provide to every individual receiving assistance from the Contractor.

L. Adhere to "BLEEP" (Beachline Emergency Operations Plan) operational Procedures in coordination with FDOT & FHP

2.5 Safety Service Patrol Vehicle Operator Requirements

Safety Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be at least 18 years of age, have a safe driving record as defined in Florida Statute 322.121 (2-7) and no criminal record. A criminal history record check conducted by the State's Department of Law Enforcement and the Federal Bureau of Investigation shall be provided by the Contractor to CFX for each employee (operator) when hired. Re-checks shall be conducted every six months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide CFX with employee (operator) driver's license checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations and every six (6) months thereafter.

Safety Service Patrol Vehicle Operators shall be competent in the tasks of operating the safety service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide work/employment history of the proposed operators for review and acceptance by CFX prior to assigning operators to Safety Service Patrol Vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs. The CFX reserves the right to reject vehicle operators prior to being assigned duties. CFX also reserves the right to require dismissal of any employee who is not suitable or is not able to perform the required duties.

The Safety Service Patrol Vehicle Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon CFX. Safety Service Patrol Vehicle Operators shall:

- 1. Wear a uniform style shirt with collar and dark trousers or Bermuda shorts (no jeans) while on duty. Uniform shirts shall include CFX logo on one sleeve and Florida's Turnpike Enterprise logo on the other sleeve. Undershirts, if worn, shall not have printing or pictures that show through the outer shirt. If a hat or jacket is worn, it must match the uniform and be without adornment, lettering or patches unless specifically approved by CFX. The uniforms shall be clean at the start of each shift.
- 2. Be well-groomed and courteous at all times.
- 3. Wear clearly visible name plates reflecting operator's first and last name. No emblems, patches, Contractor names, or Contractor logos will be permitted.
- 4. Inspect assigned Service Patrol Vehicles at the beginning of each shift and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Scope of Services.
- 5. Keep cellular telephone 'on' and the volume 'up'.
- 6. Remain on the assigned Patrol Sector and depart from the Patrol Sector only as described in this Scope of Services.
- 7. Exercise caution and safety at all times and obey all traffic laws.
- 8. Stop on the roadway within the sector only to provide service as outlined herein.
- 9. Use extreme caution in moving all disabled vehicles.
- 10. Accept no payment for any type of service rendered.
- 11. Contact CFX and FHP when appropriate.
- 12. Carry no firearms or other weapons either on their persons or in the Service Patrol Vehicle.
- 13. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
- 14. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.
- 2.6 Safety Service Patrol Vehicle Operator Training and Certification Requirements

All Safety Service Patrol Vehicle Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Contract award. New operators hired after Contract award shall also be required to obtain the following training

and certifications within (60) days of hire. The cost for training and licensing operators is the responsibility of the Contractor. If the Contractor chooses to do its own training, the trainer(s) shall be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all Safety Service Patrol Operator Certifications remain valid for the term of the Contract and any renewals. Under no circumstances shall a Safety Service Patrol Operator be allowed to operate under the Contract if his/her various mandatory certifications/training have expired.

The Contractor shall document that operators have completed these training requirements. The Contractor shall maintain a current listing, by Safety Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor's name. The list shall be provided to CFX each quarter of the calendar year, beginning with the effective date of the Contract.

- 1. Certification and Training in CPR.
- 2. Certification and Training in Basic First Aid.
- 3. Basic Maintenance of Traffic (MOT) Training.
 - a. Safety Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show the employee a training video in conjunction with hands-on training to ensure that the new employee understands the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.
 - b. Safety Service Patrol Operators shall attend a refresher MOT course annually.
- 4. DMS Operational Training (operators) and DMS manufacturer maintenance training (Contractor maintenance personnel).

2.7 Safety Service Patrol Vehicle Logs

Each Safety Service Patrol Vehicle Operator shall maintain a "Safety Service Patrol Log" that shall be completed daily and made available to CFX upon request. The Contractor

shall provide a laptop personal computer or tablet located in the cab of each safety service patrol vehicle with a driver-friendly application in order to collect the log data electronically as well as be entered in SunGuide. All service patrol log data shall be provided monthly in an electronic database format (Microsoft Access .mdb file extensions or CFX-approved equivalent). The database structure shall be subject to CFX approval. Hand-written logs shall only be used as a backup in the event the laptop or tablet is not functioning. The Contractor shall convert any hand-written log data into a standard electronic format approved by CFX.

The Safety Service Patrol Log shall include:

- 1. The date of the log entry.
- 2. The following times (using military time):
 - a. The time when the Safety Service Patrol Vehicle Operator was advised of a given incident.
 - b. The time of arrival of the Safety Service Patrol Vehicle at a given incident.
 - c. The time of departure of the Safety Service Patrol Vehicle from the scene of a given incident.
- The nature each incident including (Activity list is subject to change throughout the contract):

Abandoned	Made Own Arrangements
Debris	Place Sorry Card
Directions	Call Wrecker
MOT	Vehicle Overheating
Gone on Arrival	Drinking Water
Gas	Coolant
No Assistance	Engine/Mechanical
Tire Service	Relocate Vehicle
Jump Start	Void
Oil	Phone
Other	Translate
Transport	Lock Out
Assist FHP	Absorbent
Minor Repair	Medical Assistance
Diesel	Drinking Water
Extinguish Fire	Coolant

4. Whether the incident/assist was detected by normal patrol activity or in response to a dispatcher's call

- 5. The incident/assist location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, the direction of travel of the lanes, the patrol sector number. The latitude/longitude of the stop shall also be documented electronically and associated with the log entry.
- 6. When available, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The disabled vehicle driver's name.
 - d. The type of assistance provided by the Service Patrol Vehicle Operator.
 - e. Any damage evident before, and after, pulling or pushing the vehicle.
 - f. If additional assistance was required.
 - g. If FHP is on Scene, do not record information.
- 7. Weather conditions.
- 8. The Safety Service Patrol Vehicle Operator's name.
- 9. Safety Service Patrol Vehicle number.
- 10. Safety Service Patrol Vehicle odometer reading at beginning and ending of each shift.
- 11. Other pertinent information or comments.
- 12. Milestones of incidents if not updated in SunGuide by the RTMC.

CFX reserves the right to change the data required or the method of collection and reporting at any time.

2.8 Safety Service Patrol Vehicle Activity Reports

The Contractor shall prepare and submit to CFX monthly and quarterly activity reports summarizing the daily logs. The statistics contained within these reports will be used by CFX to measure the utilization, effectiveness, and performance of the program. Specifically, reports shall be prepared to allow CFX to evaluate stops and assists by sector, expressway, assist category, shifts, driver, etc.

The Contractor shall formulate CFX-approved reports using SunGuide and commercially available software. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. CFX may request up to 15 unique reports to be included in each monthly or quarterly activity report submission. The Contractor shall coordinate with CFX on the content and format of the reports. The report templates shall be submitted to CFX for review and approval prior to use. Report submissions shall clearly delineate stops and assists made on CFX operated portions of the patrol sectors.

2.8.1 Monthly Activity Reports

Activity reports shall be submitted monthly summarizing the previous month's stops and assists. Monthly activity reports shall be provided with monthly invoices. Submittals shall be made within 10 calendar days after the end of the month.

2.8.2 Quarterly Activity Reports

The Contractor shall submit Quarterly Activity Reports that summarize stops and assists since the beginning of the Contract. Submittals shall be made within 10 calendar days after the end of the calendar quarter.

3.0 <u>Compensation</u>

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #8

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of United Sweeping, LLC and Bennett Management of Florida, LLC as

Subconsultants to VGS Infrastructure Services, Inc. (formerly Louis Berger Hawthorne Services) for Roadway and Maintenance Services – SR 429, SR 414,

SR 451 and SR 453 Contract No. 001821

Board approval of United Sweeping, LLC and Bennett Management of Florida, LLC as subconsultants to VGS Infrastructure Services, Inc. to provide mechanical sweeping of mainline roadways and ramps, tree trimming, and structure and drain maintenance services is requested.. The cost is expected to exceed the \$75,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

Don Budnovich, PE

Manager of Maintenance

Glann Pressimone PE

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: VGS Infrastructure Services, Inc. Date: Augu	ıst 16, 2024					
CFX Contract Name: Roadway and Bridge Maintenance Services SR429, SR414, SR451 and SR453 CFX Contract No.	:001821					
Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:						
Subconsultant Name: Bennett Management of Florida, LLC						
Address: 684 Western Avenue, Pierson, Florida 32180						
Phone No.: (386)453-7849						
Federal Employee ID No.: 85-4320639						
Registered with Sunbiz: YesNo Minority Vendor:	Yes No					
Description of Services to Be Sublet: Repair and restoration of front slopes, should	der and roadside					
ditches and canals. Tree trimming. Structure and drain maintenance.						
Estimated Beginning Date of Sublet Services: October 1, 2024 Estimated Completion Date of Sublet Services: April 30, 2027						
125 000 01						
Estimated Value of Sublet Services*: \$\frac{125,000.01}{(Equal or exceeds \$75,000 requires Board Approval)}						
Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the term Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet: Requested By: (Signature of Consultant Representative)	as and conditions in the					
Project Manager						
Title						
Recommended by:	Date:					
Approved by: Glenn Pressimone Glenn Pressimone (Aug 21, 2024 28 42 EDT) (Signature of Appropriate Chief)	Date: Aug 21, 2024					
Reviewed by: Director of Procurement	Date:					
Revised Sublet: Yes X No						

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: VGS Infrastructure Services, Inc. Date: August 14, 2024
CFX Contract Name: Roadway and Maintenance Services SR429, SR414, SR451 and SR453
Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:
Subconsultant Name: United Sweeping, LLC.
Address: 10151 University Blvd. Suite 182, Orlando, Florida 32817
Phone No.: (561)943-1309
Federal Employee ID No.: 99-3189423
Registered with Sunbiz: Yes No Minority Vendor: Yes No
Description of Services to Be Sublet: Roadway mechanical sweeping of mainline and ramps on CFX
roadways, SR429, SR414, SR451 and SR453
Estimated Beginning Date of Sublet Services: April 30, 2027 Estimated Value of Sublet Services*: \$585,928.01 *(Equal or exceeds \$75,000 requires Board Approval) Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet: Requested By: Nikki Canty (Signature of Consultant Representative) Project Manager Title
Recommended by: Date: Aug 16, 2024 (Signature of Appropriate CFX Director/Manager)
Approved by: Glenn Pressimone (Aug 21, 2024 23:04 EDT) (Signature of Appropriate Chief) Aug 21, 2024 Date:
Reviewed by: Director of Procurement Aug 25, 2024 Date:
Revised Sublet: Yes X No No

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

CONSENT AGENDA ITEM #9

MEMORANDUM

TO: **CFX Board Members**

FROM:

Aneth Williams Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with Jorgensen Contract Services for

Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and

Goldenrod Road Extension

Contract No. 002062

Board approval of Supplemental Agreement No.1 with Jorgensen Contract Services in the amount of \$2,745,000.00 is requested. The original contract was for five years with five oneyear renewals.

The work to be performed includes highway lighting maintenance services.

Original Contract \$34,128,600.00 Supplemental Agreement No. 1 \$ 2,745,000.00 \$36,873,600.00 Total

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

JORGENSEN CONTRACT SERVICES, LLC

regarding

CONTRACT NO.: 002062

relating to the provision of

ROADWAY AND BRIDGE MAINTENANCE SERVICES – SR 408, SR 417 AND SR 528

THIS FIRST SUPPLEMENTAL AGREEMENT ("First Supplement") is made and entered into by and between <u>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</u> ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and <u>JORGENSEN CONTRACT SERVICES</u>, <u>LLC</u>, a Florida corporation, hereinafter called the "CONTRACTOR". CFX and CONTRACTOR may be herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Roadway and Bridge Maintenance Services between CFX and the CONTRACTOR, dated February 8, 2024, (collectively, "Agreement"); and

WHERAS, Articles 1.4 of the Scope of Work Agreement provide that the CFX may elect to expand, reduce or delete the extent of each work element described in the Scope of Services as mutually agreed to by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

- 1. The Scope of Service is expanded to include Highway Lighting Maintenance Services in the amount of \$2,745,000.00 as per the CONTRACTOR's attached proposal dated August 16, 2023. This Supplemental Agreement provides for payment for 58 months of services at a rate of \$55,000 per month (\$3,245,000.) but deducts \$500,000 for the estimated reduction in Contract services that are not being performed within the SR 417 construction area from International Drive to SR 528.
- 2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Total Contract Amount is increased by \$2,745,000.00 to \$36,873,600.00.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By: Aneth Williams, Director of Procurement	
JORGENSEN CONTRACT SERVICES, LLC	
By: Print Name: Title:	
Approved as to form and legality by legal counsel to On this day of, 2024 for its Exclusive use and reliance.	CFX s
By:Angela J. Wallace, General Counsel	



August 16, 2024

Don Budnovich, P.E. Director of Maintenance Central Florida Expressway Authority Office: 407-690-5334

Contract Name: Roadway and Bridge Maintenance Services- 002062 Lighting Proposal Lump

Sum Performance based

Dear: Mr. Budnovich,

Roy Jorgensen Associates, Inc. is pleased to have the opportunity to provide highway lighting services under a monthly lump sum performance based contract with adherence to Performance Items applicable to highway lighting. Provided for below is the proposal for these services and monthly lump sum pricing.

Sincerely,
Sara Henningsgaard
Sara Henningsgaard, P.E.

Vice President

Roy Jorgensen Associates, INC.

Contract No. 002062



General Proposal Conditions:

The scope of work for the proposed lump sum performance-based proposal encompasses; materials, resources, labor, and equipment necessary to meet the CFX maintenance specifications as outlined in the "Highway Lighting Maintenance and Repairs Specifications." The proposed scope of work includes the existing highway lighting infrastructure inventory and nearly completed inventory of lighting infrastructure from the current construction projects on 417. Jorgensen will be provided access to potential claims for warranty covered lighting components from the recently completed and near completed construction projects where applicable.

Price Proposal:

The above services performed will be compensation on a monthly basis of a lump sum value of \$55,000.

An adjustment will be applied to Highway Lighting Maintenance lump sum that are included in this supplemental agreement. The adjustment will be made on each 12 month period following the date of this Supplemental Agreement. The adjustments will be based upon the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Customers (all items) CPI-U for the South Region (www.bls.gov/regions/southeast). The adjustment can go up or down based upon the CPI-U for the respective 12-month period. Each adjustment will be based on the CPI-U for the previous 12-month period. The adjustment will be calculated on the most recent CPI-U published at the anniversary date of this Supplemental Agreement and will apply to each payment for the following 12-month period.

CONTRACT



AND

JORGENSEN CONTRACT SERVICES, L.L.C.

ROADWAY AND BRIDGE MAINTENANCE SERVICES SR 408, SR 417 AND SR 528 AND GOLDENROD ROAD EXTENSION

CONTRACT NO. 002062

CONTRACT DATE: FEBRUARY 08, 2024 CONTRACT AMOUNT: \$34,128,600.00

CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, MEMORANDUM OF AGREEMENT, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, MEMORANDUM OF AGREEMENT, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

ROADWAY AND BRIDGE MAINTENANCE SERVICES SR 408, SR 417, AND SR 528 AND GOLDENROD ROAD EXTENSION

CONTRACT NO. 002062

FEBRUARY 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u> **Page CONTRACT** 1 to 26 Memorandum of Agreement 1 to 5 Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5 Scope of Services w/ Exhibit "A" A-1 TO A-28 CFX Incident Response Plan Maintenance Specifications CFX Maintenance Area Map (See Addendum No. 1) Method of Compensation Exhibit "B" B-1 to B-6 Technical Proposal Exhibit "C" Exhibit "D" Price Proposal D-1 to D-7 Exhibit "E" Potential Conflict Disclosure Form 1 to 7

CONTRACT 002062

Table of Contents

1.	SERVICES TO BE PROVIDED	2
2.	TERM AND NOTICE	2
3.	CONTRACT AMOUNT AND COMPENSATION FOR SERVICES	4
4.	AUDIT AND EXAMINATION OF RECORDS	5
5.	PUBLIC RECORDS	
6.	CONFLICT OF INTEREST AND STANDARDS OF CONDUCT	8
7.	DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES	8
8.	CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND	9
8.	1 Commercial General Liability:	. 10
8.	2 Business Automobile Liability:	. 10
8.	3 Workers' Compensation Insurance:	. 10
8.	4 Performance and Payment Bond:	. 11
9.	CONTRACTOR RESPONSIBILITY	. 12
10.	INDEMNITY	. 13
	PRESS RELEASES	
12.	OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	. 15
13.	PERMITS, LICENSES, ETC.	. 17
	NONDISCRIMINATION	
	NOTIFICATION OF CONVICTION OF CRIMES	
	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY	
	ASSIGNMENT AND REMOVAL OF KEY PERSONNEL	
18.	SUBLETTING AND ASSIGNMENT	. 18
	DISPUTES	
	OTHER SEVERABILITY	
	INTEGRATION	
22.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION	ON
	ATEMENT	
	GOVERNING LAW AND VENUE	
	RELATIONSHIPS	
	INTERPRETATION	
	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	
	SURVIVAL OF EXPIRATION OR TERMINATION	
	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	
	INSPECTOR GENERAL	
	E-VERIFY	
	APPROPRIATION OF FUNDS	
	NOTICE TO THE PARTIES	
33.	EXHIBITS	. 25

Contract No. 002062

This Contract No. 002062 ("Contract") is made this 8th day of February 2024, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Jorgensen Contract Services, L.L.C., a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 3735 Buckeystown Pike, Buckeystown, MD 21717, hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform roadway and bridge maintenance services on State Road ("SR") SR 408, SR 417, SR 528 and Goldenrod Extension under Contract No. 002062, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about October 16, 2023, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Price Proposal submitted by CONTRACTOR, and
- 1.7 The Technical Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term with five (5) one (1) year renewal terms (collectively or individually referred to herein as a "Renewal Term").

Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assign to another contractor the Services set forth in this Contract, with a full reservation of rights against CONTRACTOR and its surety for all damages, losses and costs incurred by CFX as a result of the default by CONTRACTOR.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default or convenience.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is \$334,128,600.00 as defined in the Price Proposal attached hereto as **Exhibit "D"** and Technical Proposal attached hereto as **Exhibit "C"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a

subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

- 2. 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.
- 3. 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 CONTRACTOR does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, 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.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Contract.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises

("WBEs") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-"(Excellent) and a Financial Size Category (FSC) of at least Category "X" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CONTRACTOR shall carry and keep in force the

following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of Two Million Dollars (\$2,000,000.00) per occurrence of bodily injury or property damage and a minimum of Five Million Dollars (\$5,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement. The specific term for Commercial General Liability coverage for Products and Completed Operations shall be through the applicable statutes of limitation and period of repose under Florida law.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of Three Million Dollars (\$3,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Worker's Compensation coverage shall be maintained in accordance with the laws of the State of Florida. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONTRACTOR, its employees, agents and subconsultants.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates

are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.4 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain an acceptable surety bond on an annual basis, renewed every year of the term of the Contract and any extensions, in a sum equal to the amount of the term of the Contract that such bond covers. In the event of default by CONTRACTOR in performance under the Contract Documents, the period of coverage for any such surety bond shall be for no less than 270 days after the effective date of any applicable term of the Contract, so that CFX has bond coverage up through the date a replacement contractor and surety is under contract to CFX. Each bond renewal shall be provided to CFX no later than ninety (90) days prior to the expiration of the subject Contract term. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the

company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

- 9.1 CONTRACTOR shall take any and all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
- (a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the services;
- (b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;
- (c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.
- 9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
 - (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
 - (b) all workplace laws, regulations, and posting requirements;
 - (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

- (d) compliance with the public records laws of Chapter 119, Florida Statutes.
- 9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.
- 9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

- 10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers, board members, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.
- 10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers, board members, and employees, from actual suits, actions, claims, demands,

costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- (e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- (f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- (g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.
- 10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties

further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation, the CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its

employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

- 12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or
- 12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and
- 12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and
- 12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion;

demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any

portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Prior to retaining a subcontractor, or assigning any work to a subcontractor, the CONTRACTOR shall verify that the subcontractor does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONTRACTOR shall ensure that each subcontractor adheres to, and cause all subcontractors to be bound by, all requirements, conditions, and standards set forth herein. The CONTRACTOR shall collect and maintain the necessary subcontractor compliance and acknowledgement documentation and remove any subcontractor immediately, if the necessary said documentation is unavailable or the subcontractor is not adhering to the requirements and standards herein. The CONTRACTOR shall provide subcontractor compliance and acknowledgement documentation to CFX upon request.

The approved subcontractor are:

Blurock LLC Terrel Industries LLC Safety Systems Barricades Corp.

KMG Fence LLC MK Guardrail, Inc. Star Cleaning USA, Inc.

Total Pressure Cleaning Services. Inc.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract, and if such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00) that authorization will require CFX Board approval. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees

hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR: Jorgensen Contract Services, L.L.C.

Sara Henningsgaard, PE Vice President

3735 Buckeystown Pike Buckeystown, MD 21717

With a copy to: Jorgensen Contract Services, L.L.C.

John Farnoly, PE Regional Manager

4501 34th Street, Orlando, FL 32811

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
CFX Incident Response Plan
CFX Maintenance Specifications
CFX Area Map (See Addendum No. 1)

Exhibit "B" Method of Compensation Exhibit "C" Technical Proposal

Exhibit "D" Price Proposal

Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 08, 2024.

ACCEPTED AND AGREED TO BY:

JORGENSEN CONTRACT SERVICES, E.L.C. By:	JSchefperpf (Seal)
CENTRAL FLORIDA EXPRESSWAY AUTHOR By: Director of Procurement Print Name: Aneth Williams	RITY
Date: 4/18/2024	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 18th day of April, 2024 for its exclusive use and reliance. By: D. Machee Jo. O. Thacker, Outside Counsel

CONSENT AGENDA ITEM #10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: August 26, 2024

SUBJECT: Approval of Purchase Order to Pi Variables, Inc. dba *pi*-lit for Impact Detection

System

Board approval is requested to issue a purchase order to Pi Variables, Inc. dba *pi*-lit in the amount of \$210,000.00 to purchase an Impact Detection System which includes sensors and three (3) years of alerts, barrier monitoring and dashboard access. This will be a sole source procurement.

The Impact Detection System will aid CFX in monitoring critical infrastructure safety devices (i.e. crash cushions, cable barriers, guardrails, etc.) by creating an automatic report when a safety device is struck by a vehicle or debris.

This purchase is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance Glenn Pressimone, PE

CONSENT AGENDA ITEM #11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

// Aneth Williams FROM:

Director of Procurement

DATE: September 3, 2024

SUBJECT: Reauthorization of Executive Director to Enter into Public Outreach Agreements

In April 2016 the CFX Board authorized the Executive Director to approve agreements that increase the awareness of CFX, E-PASS and expand distribution channels. Board reauthorization for the Executive Director to enter into agreements for public outreach and initiatives that aggregately exceed the \$150,000.00 procurement threshold, is requested. These agreements align with the recently adopted FY 2025-2028 Strategic Plan.

Since 2016 E-PASS accounts have increased from 289,000 to more than 1.7 million. The flexibility this authorization provides enables the agency to continue delivering timely and cost-effective service excellence by broadening distribution of E-PASS products. It also provides customer understanding of toll road benefits while remaining fiscally responsible by reducing the annual interoperable transaction fees. CFX's continued focus on customer driven operations, products, touchpoints and policies is reflected by the growth in E-PASS accounts and our 97% satisfaction rate.

The agreements are included in the OM&A Budget.

Reviewed by: Racquel Asa
Racquel Asa

Senior Director of External Affairs

CONSENT AGENDA ITEM #12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Aneth Williams Will FROM:

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for

Visitor Toll Pass Integration

Contract No. 002109

A Request for Proposal from qualified firms to provide Visitor Toll Pass Integration was advertised on June 23, 2024. Two (2) responses were received by the July 29, 2024 deadline. Those firms were ClearRoad Technology, Inc. and GeoToll, Inc. The Director of Procurement met with the Director of Service Strategy to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted the firms and interviews were held on August 21, 2024. After the interviews, the Evaluation Committee prepared it's final ranking. The result is shown below:

Ranking	Firm
1	GeoToll, Inc.
2	ClearRoad Technology, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by: Tom Chully

Director of Service Strategy Chief of Technology & Operations

RFP-002109 Evaluation

Committee Final Ranking August 21, 2024 Minutes

Evaluation Committee for **Visitor Toll Pass App Integration**; **RFP-002109** held a duly noticed meeting on Wednesday, August 21, 2024, starting at 1:00 p.m. in the Pelican Conference Room at the CFX's Headquarter, Orlando, Florida.

Committee Members:

Michael Carlisle, CFX Director of Accounting and Finance Rafael Millan, CFX Director of Information Technology Angela Melton, CFX Director of Customer Experience and Marketing Dave Wynne, CFX Director of Toll Operations

Other Attendees:

Traci Parks-Chillon, CFX Manager of Procurement Aneth Williams, CFX Director of Procurement Tom Chully, CFX Director of Service Strategy (Technical Advisor)

Evaluation Portion:

Ms. Parks-Chillon commenced the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Proposer	<u>Points</u>	Rank
Clear Road, Inc.	90.50	2
GeoToll, Inc.	95.00	1

The Evaluation Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 4:20 p.m. These are the official minutes of the Evaluation Committee final ranking meeting for RFP-002109 held Wednesday, August 21, 2024

Submitted by:

Traci Parks-Chillon, Manager of

Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Tom Chully, Director of Service Strategy

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

VISITOR TOLL PASS APP INTEGRATION RFP - CONTRACT NO. 002109

	Clear Road Technology		GeoToll, Inc.	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE
Rafael Milan	90		98	0 77000
Dave Wynne	68		93	
Angela Melton	98		98	
Mike Carlisle	86		91	
TOTAL	362		380	
	90.50		95.00	

AVG. TECH, POINTS

PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Clear Road Technology		#DIV/01
GeoToll, Inc.		#DIV/01

Committee Members:

Rafael Milan

Angela Melton

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Clear Road Technology	90,50	0.00	90.50	2
GeoToll, Inc.	95,00	0,00	95,00	1

Wednesday, August 21, 2024

Wednesday, August 21, 2024

Wednesday, August 21, 2024

Wednesday, August 21, 2024

CONSENT AGENDA ITEM #13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

FROM:

Aneth Williams Will
Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of First Renewal with KPMG LLP

for Information Technology Consultant Services

Contract No. 001798

Board approval is requested for the first renewal of the referenced contract with KPMG LLP in the amount of \$792,000.00 for one year beginning on October 14, 2024 and ending October 13, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes project support for the Enterprise Resource Planning System.

Original Contract \$ 4,027,000.00 Supplemental Agreement No. 1 \$3,500,000.00 First Renewal \$ 792,000.00 Total \$ 8,319,000.00

This contract is included in the Five-Year Work Plan.

Reviewed by: Jim Greer

Chief of Technology & Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001798

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX,", and KPMG LLP, a Limited Liability Partnership registered in Delaware and authorized to do business in Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on October 14, 2021, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to perform Information Technology Consultant services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the Parties agree as follows:

- 1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on October 14, 2024 and end on October 13, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 3. <u>Compensation for Renewal Term</u>. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit "B"</u> of the Original Agreement in an amount up to \$792,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein.

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

the 12th day of September 2024, and, duly authorized to exect	ocurement, authorized to execute the same by Board action on, signing through its ute same.
KPMG LLP	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Print Name: Title:	By: Aneth Williams, Director of Procurement
ATTEST:(SEAL) Secretary or Notary If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2024 for its exclusive use and reliance.
By:	By:Angela J. Wallace, General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR

INFORMATION TECHNOLOGY CONSULTANT SERVICES

SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR THIS INFORMATION TECHNOLOGY CONSULTANT SERVICES ("Supplemental Agreement") is 22 August 2023 this day of made entered into and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of KPMG LLP, a limited liability partnership, registered in Delaware and authorized to do business in the State of Florida, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Professional Services between CFX and the CONTRACTOR, dated October 14, 2021, and WHEREAS, Articles 2.0 of the Agreement has a not-to-exceed amount, CFX elects to add additional funds to the Agreement to compensate for services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A". The compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

- 1. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Total Maximum Limiting Amount is adjusted upward by \$3,500,000.00 to \$7,527,000.00.
- 2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.24 14:00:26 -04'00'

Aneth Williams, Director of Procurement

KPMG LLP

Print Name: Anthony J. Hernandez

Title: Principal

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

 $\mathbf{R}\mathbf{v}$

Io O Thacker

CONTRACT



AND

KPMG LLP

INFORMATION TECHNOLOGY CONSULTANT SERVICES

CONTRACT NO. 001798

CONTRACT DATE: OCTOBER 14, 2021 CONTRACT AMOUNT: \$4,027,000.00

CONTRACT, SCOPE OF SERVICES, SYSTEMS
IMPLEMENTATION ADDENDUM, METHOD OF
COMPENSATION, PRICE PROPOSAL, AND POTENTIAL
CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, SYSTEMS IMPLEMENTATION ADDENDUM, METHOD OF COMPENSATION, AND PRICE PROPOSAL, POTENTIAL CONFLICT DISCLOSURE FORM

INFORMATION TECHNOLOGY CONSULTANT SERVICES

CONTRACT NO. 001798

OCTOBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u> Page

CONTRACT 1 to 28

(See Contract Table of Contents for listing of individual sections.)

Exhibit "A" Scope of Services

Exhibit "A1" Systems Implementation Addendum

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal

Exhibit "D" Potential Conflict Disclosure Form

CONTRACT 001798

Table of Contents

1.	SE	ERVICES TO BE PROVIDED	2
2.		ERM AND NOTICE	
3.	C	ONTRACT AMOUNT AND COMPENSATION FOR SERVICES	. 4
4.	$\mathbf{A}^{\mathbf{I}}$	UDIT AND EXAMINATION OF RECORDS	5
5.	ΡĮ	UBLIC RECORDS	6
6.		ONFLICT OF INTEREST AND STANDARDS OF CONDUCT	
7.	\mathbf{D}	ISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES	. 9
8.	C	ONTRACTOR INSURANCE	. 9
	8.1	Commercial General Liability	
	8.2	Business Automobile Liability:	. 10
	8.3	Workers' Compensation Insurance	. 10
	8.4		
	8.5	Professional Liability, including Cyber Liability	
	8.6		
9		CONTRACTOR RESPONSIBILITY	12
1	0.	INDEMNITY	
1	1.	PRESS RELEASES	
	2.	OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	
	3.	PERMITS, LICENSES, ETC	
	4.	NONDISCRIMINATION	
	5.	NOTIFICATION OF CONVICTION OF CRIMES	
	6.	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY	
	7.	ASSIGNMENT AND REMOVAL OF KEY PERSONNEL	
	8.	SUBLETTING AND ASSIGNMENT	
	9.	DISPUTES	
	0.	OTHER SEVERABILITY	
	1.	INTEGRATION	
	2.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATIONSTATEMENT	
	3.	GOVERNING LAW AND VENUE	
	4.	RELATIONSHIPS	
	5.	INTERPRETATION	
	6.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	
	7.	SURVIVAL OF EXPIRATION OR TERMINATION	
	8.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	
	9.	INSPECTOR GENERAL	
	0.	E-VERIFY	
	1.	APPROPRIATION OF FUNDS.	
	2.	NOTICE TO THE PARTIES	
	3.	ADDITIONAL TERMS AND CONDITIONS	
3	4.	EXHIBITS	27

This Contract is made this day of October 14, 2021, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and KPMG LLP, a limited liability partnership, registered in Delaware and authorized to do business in the State of Florida, whose principal address is 227 North Bronough Street, Suite 7500, Tallahassee, Florida 32301 "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; **and**

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform <u>Information Technology Consultant Services</u> under Contract No. 001798, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about June 23, 2021, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of three (3) qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized employee of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract in accordance with the acceptance procedures specified in the Scope of Services.

The services to be provided under this Contract include performing information technology consultant services as detailed in the Addendum to the Scope of Services attached as **Exhibit "A1"** and incorporated by reference as though set forth fully herein.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will bebased, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

Except in the event of an alleged breach, which shall remain subject to the cure period specified herein CFX shall have the right to immediately terminate or suspend the Contract or any task authorization issued pursuant thereto, at any time upon thirty (30) days prior written notice for convenience or for cause for CONTRACTOR's failure to cure its material failure to perform the provisions of the Contract within thirty (30) days following receipt of written notice from CFX specifying the deficiencies and the basis for termination. Under no circumstances shall a noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, except for any alleged default of this Contract, which shall remain subject to the cure period specified herein, CFX shall notify CONTRACTOR (in writing) at least thirty (30) days in advance of such action with instructions as to the effective

date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work performed prior to termination. The effect of termination of the CONTRACTOR hereunder will be to discharge both the CONTRACTOR and CFX from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The CONTRACTOR shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. Notwithstanding the foregoing, CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses except as otherwise authorized in the applicable task authorization or as determined in an administrative or judicial proceeding. Payment for work performed will be based on Contract prices, which prices may include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause, except as otherwise authorized in the applicable task authorization or as determined in an administrative or judicial proceeding.

If CONTRACTOR: materially (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default due to CONTRACTOR's failure to cure such alleged breach within thirty (30) days following receipt of notice from CFX as set forth herein, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period) does not correct the default as set forth above, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract in its entirety, CFX, subject to the terms of this Contract, will have the right to appropriate or use any or all materials as CFX determines to the extent any such materials are owned by CFX in accordance with the terms of this Contract, and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. For the avoidance of doubt, CONTRACTOR shall not have any liability to CFX as a result of CFX's use of any unfinished, incomplete, or draft work products and materials that are furnished to CFX, provided that CONTRACTOR has notified CFX of the incomplete status of such material. All actual costs and charges reasonably incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the

Contract No. <u>001798</u>

amount of the excess, as mutually agreed to by the parties or as determined by the disputes process. If, after the default notice curative period has expired, but prior to any action by CFX to terminate this Contract and complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any actual costs of CFX reasonably incurred solely by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract subject to the liability limitations herein.

Except as otherwise set forth in the task authorization or as determined in an administrative or judicial proceeding, CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished workon a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for convenience.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.
- 3.2 The not to exceed Contract Amount for the Initial Contract Term is \$4,027,000.00 as defined in the Price Proposal attached hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

Contract No. <u>001798</u>

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data

compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract either made by CFX or received by CFX from the CONTRACTOR, or otherwise made or received by CONTRACTOR, as a contractor working on behalf of a public agency, in connection with CONTRACTOR's performance of the Services pursuant to this Contract.

(ii) "Proposal Records" shall include, time schedules, labor rates, quotations from subcontractors, and other the timekeeping and expense records used by CONTRACTOR in determining the amount invoiced to CFX for hourly rate engagements.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Records or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pendinglitigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed by an independent third party auditor selected by CFX through the competitive solicitation process who agrees to sign a non-disclosure agreement with CONTRACTOR, an audit of the Contract Records and Proposal Records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will

be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently properly disallowed by CFX because of accounting errors or charges not in material conformity with the Contract, the CONTRACTOR agrees that such amounts that are not otherwise subject to a good faith dispute are due to CFX upon demand. Finalpayment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000,

publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records subject to Section 4 above, 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.
- 3. 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 CONTRACTOR does not transfer the records to the public agency. Notwithstanding the foregoing, CONTRACTOR may disclose any CFX information without CFX's prior written consent as may be required for internal corporate, accounting or legal review or as required pursuant to any applicable law, regulation,

judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that CONTRACTOR shall first have given prior written notice to CFX, if permitted; and further provided that CONTRACTOR shall use reasonable efforts to minimize such disclosure.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, 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 an industry standard format that is compatible with the information technology systems of the public agency as specified in the applicable task authorization. Notwithstanding the foregoing, CONTRACTOR is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above, subject to the liability limitations herein.

Should CFX receive a valid public records request for CONTRACTOR's records, CFX shall notify CONTRACTOR written notice of the request, including a copy the request, and the records CFX intends to release pursuant to the request. Following such notice, CONTRACTOR shall within a reasonable time determine if there are any lawful exemptions and notify CFX, in writing, of any records exemptions CONTRACTOR believes should be asserted. Failure to provide notice to CFX may result in a waiver by CONTRACTOR of any such exemption if timely disclosure by CFX is required pursuant to Florida 's public records laws.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D"** and incorporated by reference as though set forth fully herein.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR agrees that it and its employees, officers, agents, and subcontractors performing services shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference bemade a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each

anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX. CONTRACTOR understands and agrees that in order for CFX to calculate and determine CONTRACTOR's compliance with CFX's WBE and D/MBE program and the utilization summary provided by CONTRACTOR under the RFP, CONTRACTOR shall provide a summary of the actual payments paid to any D/MBEs and WBEs pursuant to the terms of this Contract, which amounts shall be calculated based on the actual rates charged from the D/MBEs and WBEs to the CONTRACTOR, and not the hourly rates established in **Exhibit "C"**.

8. CONTRACTOR INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, aswell as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) or better and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and

keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The

contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability, including Cyber Liability:

Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

If a data breach is possible, the Contractor's Professional Liability insurance shall include coverage for Internet Media Liability related claims including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach,

unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses.

8.6 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, and (d) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. The insurance policies required by CONTRACTOR under this Contract may not be canceled or the types or amounts of coverage decreased without at least thirty (30) days prior written notice to CFX from the CONTRACTOR. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this requirement that is not cured within thirty (30) days following receipt of written notice from CFX specifying such failure shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, and such failure is not cured within thirty (30) days following receipt of written notice from CFX specifying such failure, then CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

- 9.1 CONTRACTOR shall take all commercially reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors performing Services directly for CFX to do the same. To the extent applicable to the Services and subject to the liability limitations herein CONTRACTOR shall be responsible for the safety of, and shall provide protection designed to prevent damage, injury or loss to:
- (i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;
- (iii) members of the public who may be traveling through the plazas and their vehicles.
- 9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors performing Services directly for CFX for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, professional standards, including to the extent applicable to the Services and subject to the liability limitations herein:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.
- 9.3 Subject to the liability limitations herein, CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors performing Services directly for CFX or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 9.4 Subject to the liability limitations herein, CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors performing Services directly for CFX and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. To the extent applicable to the Services, CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR, subject to the liability limitations herein;
- 9.5 CONTRACTOR shall promptly notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights; or any such other circumstances materially impair the ability of CONTRACTOR to carry on as its business and operations as are currently conducted or to perform the Services.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, except in the ordinary course of business that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

Subject to the liability limitations herein, CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

- 10.1 Further, subject to the liability limitations herein CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:
- 10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

- 10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing; provided, however, that Contractor may, only after receipt of written approval from CFX, which approval may be withheld in CFX's sole and absolute discretion, reference its performance hereunder as a past performance or past experience reference in response to future solicitations.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all (whether in paper, electronic, or other form) tangible and intangible materials that are generated or developed with respect to and in connection with this Contract and the performance thereof and specified to be delivered to CFX in a task authorization, excluding any CONTRACTOR Property (collectively, the "CFX Property"), upon payment by CFX to the CONTRACTOR in accordance with the terms of the Contract. Upon payment by CFX to the Contractor in accordance with the terms of the Contract, CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated withtrademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). For purposes of clarity, CONTRACTOR and CFX agree that any and all intellectual property rights to CFX Property arising out of the performance of the Contract, whether created by CFX,

Contract No. <u>001798</u>

CONTRACTOR, or a third party, whether or not it includes intellectual property owned by others (which shall remain the property of its owners), is intended to be and shall be owned by CFX upon payment to CONTRACTOR in accordance with the task authorization. To that end, CONTRACTOR hereby assigns to CFX any and all rights to CFX Property, including copyrights, in any such intellectual property, including the CFX Intellectual Property and any part thereof, and agrees to cooperate with CFX in executing any documents reasonably requested by CFX to effectuate this assignment. CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or deniedin CFX's sole discretion. Notwithstanding the foregoing, CFX acknowledges and agrees that CONTRACTOR shall have the right to retain for its files copies of the CFX Property necessary to comply with any legal obligations therefor, but agrees to maintain any such CFX Property in strict confidence. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove, or any portion thereof, that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR hereby grants CFX, under CONTRACTOR's intellectual property rights in such CONTRACTOR Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such CONTRACTOR Property solely in connection with CFX's use of the CFX Property. CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

- 12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**
- 12.2 CONTRACTOR has obtained, licenses or rights in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, or any parts thereof, as necessary to use the CONTRACTOR Property or Contractor Intellectual Property of in connection with CONTRACTOR's performance of services under this Contract and for CFX's authorized use of the CFX Property under this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee to the extent applicable to the Services and the CFX Property; **AND**

Contract No. <u>001798</u>

- 12.3 If any CONTRACTOR Property or CONTRACTOR Intellectual Property is comprised or based upon, in whole or in part, of material created or owned by third parties, including independent contractors, CONTRACTOR is the owner (by written assignment) or licensee of all rights necessary to perform the services under the Contract and to convey to CFX any and all rights agreed to under the Contract, including any and all rights included in CFX Property or CFX Intellectual Property.
- 12.4 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**
- 12.5 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services or as otherwise expressly permitted under the

terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, register copyrights, trademarks, service marks, or patents, in its name or in any name other than CFX (which would be only at CFX's written direction) nor shall it claim trade secret, publicity, or other rights of any kind in CFX Property and CFX Intellectual Property. CONTRACTOR shall utilize the same standards of protection and confidentiality for the CFX Property and CFX Intellectual Property that CONTRACTOR uses to protect its own property and confidential information, of like nature but in no instance less than reasonable care, while complying with the requirements of Chapter 119, F.S., as specified in paragraph 5.

CONTRACTOR further warrants and represents that there are no pending, threatened, or reasonably anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property that would materially affect CONTRACTOR's ability to perform the Services.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 12.6 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by or against CFX or, CONTRACTOR; **OR**
- 12.7 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property_solely in connection with this Contract; **AND**

12.8 Notwithstanding sections 12.6 and 12.7, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.6 and 12.7 subject to the liability limitations herein.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless ofwhether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution designed to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

CONTRACTOR will use commercially reasonable efforts to maintain the level of expertise, knowledge and experience possessed by employees of CONTRACTOR that perform the Services, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR covenants to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services as specified in the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience contemplated by the Scope of Services, as may be requested from time to time during the Term of this Contract by CFX and subject to a duly executed change order. When CFX designates an additional area for which expertise or experience shall be required as contemplated

by the Scope of Services, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise; provided that any modification as to the Scope of Services will be accompanied by a duly executed change order.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any replacement in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel or if any Key Personnel otherwise become unavailable due to factors outside of CONTRACTOR's reasonable control, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with equally qualified replacements.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any or remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contractor any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S

written consent shall be null and void and may, at CFX's option, constitute a default subject to the cure periods under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain

a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All services shall be performed by the CONTRACTOR pursuant to the requirements of the Contract to the reasonable satisfaction of CFX's Executive Director (or her delegate). Prior to invoking the formal dispute resolution procedures with respect to any dispute, CFX's Executive Director (or her delegate) and CONTRACTOR, shall attempt in good faith to mutually resolve all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof pursuant to the procedures of this Contract. The Executive Director's decision upon all claims, questions and disputes shall be final agencyaction. Adjustments of compensation and Contract time, because of any changes in the work that may become necessary or desirable as the work progresses shall be left to the mutual agreement of the CONTRACTOR and Executive Director (and CFX Board if amendments are required) in a duly executed change order and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and onlyto the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction fora

public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following thedate of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transactbusiness with any public entity."

23. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive

jurisdiction of the courts located in Orange County, Florida. The obligations inSection 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income taxwithholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete

and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable and any liability limitations herein; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees, if and to the extent expressly agreed in the Scope of Services, with respect to any successor of CONTRACTOR; and
 - 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request and to the extent specified in the Scope of Services and permitted by law, rule, regulation, or professional standards, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims of CFX, if any, arising out of the Contract for any subcontracts or vending agreements designated in the Scope of Services to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

31. APPROPRIATION OF FUNDS

This Agreement is contingent upon an annual budget appropriation by CFX's Board. The parties agree that in the event funds are not appropriated to CFX to support continuation of performance in any fiscal year succeeding the first fiscal year, this Agreement may be terminated or modified at the discretion of CFX, which shall be effective upon written notice from CFX to the CONTRACTOR to that effect. In such an event, CFX will notify Contractor as soon as is practicable that the funds are, or are not, available for the continuation of the Contract for each succeeding fiscal year. The effect of termination of the Contract hereunder will be to discharge both the CONTRACTOR and CFX from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The CONTRACTOR shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places forgiving of notice, to wit:

Contract No. <u>001798</u>

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Chief Technology Officer

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR: KPMG LLP

227 N Bronough St, Suite 7500 Tallahassee, Florida 32301 Attention: Anthony Hernandez

with a copy to:

KPMG LLP

Office of General Counsel

345 Park Avenue

New York, New York 10154 Attention: General Counsel

33. ADDITIONAL TERMS AND CONDITIONS

<u>Limitation of Liability.</u> Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of two (2) times fees the Contract Amount. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, or tort (including but not limited to negligence) or otherwise and shall survive contract termination or expiration. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to the intentional, willful, or reckless acts or omission of the Contractor or Contractor's employees, subcontractors, officers, or agents.

Management Decisions. CFX acknowledges and agrees that the CONTRACTOR's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, CFX. CONTRACTOR will not perform management functions or make management decisions for CFX.

Third Party Usage. CFX acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the CONTRACTOR in connection with the services under the Contract is intended for CFX's sole benefit and the CONTRACTOR does not authorize any party other than CFX to benefit from or rely upon such Advice, or make any claims against the CONTRACTOR relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. CONTRACTOR may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, CFX will not disclose, or permit access to such Advice to any third party without CONTRACTOR's prior written consent.

<u>California Accountancy Act.</u> For engagements where services will be provided by CONTRACTOR through offices located in California, CFX acknowledges that certain of CONTRACTOR's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

Use of Vendors. CFX acknowledges and agrees that in connection with the performance of services under the Contract, CONTRACTOR and its Member Firms, in their discretion or at CFX's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract; provided however, in the event CONTRACTOR or its Member Firms elects to utilize the services of third parties outside the United States to complete the services under the Contract, CONTRACTOR shall notify CFX in writing of any such election prior to utilizing such services and upon receipt of notice from the CONTRACTOR, CFX reserves, in its sole and absolute discretion, to deny the use of third party services outside of the United States and to terminate any such work order related to any services that are anticipated to be provided by CONTRACTOR using third parties outside of the United States to complete the services. CFX further acknowledges and agrees that CONTRACTOR-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Vendors") may have access to confidential information from offshore locations, and that the CONTRACTOR uses Vendors within and outside of the United States to provide at CONTRACTOR's direction administrative or clerical services to CONTRACTOR. These Vendors may in the performance of such services have access to CFX's confidential information. CONTRACTOR represents to CFX that with respect to each Vendor, CONTRACTOR has technical, legal and/or other safeguards, measures and controls in place to protect confidential information of CFX from unauthorized disclosure or use. CONTRACTOR shall be responsible to CFX for CONTRACTOR-controlled, member Firms or Vendor's failure to comply.

Contract No. <u>001798</u>

34. EXHIBITS

This Contract incorporates by reference the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "A1" Systems Implementation Addendum

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal

Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. <u>001798</u>

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awardedby CFX's Board of Directors at its meeting on October 14, 2021.

ACCEPTED AND AGREED TO BY:KPMG LLP Anthony J. Hernandez Principal Title: Commonwealth of Pennsylvania - Notary Seal MARY E MCMAHON - Notary Public **Delaware County** My Commission Expires Sep 4, 2023 Commission Number 1357140 CENTRAL FLORIDA EXPRESSWAY AUTHORITY By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.11.17 16:22:45 -05'00' Director of Procurement Print Name: Aneth Williams Date: Approved as to form and execution for the use and reliance byCFX only. Laura N. Kelly, Associate Digitally signed by Laura N. Kelly, Associate General Counsel General Counsel Date: 2021.11.17 15:32:06 -05'00' General Counsel for CFX

<u>Diego "Woody" Rodriguez</u> Print Name

EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "A" SCOPE OF SERVICES

The **Contractor**'s support shall include, but is not limited to, the following three (3) primary categories, as set forth in the duly executed task authorization.

For any additional services not originally contemplated in this Scope of Services, Contractor will review the proposed task authorization and notify CFX in writing of its acceptance or rejection thereof.

I. Microsoft Office 365 Azure, Dynamics and Cloud

The **Contractor** shall deliver proactive support and other IT-related functions. The **Contractor** shall support CFX's efforts to execute Microsoft Office 365 Azure, Dynamics and Cloud service capabilities throughout the organization. These IT services must provide a robust cloud computing environment that supports all CFX operations, internal CFX users, interoperable partners, third-party service providers and customers. The **Contractor** shall provide IT services that support new and migrating applications to the defined Microsoft Office 365 Azure, Dynamics and Cloud environment, analyze and provide recommendations and advice for both business and technical functions to manage the use, performance and synchronized delivery of cloud service offerings.

The **Contractor** shall demonstrate Microsoft Office 365 Azure, Dynamics and Cloud expertise to eliminate expensive trial-and-error approaches. Additionally, the **Contractor** shall help support CFX's IT efforts to provide optimal steady state performance of cloud hosted applications.

- A. Program Governance, Program Management/Implementation Capability and Organization Change Management Support
 - 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Support CFX's efforts to define and deliver processes for governing, managing and preparing the organization to adapt to the CFX's Microsoft Office 365 Azure, Dynamics and Cloud investments and affiliated applications.
 - b. Support maintenance of virus/ malware detection and spam reduction programs on agency servers, email and CFX devices.
 - c. Support adoption of Cloud Security best practices at CFX and the performance of security audits, as requested.
 - d. Support CFX by providing training for various technologies.
 - e. Support CFX by using metrics and data from the Cherwell ticketing system to make training recommendations to reduce routine ticket types/categories
- B. Architecture, Design and Operations Support
 - 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Support on-going development and refinement of designs for CFX's Microsoft

Office 365 Azure, Dynamics Cloud architecture and plans to deliver, manage, operate, and continuously improve CFX's organizational Cloud capabilities.

C. Cloud Services Administration

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Support assessments, analyses, planning and execution assistance for migrating new and legacy CFX applications and services to Microsoft Cloud.
 - b. Support CFX's efforts to configure, manage and monitor the Microsoft Cloud service.
 - c. Analyze cloud resource deployment summary data and monitor cloud resource key metrics.
 - d. Resolve operational problems.
 - e. Upon CFX's direction, evaluate and provide support for the implementation of new cloud computing technologies.

II. Ancillary IT Personnel Activities

In addition to supporting CFX's Microsoft Office 365 Azure, Dynamics and Cloud initiatives, the **Contractor** may also provide qualified professional, technical and support personnel for ancillary activities.

A. Information Technology Service Management (ITSM)

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. The delivery of quality and reliable end-to-end IT services using leading practice frameworks for IT service delivery to help coordinate that the right processes, people, tools and technology are in place to support CFX.
 - b. Enhance customer-facing IT service support and delivery to the CFX user community.
 - c. Support with the optimization and enhancements to CFX's ITSM Tool (Cherwell)

B. Database Administration

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Microsoft SQL Server Administration
 - b. Oracle Database Administration
 - c. Database High Availability/Disaster Recovery
 - d. Database Monitoring and Optimization
 - e. Data Warehousing

C. Data Analytics & Business Intelligence

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Work with CFX to better understand not only day-to-day operations, but ultimately address challenges by monitoring key performance indicators (KPIs) and using evidence-based decision-making.
- 2. Support CFX efforts to better visualize data and gain a more comprehensive understanding of operations, identify inefficiencies and leverage historical information and/or real-time data for more data-driven planning.
- 3. The **Contractor** may, at CFX's discretion, support CFX's development and support of dashboards using Microsoft Power BI, to include but not limited to, dashboards for CFX executive management.

D. Software Development

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Microsoft Visual Studio
 - b. .NET
 - c. C#
 - d. Microservices
 - e. MS Dynamics (Logic Apps, Power Apps, EventHubs, Azure functions, etc)
 - f. SQL
 - g. Oracle PL/SQL
 - h. Microsoft T-SQL
 - i. HTML
 - j. CSS
 - k. PHP
 - 1. Javascript
 - m. Mobile Development iOS, Android, Xamarin)
 - n. Secure Coding Best Practices

E. System Administration

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities of CFX:
 - a. Install new/rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with CFX standards, including virtualized environments.
 - b. Perform daily system monitoring, verifying the integrity and availability of CFX hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.
 - c. Diagnose CFX hardware/software problems and replace defective components.
 - d. Plan, coordinate and implement security measures in order to protect CFX data,

software and hardware.

F. Network and Telecom Administration Support

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Support network equipment including switches, firewalls, routers, and collaboration with phone system vendor.
 - b. Support management (and backup of) disaster recovery systems.
 - c. Support monitoring of network performance and associated management services.
 - d. Support and evaluation of commercial carrier and networking services
 - e. At the direction of CFX, Support CFX's efforts to plan, coordinate and implement network security measures designed to protect CFX data, software and hardware.

III. Management & Professional Services

The **Contractor** may also provide management consulting services to help CFX enhance performance and to leverage leading practices found in government and/or the private sector.

A. Customer Experience Consultation

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Provide guidance on how to better organize, deploy and improve organizational customer service efficiency and effectiveness.
 - b. Provide customer service guidance that aligns with the CFX's mission, vision and strategic plan goals.
 - c. Evaluate how existing resources can be more effectively and efficiently organized to achieve customer service goals.
 - d. Assess how the customer experience can be enhanced through multiple interaction channels.

B. Operations & Process Improvement

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Review and assess the current CFX organizational structure and operational functions.
 - b. Assess current performance measures and compare to both government and to private sector industry standards.
 - c. Support CFX's efforts to manage Payment Card Industry (PCI) compliance at the direction of CFX.
 - d. Assess cost saving technologies to support current and future programs and operations.

e. Provide training recommendations to improve operations and support succession planning

C. Strategy & Planning

- 1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
 - a. Support by providing insight on new technology changes and uses that could enable increased efficiencies, reduced costs and/or enhanced means to deliver on CFX's mission.
 - b. Support by providing technical expertise for technology issues.
 - c. Support by maintaining efforts to support CFX's plan, to procure and deploy new IT system components both hardware and software
 - d. Support by developing recommendations for future purchasing and technology needs.
 - e. Support by assisting with operational procedures and applications.

IV. Acceptance Procedure

CFX shall review Contractor's performance of services within ten (10) business days of the completion of the services or delivery of any specified Deliverable (hereinafter defined) ("Acceptance Period"). A "Deliverable" shall include any items or deliverable outlined in and required pursuant to the Contract or a task authorization for delivery from the Contractor to CFX. The Acceptance Period may be revised in a task authorization. CFX may reject the Deliverable or services within the acceptance period by providing to CONTRACTOR a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the relevant task authorization (the "Specifications"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the CONTRACTOR'S point of contact specified in the Contract or otherwise identified to CFX in writing by CONTRACTOR. CONTRACTOR shall then conform the Deliverable or the services to the Specifications and resubmit it to CFX for review and acceptance ("Work-Out Period"). This process shall continue until the Deliverable or services are accepted; provided that, in the unlikely event the Deliverable or services have not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to CONTRACTOR of such termination, (ii) CONTRACTOR will promptly provide CFX with a refund of any amounts paid by CFX for the nonconforming services or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables to CONTRACTOR. The Deliverable or services will be deemed accepted when the applicable acceptance period has expired without CONTRACTOR receiving an effective Rejection Notice, or when CFX uses such Deliverable or services (notwithstanding any rejection of such Deliverable or services), whichever occurs first.

Positions & Responsibilities

This outlines the personnel positions and the responsibilities of each position that may provide services to CFX, as outlined in the Scope of Work. The **Contractor** shall provide specific personnel for the requested task authorization (TA) using the established **Contractor**'s personnel rates.

Personnel staffed for a CFX task will be a specialized/expert resource with appropriate certifications, as applicable. Certifications may include, but not be limited to, the following: Project Management Professional (PMP)®, Certified Information System Security Professional (CISSP)®, Microsoft Certified Solutions Expert - Server (MCSE), Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert - Database (MSCE), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP) and Oracle Database 11g Administrator Certified Associate.

- 1. **Principal Consultant**: A minimum of ten (10) years' experience providing IT and/or management consulting services (as defined by a TA) is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Providing executive-level consultation services to CFX
 - Providing senior-level interface with CFX and managing daily operations
 - Timely performance and completion of all obligations under a TA
 - Organizing and directing the overall performance of a TA
 - Possessing the authority to make binding decisions on behalf of the firm
 - Formulating organizational strategy and directing major strategic initiatives
 - Ensuring that goals and objectives are accomplished within budgetary parameters
 - Developing and maintaining CFX relationships
 - Assisting on large, complex or multi-discipline engagements
 - Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
- 2. **Senior Consultant:** A minimum of ten (10) years' experience providing IT and/or management consulting services (as defined by a TA) is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of CFX TAs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating and organizing management of tasks
 - Providing CFX interface in fulfillment of CFX TAs
 - Possessing authority and responsibility for the execution of CFX TAs

- Planning, organizing and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on CFX TAs
- Organizing, directing and managing support services
- 3. **Consultant:** A minimum of five (5) years' experience providing IT and/or management consulting services (as defined by a TA) is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying administrative, consultative, and technical expertise in fulfillment of CFXTOs
 - Planning, organizing, executing, and controlling project tasks in successful delivery ofprojects or services
 - Interfacing with CFX on a day-to-day basis to ensure timely delivery of project orservices
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing and managing support services
 - Assigning tasks and overseeing projects or other services under CFX TOs
 - Directing activities in fulfillment of CFX TAs
 - Training CFX personnel through formal classroom courses, workshops or seminars
- 4. <u>Junior Consultant:</u> A minimum of three (3) years' providing IT and/or management consulting services (as defined by a TA) is required for Junior Consultant positions. Thefunctional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise
 - Directing projects or services under CFX TAs within estimated timeframes and budgetconstraints
 - Organizing, directing, and managing support services
 - Serving as a member of a team performing mid-level assignments
 - Providing solutions through analysis
 - Conducting CFX training through formal classroom courses, workshops or seminars
- 5. **Program & Administrative Support:** The functional responsibilities of this positionmay include, but are not limited to:
 - Coordinating and providing administrative support services to firm staff and CFX
 - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
 - Providing graphics and editorial support services and desktop publishing services
 - Maintaining version control of project documents
 - Providing direct support to consulting staff, including supporting the development ofall deliverables

EXHIBIT "A1" – SYSTEMS IMPLEMENTATION ADDENDUM

Exhibit A1

Systems Implementation Addendum

This Systems Implementation Addendum ("SI Addendum") amends the appended agreement ("Contract") by and between CFX and KPMG LLP ("KPMG"). In the event of a conflict between the provisions of this SI Addendum (on the one hand) and the provisions of the Contract (on the other hand), this SI Addendum will govern. Any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). Notwithstanding the foregoing, this SI Addendum shall only be effective as to any systems implementation services specifically identified in a task authorization issued by CFX as mutually agreed upon by KPMG. To the extent a service is provided under the Contract but not specifically identified as a "systems implementation", this SI Addendum shall not be applicable.

Definitions. "Deliverables" means, for purposes of this SI Addendum, items identified in the Contract, or applicable task authorization, for delivery in connection with the systems implementation services described in a task authorization issued by CFX ("SI Services"). "KPMG Property" includes, without limitation, (i) any connectors or tools created by KPMG to move data; (ii) as between KPMG and CFX, any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, any Third-Party Materials that result from the SI Services, subject to the rights of the provider of such Third-Party Materials; (iii) components, programs, systems, analysis, frameworks, documentation, drawings, configuration techniques and specifications, owned by or licensed or leased to KPMG or KPMG's affiliates or related entities, and any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, the same. "CFX Materials" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information, that in each case is owned by or licensed or leased to CFX (including any Third-Party Materials), to which KPMG is provided with access in connection with the SI Services and that may be used by KPMG in providing the SI Services and Deliverables pursuant to the Contract. "System Configuration" means Third-Party Materials as configured by the SI Services. "Third-Party Materials" means third-party hardware, software, and other thirdparty items used by or provided to KPMG in connection with the SI Services.

2. Use of CFX Materials and Acceptance.

- a. With respect to any CFX Materials to which KPMG is provided with access in connection with the SI Services, CFX hereby grants to KPMG a non-exclusive, transferable, sublicensable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, and transmit such CFX Materials to the extent necessary for KPMG to provide the SI Services to CFX.
- b. Upon delivery of a Deliverable or System Configuration to CFX, CFX shall review the Deliverable or System Configuration in accordance with any acceptance procedure and within any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure

therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. CFX may reject the Deliverable or System Configuration within the applicable acceptance period by providing to KPMG a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the Contract (the "Specifications"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the KPMG point of contact specified in the Contract or otherwise identified to CFX in writing by KPMG. KPMG shall then conform the Deliverable or System Configuration to the Specifications and resubmit it to CFX for review and acceptance in accordance with this Section 2(b) ("Work-Out Period"). This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System Configuration has not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to KPMG of such termination, (ii) KPMG will promptly provide CFX with a refund of any amounts paid by CFX for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables or System Configuration to KPMG. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired without KPMG receiving an effective Rejection Notice, or when CFX uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable or System Configuration) in a production environment, whichever occurs first.

This Section 2(c) shall only apply, and in lieu of Section 2(b), if the Contract specifies that the engagement will employ an agile development methodology. Upon delivery of a Deliverable or System Configuration to CFX for each sprint, CFX shall review the Deliverable or System Configuration in accordance with the stakeholder feedback and work stream alignment detailed in the Contract or in writing by the parties at the sprint planning sessions and any acceptance procedure and within any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. CFX will participate in sprint planning sessions at the start of each sprint to agree upon priorities of tasks in the backlog to be completed in the next sprint. CFX will participate in sprint retrospective sessions at the end of each sprint to review the work that was completed and may reject the Deliverable or System Configuration within the applicable acceptance period by providing to KPMG a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the Contract or as requirements agreed at the sprint planning sessions and work stream alignment (the "Specifications"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the KPMG point of contact specified in the Contract or otherwise identified to CFX in writing by KPMG. KPMG shall then conform the Deliverable or System Configuration to the Specifications before the next sprint, or during the next sprint as mutually agreed, and resubmit it to CFX for review and acceptance in accordance with this Section 2(c) (the "Work-Out Period") either before the next sprint, or after the next sprint as mutually agreed. This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System Configuration has not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to KPMG of such termination, (ii) KPMG will promptly provide CFX with a refund of any amounts paid by the State for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables or System Configuration to KPMG. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired, or the next sprint begins, without KPMG receiving an effective Rejection Notice; or when CFX uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable or System Configuration) in a production environment, whichever occurs first.

3. Warranties and Disclaimers.

- KPMG warrants to CFX that, for a period of ninety (90) days after acceptance thereof, unless such other timeframe is outlined in the Scope of Services, the System Configuration as delivered by KPMG will conform to its Specifications in all material respects. KPMG further represents and warrants that, KMPG shall, to the extent CFX is not otherwise obligated to hereunder, obtain any and all consents and licenses required (if any) for KPMG to perform the SI Services and that the performance of the SI Services shall not violate any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right. KPMG's warranties and obligations under this Section 3(a) shall not apply to the extent the non-conformity or violation arises out of (i) use of the System Configuration other than in accordance with applicable documentation or instructions, (ii) any alteration, modification, or revision of the System Configuration not expressly authorized in writing by KPMG, or (iii) the underlying CFX Materials (including any updates and upgrades thereto). Any claim breach of warranty with respect to the System Configuration's failure to conform to its Specifications in all material respects must be made by written notice to KPMG within ninety (90) days after acceptance of the System Configuration. With respect to any circumstances alleged to give rise to such a breach of warranty, CFX's exclusive remedies, and KPMG's entire liability, shall be, at KPMG's option, (i) the repair and replacement of the System Configuration or (ii) the refund to CFX of the amount paid to KPMG for the non-conforming System Configuration; provided that CFX shall promptly return to KPMG all Deliverables to which the refunded amounts relate and shall have no further right to use the System Configuration or any such Deliverables in the System Configuration or otherwise. In case the performance of the SI Services, or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to violate third-party intellectual property rights, KPMG may, within a reasonable time, at its option either: (i) secure for CFX the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, CFX shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to CFX the amount paid to KPMG for such item.
- b. CFX represents, warrants and covenants to KPMG that (i) CFX has obtained all consents, permits, licenses, and other approvals required (if any) for KPMG to perform the SI

- Services and to use CFX Materials in accordance with the license granted in Section 2(a), (ii) KPMG's exercise of its rights under Section 2(a) with respect to CFX Materials, excluding Third-Party Materials, will not infringe, misappropriate, or otherwise violate the rights of any third party, or violate any applicable law, rule, regulation, or other official government release, and (iii) CFX will use the System Configuration in accordance with applicable law.
- c. Except as expressly stated in this Section 3, KPMG expressly disclaims and makes no warranties of any kind or nature with respect to the SI Services, CFX Materials (including Third-Party Materials), Deliverables, System Configuration, or otherwise, express or implied, including warranties of merchantability, fitness for a particular purpose or use, or non-infringement, or the appropriateness of State or third-party specifications.
- The SI Services may include providing assistance to CFX with CFX's procurement of Third-Party Materials. Unless otherwise expressly stated in the Contract, CFX will license or purchase such Third-Party Materials directly from the vendor or reseller (which may be an affiliate of KPMG). To the extent KPMG elects to utilize any Third-Party Materials in the performance of services under the Contract, KPMG shall obtain CFX's prior written consent for the use of any such Third-Party Materials, which notice shall outline any recurring and nonrecurring costs of the Third-Party Materials. To the extent CFX is required to license or purchase such Third-Party Materials, CFX retains sole responsibility for compliance with the license terms governing such Third-Party Materials, the selection of such Third-Party Materials, and, unless the Contract expressly specifies otherwise, the payment therefor. If KPMG agrees in the Contract to provide any Third-Party Materials and CFX provides prior written consent to the use of such Third-Party Materials in accordance with the terms hereof, such THIRD-PARTY MATERIALS ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY FROM KPMG, with the exception of any manufacturers' or licensors' warranties which KPMG is able to arrange for the CFX's benefit. KPMG shall remain responsible for any and all costs and expenses, claims or liabilities, arising from the use of any Third-Party Materials to the extent CFX does not otherwise provide prior written consent to such use in accordance with the terms and conditions hereof. KPMG and its subcontractors reserve the right to retain ancillary benefits, including credits, rebates, or referral fees, they may receive relating to such Third-Party Materials, unless CFX pays for such Third-Party Materials directly, on a pass-through basis, or otherwise, or to the extent any such ancillary benefits, credits, rebates, or referral fees are received solely from the services or products prepared, purchased, acquired or developed for, or on behalf of, CFX, in accordance with the terms of this Contract. CFX agrees that the retention of such benefits shall not constitute a conflict of interest.

4. Deliverables.

a. Notwithstanding anything herein or in the Contract which may be construed to the contrary, CFX agrees that nothing in this SI Addendum or the Contract shall prevent KPMG from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the SI Services performed under the Contract that are not unique to CFX or the performance of the services under the Contract (collectively, "Residual Knowledge") to perform similar services and develop similar work product, results, or technology as that performed

and developed under the Contract. KPMG reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in the Contract.

5. Changes and Adjustment Events.

- a. The parties acknowledge and agree that the occurrence of any of the following events (each, an "Adjustment Event") may require an extension in the schedule, modification of the scope of the SI Services, and/or increase in the fees and expenses set forth in the Contract: (i) a failure by CFX and/or their vendors to perform any of its respective responsibilities in a timely manner, including the supply to KPMG of Third-Party Materials or adequate resources and information; (ii) any assumption in the Contract not being fully realized; or (iii) CFX's failure to timely obtain pursuant to Section 3(b) or (c) (as applicable) all of the consents, permits, licenses, and other approvals necessary for KPMG to provide the SI Services. In the event an Adjustment Event occurs, or the parties agree to change the scope of SI Services, the parties agree to amend the Contract to reflect such change.
- b. Notwithstanding Section 5(a) above, if any delays or deficiencies in the SI Services, or with respect to the Deliverables or System Configuration, occur as a result of an Adjustment Event, the scheduled completion date under the Contract for the affected SI Services, Deliverables, and/or System Configuration shall be extended to the extent of any such delays or deficiencies, and KPMG shall not incur any liability to CFX as a result of such delays or deficiencies.

CONSENT AGENDA ITEM #14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Aneth Williams Will FROM:

Director of Procurement

DATE: August 21, 2024

SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Office

365, Windows Server and Microsoft SQL Server Database Licenses Support

Board approval is requested to issue a purchase order to SHI International Corp. in the amount of \$904,369.86 for licensing, upgrade and support services of Microsoft Office 365, Windows Server and Microsoft SQL Database software. This will be a cooperative procurement based on the State of Florida Alternate Contract Source No. 43230000-23-NASPO-ACS for Software Value Added Reseller contract.

This purchase is included in the OM&A Budget.

Reviewed by: Rafasl Millan

Director of IT

CONSENT AGENDA ITEM #15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: August 21, 2024

SUBJECT: Approval of Purchase Order to SHI International Corporation for Microsoft

Dynamics and Database Licenses

Board approval is requested to issue a purchase order to SHI International Corporation in the amount of \$614,570.51 for Microsoft Windows Servers and Microsoft SQL Server Databases Licenses. This will be a cooperative procurement based on the State of Florida Alternate Contract Source No. 43230000-23-NASPO-ACS for Software Value Added Reseller contract.

This purchase is included in the Five-Year Work Plan.

Reviewed by: Rafasl Millan

Rafael Millan

Director of IT

Iim Greer

CONSENT AGENDA ITEM #16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: August 22, 2024

SUBJECT: Approval of Task Order No. 2 with the University of Central Florida Board of

Trustees under Master Interlocal Agreement

Contract No. 002017

Board approval of Task Order No. 2 with the University of Central Florida Board of Trustees in a not-to-exceed amount of \$160,000.00 is requested.

The work to be performed includes evaluating the effectiveness of Flex Lanes to understand their benefits in the early years of deployment when used for incident management purposes in terms of safety, mobility and mitigating incidents.

This contract is included in the Five-Year Plan.

Reviewed by:
Bryan Homayouni, P.E.

Director of Intelligent Transportation

Systems

Glenn Pressimone, P.E.

EXHIBIT A

TASK ORDER No.2 Under Master Agreement - Contract No. 002017

WHEREAS, THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("UNIVERSITY") and CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), have executed a Master Interlocal Agreement ("Master Agreement") with an effective date of June 12, 2023.

WHEREAS, UNIVERSITY has agreed to perform the work as outlined in the attached Statement of Work and Deliverable Schedule ("Appendix A").

NOW THEREFORE, in consideration of the mutual promises contained in the referenced Master Agreement which are hereby incorporated into this Task Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. UNIVERSITY agrees to make reasonable efforts to perform all work outlined in Appendix A.
- 2. CFX agrees to pay UNIVERSITY \$160,000.00 ("Fixed Price Amount") for the work. UNIVERSITY shall invoice CFX according to the payment schedule below:

PAYMENT SCHEDULE

Payment Due Date	Amount	Deliverable
First Six Months	\$40,000.00	
Second Six Months	\$40,000.00	
Third Six Months	\$40,000.00	
End of Project	\$40,000.00	Final Report
Total:	\$160,000.00	

or

This is a cost reimbursable agreement in the amount of \$160,000.00. UNIVERSITY may re-budget as necessary to accomplish the work. Serially numbered invoices from UNIVERSITY shall be sent to CFX monthly. The invoices shall contain:

(a) Agreement number; and

- (b) Period of Performance covered; and
- (c) Description of work; and
- (d) Cost incurred and allowable under the Agreement.

Invoices shall be submitted electronically to:

Billing@cfxway.com

Upon receipt of invoice(s), payments shall be made to the University of Central Florida and remitted to the following address:

University of Central Florida Contracts & Grants Payment PO Box 160118 Orlando, FL 32816-0118

- 3. Period of Performance: November 2024 December 2026
- 4. Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:
- 5. Title to Equipment:

CFX UCF

Technical Matters Technical Matters

Name: Bryan Homayouni, PE

Title: Dir. of Intelligent Transportation

Systems

Name:

Title:

Address:

Address: 4974 ORL Tower Rd.

Orlando, FL 32807

Phone: Email:

Phone:407-890-5333

Email: Bryan.Homayouni@cfxway.com

Contractual Matters
Name:

LegalTitle:Name: Angela J. WallaceAddress:

Title: General Counsel Address: 4974 ORL Tower Rd.

Orlando, FL 32807 Phone:

Fax: Email:

Phone: 407-690-5000

Fax:

Email: Angela.Wallace@cfxway.com

IN WITNESS WHEREOF, the Parties have caused this Task Order to be signed by their duly authorized officers or representatives effective as of the date last written below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES	
Name: Aneth Williams Title: Director of Procurement	Name: Title:	
Date:	Date:	



August 1, 2024

Bryan Homayouni Director of ITS Central Florida Expressway Authority

RE: UCF Proposal: Central Florida Expressway Authority

Dear Mr. Homayouni,

On behalf of Dr. Zubayer Islam, The University of Central Florida Board of Trustees, and the College of Engineering and Computer Science - Department of Civil, Environmental, and Construction Engineering are pleased to submit the enclosed proposal.

Title: Evaluating the Safety and Efficiency of Flex Lanes for CFX

UCF Principal Investigators: Zubayer Islam, Ph.D.

Period of Performance: 10/1/2024-12/31/2026

Amount Requested: \$160,000 (Total Costs)

UCF expressly reserves the right to negotiate applicable terms and conditions at the time of award and/or to decline the award. In no case will UCF be bound by any terms or conditions that are in violation of applicable laws or regulations.

For any technical questions, please contact Dr. Islam via e-mail at <u>Zubayer.Islam@ucf.edu</u>. For budgetary and administrative questions, please contact Krystal Yidi, Proposal Specialist II, via email at <u>Krystal.Yidi@ucf.edu</u>. Contractual questions and award documents should be addressed to OSP@ucf.edu.

Sincerely,

Mathew Cronan

Proposal Specialist III

Authorized Organizational Representative

Matthew.Cronan@ucf.edu

Millern

407.823.3031

Principal Investigator Zubayer Islam, Ph.D.

Assistant Professor

Dept. of Civil, Environmental & Construction Engineering

University of Central Florida

Orlando, FL 32816

Email address: Zubayer.Islam@ucf.edu

Co-Principal Investigator Mohamed Abdel-Aty, Ph.D., P.E., F.ASCE, F.ITE

Pegasus Professor

Dept. of Civil, Environmental & Construction Engineering

University of Central Florida

Orlando, FL 32816

Email address: M.Aty@ucf.edu

Project Manager Bryan Homayouni, P.E.

Director of ITS

Central Florida Expressway Authority

Email address: Bryan.Homayouni@cfxway.com





BACKGROUND STATEMENT

The Central Florida Expressway Authority (CFX) will start implementing a Flex Lane strategy on its system to alleviate the negative effects of incidents and provide long term capacity. The initiative of using Flex lanes is expected to advance incident control on CFX's network. This innovative

feature temporarily opens the left shoulder to traffic during incidents that result in the closure of one or more lanes. The construction of Flex Lanes is part of the latest capacity improvement projects on State Road 417 (Central Florida GreeneWay) and State Road 429 (Daniel Webster Western Beltway). On SR 417, the 21-mile stretch of Flex Lanes will facilitate traffic flow around incidents between International Drive and SR 528, featuring 55 overhead sign gantries. Similarly, SR 429 will have Flex Lanes along a 13-mile section from Tilden Road to SR 414, supported by 31 overhead sign gantries as shown in Figure 1. Construction on SR 417 are ongoing and expected to be completed by in the first quarter of 2025 while that on SR 429 is expected to be completed by the end of 2025.

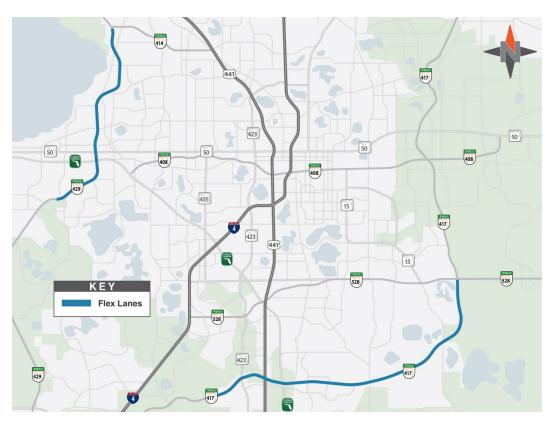


Figure 1 Proposed Flex Lane Construction at 417 and 429

In the early years of deployment, the Flex Lanes have a singular purpose to maintain traffic flow and improve safety during roadway incidents. When a serious crash slows traffic, the Flex Lane will open to allow vehicles to bypass the crash site at a reduced speed. This dynamic

system is controlled by overhead messaging signs: green arrows will indicate open lanes, while red X's will show closed lanes (Figure 2). Digital speed limit signs will inform drivers of the speed limits through the corridor, and additional overhead signs will alert drivers to roadway conditions ahead. The Federal Highway Administration (FHWA) identifies the dynamic use of shoulder lanes to relieve congestion resulting from roadway incidents as part of its Advanced Traffic Management Strategy (Jenior et al., 2016). Known as Part Time Shoulder Use in other contexts, Flex Lanes are being safely implemented in numerous states across the nation (Coffey & Park, 2020; Hasan & Abdel-Aty, 2024). It should be noted that the Flex Lanes system will not be used for peak period congestion management in the early years of the deployment. This effort will only focus on evaluation of the Flex Lane System in use as an Incident Management strategy during active events on the roadway.

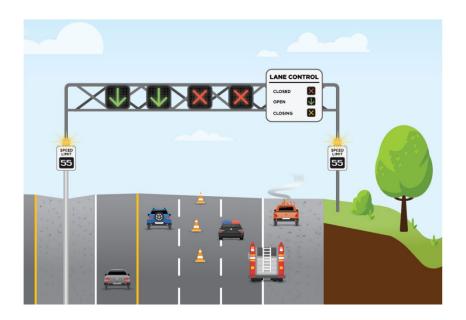


Figure 2 Flex Lanes in Action

Evaluating the effectiveness of Flex Lanes is essential to understanding their benefits in terms of safety, mobility and mitigating incidents. By analyzing these aspects, stakeholders can ensure the effective integration of Flex Lanes into the existing transportation infrastructure, optimizing their potential to enhance traffic management and safety for drivers on CFX.

PROJECT OBJECTIVES

This project seeks to achieve the following objectives:

 Develop the evaluation criteria tailored to the mobility benefits of Flex Lanes on SR 417 and SR 429

- Develop the evaluation criteria tailored to the safety benefits of Flex Lanes on SR 417 and SR 429
- Describe the data collection procedures tailored to these criteria that are needed to report the achievement of Flex Lane Initiative
- Establish comprehensive analysis based on after-implementation data on each respective roadway as well as control-corridors from various data sources
- Clearly identify and quantify the benefits of the Flex Lanes's strategy and lessons learned.

SUPPORTING TASKS AND DELIVERABLES:

Task 1: Identification of Control-Corridors

The UCF team will identify control-corridors within CFX roadway network. The corridors would be selected based on several criteria such as volume, segment-type, number of lanes, lane-width, etc. to account for the similarities between the control-corridor and the implementation corridor.

Deliverable 1: A written report would be submitted showing the selected control-corridors along with the selection criteria.

Task 2: Control-Corridor(s) Data Collection and Analysis (SR 417)

The research team will collect data from several sources along the selected control-corridor(s) for SR 417. The data sources will include crash data and traffic data to identify safety and mobility metrics (Table 1). Twelve-month data collection period would be considered. The team has identified several metrics that would be relevant for the evaluation as shown in Table 2. The safety evaluation is divided into reactive (analysis using crash data) and proactive (analysis using conflict data, given availability and access of CCTVs at the study sites).

Table 1 Data Description

Data Source	Description	Metrics	Safety/Mobility
Signal4Analytics	Crash data	Statistics related to crashes, crash severity	Safety
		and crash rate	
HERE	Probe Data	Speed and Travel Time reliability measures	Mobility
	(Aggregated)		
MVDS	Detector Data	Spot Speed, Occupancy and Volume	Mobility
Data Collection	Time and	Travel Time	Mobility
Sensors/Data	Location Data		
Center			
SunGuide, RITIS	Event Data	Lane Clearance, Notification/Verification	Mobility
		Duration, Incident Duration, etc.	

Table 2 Evaluation Metrics

Safety		
Pagetina	Proactive	Mobility
Reactive	(given CCTV is available)	
Number of crashes/secondary	Estimation of near misses,	Planning Time Index (PTI)
crashes/severe crashes	such as Time-to-Collision (TTC)	Throughput
Number of crashes by type	and Post Encroachment Time	• Delay
Number of severe crashes by	(PET)	Average speed
type		Average travel time
Crash Rate of the different		Travel time reliability (TTR)
types of crashes		Clearance duration
		Notification duration
		Arrival duration

<u>Deliverable 2:</u> The team will submit preliminary baseline analysis with control-corridor data for SR 417.

Task 3: Control-Corridor(s) Data Collection and Analysis (SR 429)

Similar to Task 1, the UCF-SST team will compile metrics as presented in Table 2. This will involve utilizing relevant data collected from the control-corridor for SR 429, as detailed in Table 1.

<u>Deliverable 3:</u> The team will submit a written report on the analysis and findings on the control-corridor for SR 429.

Task 4: After-implementation Data Collection and Analysis (SR 417)

After the construction of flex lanes on SR 417, the team will collect data from the sources outlined in Table 1 and calculate the evaluation metrics shown in Table 2. A 12-month data collection period would be considered.

<u>Deliverable 4:</u> After-implementation analysis report for SR 417 will be submitted.

Task 5: After-implementation Data Collection and Analysis (SR 429)

After the implementation of flex lanes on SR 429, the research team will collect data and recalculate the evaluation metrics as shown in Table 2. At least 12-month after-implementation data would be collected and evaluated.

Deliverable 5: After-implementation analysis report for SR 429 will be submitted.

Task 6: Complete Evaluation of Flex Lanes (SR 417 and SR 429)

In this task, the team would present comparative analysis based on the metrics estimated in Tasks 2 through 5 for both SR 417 and SR 429. The team will begin the analysis by calculating descriptive statistics, such as the mean, median, and standard deviation for all time periods, to understand basic differences. Following this, the team will perform visual analysis using line charts, bar graphs, histograms, or scatter plots to provide a clear comparison. Moreover, the team will apply statistical analysis and tests, to compare the treatment and control corridors and determine the effectiveness of the flex lanes. In addition, comparison between the two routes would also be performed in terms of effectiveness of flex lanes.

<u>Deliverable 6:</u> The team will submit a written report on the analysis and findings of the performance of Flex Lanes along SR 417 and SR 429.

Task 7: Draft Final Report

In this task the research team will prepare a draft final report documenting all the findings from the previous tasks. The report will highlight the effectiveness of the Flex Lanes on SR 417 and SR 429 to alleviate traffic congestion and improve safety during incident management.

<u>Deliverable 7:</u> A draft final report will be submitted based on the finding of Tasks 1 through 5.

Task 8: Final Report

The research team at UCF will prepare a final report based on the draft final report. The report will contain comparative analysis of the performance of Flex Lanes on SR 417 and SR 429.

Deliverable 8: A final report will be submitted.

ANTICIPATED PROJECT TIMELINE

The before-after evaluation of the Flex Lanes is dependent on the construction. The tentative timeline of construction and the deliverables are shown in Table 3.

We will strive to provide frequent updates on the data collection and progress on implemented projects. We will discuss with PM if in the 2 years duration of this project few of the implementations were not completed on time.

Table 3 Project Timeline

Task	Deliverable	Anticipated	Progress per route	
ldsk	Deliverable	Submission	SR 417	SR 429
Kick off meeting		Nov. 2024		
Task 1: Identification of Control-Corridors	1	January 2025	Х	Х
Task 2: Control-Corridor Data Collection and Analysis (SR 417)	2	March 2025	х	
Task 3: Control-Corridor Data Collection and Analysis (SR 429)	3	June 2025		Х
Task 4: After-implementation Data Collection and Analysis (SR 417)	4	January 2026	Х	
Task 5: After-implementation Data Collection and Analysis (SR 429)	5	September 2026		Х
Task 6: Complete Evaluation of Flex Lanes (SR 417 and SR 429)	6	October 2026	х	Х
Task 7: Draft Final Report	7	November 2026	Х	Х
Task 8: Final Report	8	December 2026	Х	Х

<u>REFERENCES</u>

- Coffey, S., & Park, S. (2020). Part-time shoulder use operational impact on the safety performance of interstate 476. *Traffic injury prevention*, *21*(7), 470-475.
- Hasan, T., & Abdel-Aty, M. (2024). Short-term safety performance functions by random parameters negative binomial-Lindley model for part-time shoulder use. *Accident Analysis & Prevention*, 199, 107498.
- Jenior, P., Dowling, R. G., Nevers, B. L., & Neudorff, L. G. (2016). Use of Freeway Shoulders for Travel—Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy.

CONSENT AGENDA ITEM #17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

FROM: Son Nguyen

Senior Manager of Risk and Insurance

DATE: August 14, 2024

Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) SUBJECT:

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. CFX's current insurance policy with Florida Municipal Insurance Trust (FMIT), which is administered by the Florida League of Cities, expires on October 1, 2024.

HUB marketed for coverages including General Liability, Public Officials Errors & Omissions Liability, Employment Practices Liability, Crime & Bond, Real & Personal Property, Automobile Liability & Physical Damage, Equipment Breakdown, and Workers' Compensation.

HUB received policy premium quotes from FMIT and PGIT.

CFX staff concurs with HUB's recommendation to accept the quote from PGIT which offers the lowest cost while including higher coverage limits for cyber liability, crime, and business interruption.

Board approval is requested for the insurance policy with PGIT for the coverage period October 1, 2024 to October 1, 2025 at a total not to exceed \$300,000.00. This amount will allow for additional charges for any new covered property and for midyear increases resulting from the annual workers' compensation audit.

This policy is included in the OM&A Budget.

Reviewed by:

Chief Financial Officer



1117 Thomasville Road Tallahassee, FL 32303 P: (850) 386-1111 F: (850) 385-9827 www.hubinternational.com

Executive Summary – Property, Liability and Workers Compensation Insurance

HUB Public Risk offers the following Executive Summary for your consideration.

For 2024, HUB marketed the policy to receive competitive bids and received two quotes: a renewal from Florida Municipal Insurance Trust (FMIT) and a new quote from the Preferred Governmental Insurance Trust (PGIT). Both are Florida based trusts insuring Governmental and Quasi-Governmental entities.

Results are detailed below. Both companies offered similar limits, terms and conditions. Due to significant savings, HUB recommends moving the coverage to PGIT.

Line of Coverage	2023 Premium	2024 FMIT	2024 PGIT
Property	\$149,101	\$139,155	\$134,887
Liability	\$107,237	\$59,693	\$59,508
Cyber Liability	\$1,050	\$1,103	\$4,500
Automobile	\$13,015	13,364	\$12,986
Workers Comp	\$56,284	\$58,958	\$42,280
TOTAL	\$326,687	\$272,273	\$254,161

Jim Duncan, CPCU

E.

Reports

E.1.

Chairman's Report

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Michael Carlisle, Director of Accounting and Finance FROM:

August 27, 2024 Mal ald DATE:

RE: July 2024 Financial Reports

Attached please find the July 2024 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING JULY 31, 2024 AND YEAR-TO-DATE

	FY 25 MONTH ACTUAL	FY 25 MONTH BUDGET	YE	FY 25 AR-TO-DATE ACTUAL	YE	FY 25 EAR-TO-DATE BUDGET	 FY 25 R-TO-DATE ARIANCE	FY 25 YEAR-TO-DATE % VARIANCE	FY 24 - 25 YEAR-TO-DATE COMPARISON
REVENUES									
TOLLS	\$ 62,801,206	\$ 62,849,698	\$	62,801,206	\$	62,849,698	\$ (48,492)	-0.1%	9.4%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	146,852	110,608		146,852		110,608	36,243	32.8%	49.1%
TRANSPONDER SALES	226,819	162,249		226,819		162,249	64,570	39.8%	25.1%
OTHER OPERATING	20,622	13,663		20,622		13,663	6,959	50.9%	16.4%
INTEREST	75,759	50,000		75,759		50,000	25,759	51.5%	-91.1%
MISCELLANEOUS	81,053	 80,784		81,053		80,784	 268	0.3%	7.3%
TOTAL REVENUES	\$ 63,352,310	\$ 63,267,003	\$	63,352,310	\$	63,267,003	\$ 85,307	0.1%	8.1%
O M & A EXPENSES									
OPERATIONS	\$ 4,252,539	\$ 4,527,953	\$	4,252,539	\$	4,527,953	\$ 275,414	6.1%	-8.1%
MAINTENANCE	210,832	230,462		210,832		230,462	19,630	8.5%	18.0%
ADMINISTRATION	715,361	771,147		715,361		771,147	55,787	7.2%	28.1%
OTHER OPERATING		 -							
TOTAL O M & A EXPENSES	\$ 5,178,732	\$ 5,529,562	\$	5,178,732	\$	5,529,562	\$ 350,831	6.3%	-3.5%
NET REVENUES BEFORE DEBT SERVICE	\$ 58,173,579	\$ 57,737,441	\$	58,173,579	\$	57,737,441	\$ 436,138	0.8%	9.2%
COMBINED NET DEBT SERVICE	\$ 19,203,292	\$ 19,258,658	\$	19,203,292	\$	19,258,658	\$ 55,366	0.3%	6.7%
NET REVENUES AFTER DEBT SERVICE	\$ 38,970,287	\$ 38,478,783	\$	38,970,287	\$	38,478,783	\$ 491,504	1.3%	10.5%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022 FOR THE MONTH ENDING JULY 31, 2024 AND YEAR-TO-DATE

	FY FY 2025 2025 ACTUAL BUDGET VA		2025		2025		FY 25 YEAR-TO-DATE % VARIANCE
Operations	\$	4,252,539	\$	4,527,953	\$	275,414	6.1%
Maintenance		210,832		230,462		19,630	8.5%
Administration		715,361		771,147		55,787	7.2%
Other Operating							
Total O M & A	\$	5,178,732	\$	5,529,562	\$	350,831	6.3%
Capital Expenditures							
Operations	\$	-	\$	1,667	\$	1,667	100.0%
Maintenance		-		-		-	0.0%
Administration							0.0%
Total Capital Expenditures	\$	-	\$	1,667	\$	1,667	100.0%



Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the One Month Ending July 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	57,448	61,776	4,328	7.01%
Image Review	122,511	130,157	7,646	5.87%
Service Strategy	14 19.012	17,098 41,937	17,084 22,925	99.92% 54.67%
Toll Technology Information Technology	826,800	880,136	53,336	6.06%
E-PASS Service Center	1,580,260	1,597,334	17,075	1.07%
Business Relations	11,576	12,558	982	7.82%
Customer Experience	570	128,336	127,766	99.56%
Subtotal CFX	\$2,618,190	\$2,869,332	\$251,141	8.75%
Plazas	1,634,349	1,660,288	25,939	1.56%
Subtotal Toll Facilities	\$1,634,349	\$1,660,288	\$25,939	1.56%
Total Operations Expenses	\$4,252,539	\$4,529,620	\$277,080	<u>6.12%</u>

Data Date: 8/23/2024 Print Date: 8/23/2024 Report Date / Time: 8/23/2024 / 11:39:23AM



Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the One Month Ending July 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	92,923	106,950	14,028	13.12%
Traffic Operations	89,671	101,831	12,160	11.94%
Routine Maintenance	28,238	21,681	(6,557)	-30.24%
Total Maintenance Expenses	\$210,832	\$230,462	\$19,630	<u>8.52%</u>

Data Date: 8/23/2024 Print Date: 8/23/2024 Report Date / Time: 8/23/2024 / 11:41:31AM



Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the One Month Ending July 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	21,562	12,496	(9,066)	-72.55%
Security	11,990	13,713	1,723	12.57%
525 Magnolia	945	672	(274)	-40.73%
Administrative Services	182,051	203,563	21,512	10.57%
Engineering	7,108	7,527	419	5.56%
Legal	64,466	60,268	(4,198)	-6.97%
Accounting	146,297	164,838	18,541	11.25%
Procurement	54,171	62,621	8,450	13.49%
Contract Compliance	16,119	17,137	1,018	5.94%
Risk Management	81,684	74,842	(6,842)	-9.14%
Records Management	30,319	33,122	2,803	8.46%
Human Resources	10,717	30,435	19,718	64.79%
Business Opportunity	12,582	18,520	5,938	32.06%
Communications	51,548	44,383	(7,164)	-16.14%
Construction Administration	6,709	9,753	3,043	31.21%
Internal Audit	0	0	0	0.00%
Transportation Planning and Policy	17,092	17,258	166	0.96%
Grand Total Expenses	\$715,361	\$771,147	\$55,787	<u>7.23%</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING JULY 31, 2024 AND YEAR-TO-DATE

	YE	FY 25 AR-TO-DATE ACTUAL	YE	FY 25 AR-TO-DATE BUDGET	YEAF	FY 25 R-TO-DATE IRIANCE	YE.	FY 24 AR-TO-DATE ACTUAL	YE	FY 24 AR-TO-DATE BUDGET	 FY 24 R-TO-DATE ARIANCE	VA	R-TO-DATE RIANCE IPARISON
REVENUES													
TOLLS	\$	62,801,206	\$	62,849,698	\$	(48,492)	\$	57,403,258	\$	57,628,900	\$ (225,642)	\$	177,150
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	;	146,852		110,608		36,243		98,480		87,917	10,563		25,680
TRANSPONDER SALES		226,819		162,249		64,570		181,322		200,934	(19,612)		84,182
OTHER OPERATING		20,622		13,663		6,959		17,717		14,966	2,751		4,208
INTEREST		75,759		50,000		25,759		852,126		850,562	1,564		24,195
MISCELLANEOUS	_	81,053		80,784		268		75,506	_	74,272	 1,234		(966)
TOTAL REVENUES	\$	63,352,310	\$	63,267,003	\$	85,307	\$	58,628,409	\$	58,857,551	\$ (229,142)	\$	314,449
O M & A EXPENSES													
OPERATIONS	\$	4,252,539	\$	4,527,953	\$	275,414	\$	4,628,698	\$	4,772,468	\$ 143,770	\$	131,644
MAINTENANCE		210,832		230,462		19,630		178,610		214,957	36,347		(16,717)
ADMINISTRATION		715,361		771,147		55,787		558,600		674,913	116,313		(60,527)
OTHER OPERATING	_			-			_	-			 		-
TOTAL O M & A EXPENSES	\$	5,178,732	\$	5,529,562	\$	350,831	\$	5,365,908	\$	5,662,338	\$ 296,430	\$	54,401
NET REVENUES BEFORE DEBT SERVICE	\$	58,173,579	\$	57,737,441	\$	436,138	\$	53,262,501	\$	53,195,213	\$ 67,288	\$	368,850
COMBINED NET DEBT SERVICE	\$	19,203,292	\$	19,258,658	\$	55,366	\$	17,997,698	\$	18,122,997	\$ (125,299)	\$	180,665
NET REVENUES AFTER DEBT SERVICE	\$	38,970,287	\$	38,478,783	\$	491,504	\$	35,264,803	\$	35,072,216	\$ 192,587	\$	298,917

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING JULY 31, 2024 AND YEAR-TO-DATE

		FY 25 MONTH ACTUAL		FY 24 MONTH ACTUAL		FY 24 - 25 SAME MONTH COMPARISON		FY 25 YEAR-TO-DATE ACTUAL		FY 24 YEAR-TO-DATE ACTUAL		FY 24 - 25 AR-TO-DATE OMPARISON
REVENUES												
TOLLS	\$	62,801,206	\$	57,403,258	\$	5,397,948	\$	62,801,206	\$	57,403,258	\$	5,397,948
FEES COLLECTED VIA UTN/UTC'S AND PBP'S		146,852		98,480		48,372	\$	146,852		98,480		48,372
TRANSPONDER SALES		226,819		181,322		45,497	\$	226,819		181,322		45,497
OTHER OPERATING		20,622		17,717		2,905	\$	20,622		17,717		2,905
INTEREST		75,759		852,126		(776,367)	\$	75,759		852,126		(776,367)
MISCELLANEOUS	_	81,053	_	75,506		5,547	_\$_	81,053	_	75,506		5,547
TOTAL REVENUES	\$	63,352,310	\$	58,628,409	\$	4,723,901	\$	63,352,310	\$	58,628,409	\$	4,723,901
O M & A EXPENSES												
OPERATIONS	\$	4,252,539	\$	4,628,698	\$	(376,159)	\$	4,252,539	\$	4,628,698	\$	(376,159)
MAINTENANCE		210,832		178,610		32,222	\$	210,832		178,610		32,222
ADMINISTRATION		715,361		558,600		156,761	\$	715,361		558,600		156,761
OTHER OPERATING	_	-	_			-	_\$	-				-
TOTAL O M & A EXPENSES	\$	5,178,732	\$	5,365,908	\$	(187,177)	\$	5,178,732	\$	5,365,908	\$	(187,177)
NET REVENUES BEFORE DEBT SERVICE	\$	58,173,579	\$	53,262,501	\$	4,911,078	\$	58,173,579	\$	53,262,501	\$	4,911,078
COMBINED NET DEBT SERVICE	\$	19,203,292	\$	17,997,698	\$	1,205,594	\$	19,203,292	\$	17,997,698	\$	1,205,594
NET REVENUES AFTER DEBT SERVICE	\$	38,970,287	\$	35,264,803	\$	3,705,484	\$	38,970,287	\$	35,264,803	\$	3,705,484

E.3.

Executive Director's Report



Executive Director Report September 2024

2024 STATE TOLL RELIEF PROGRAM

In the first four months of the 2024 Florida Toll Relief Program (through July), E-PASS customers saved \$48.1 million on tolls. Under the program enacted by Governor DeSantis, E-PASS customers or Florida interoperable toll pass customers with 35 or more toll transactions per transponder in a single month automatically receive a 50% credit to their account. The state program ends March 31, 2025. As with the previous state Toll Relief Program, CFX is reimbursed from the state general revenue funds.

AWARD WINNING CUSTOMER SERVICE CENTER

Congratulations to our operations team, led by Jim Greer, Chief of Technology and Operations. CFX and our Call Center partner, Alliance One Receivable Solutions received the Best Practices Customer Value Leadership Award in the North American Customer Care Outsourcing industry by Frost and Sullivan. "This recognition is for companies at the forefront of innovation and growth in their respective industries. These companies consolidate their leadership positions by innovating and creating new products, solutions, and services that meet ever-evolving customer needs. By strategically broadening their product portfolios, leading companies advance the overall market. Driving innovation and growth is a difficult task made even harder by the strategic imperatives forcing change today, such as disruptive technologies, value chain compression, industry convergence, and new business models. In this context, the recognition for CFX and Alliance One, signifies an even greater accomplishment."

Best Practices Criteria for World-Class Performance

AWARD CRITERIA						
Business Impact	Customer Impact					
Financial Performance	Price/Performance Value					
Customer Acquisition	Customer Purchase Experience					
Operational Efficiency	Customer Ownership Experience					
Growth Potential	Customer Service Experience					
Human Capital	Brand Equity					

About Frost & Sullivan: The Growth Pipeline Company™. We power our clients to a future shaped by growth. Our Growth Pipeline as a Service™ provides the CEO and the CEO's growth team with a continuous and rigorous platform of growth opportunities, ensuring long-term success. To achieve positive outcomes, our team leverages over 60 years' of experience, coaching organizations of all types and sizes across six continents with our proven best practices.

TRANSPORTATION PARTNERSHIPS

Florida Automated Vehicle Summit

Several CFX team members, along with Board member C.J. Maier, attended the 12th Annual Florida Automated Vehicles (FAV) Summit in Tampa on September 4-6, 2024. Once again, the event was a huge success with industry leaders from around the world sharing technologies, operations, and policy issues. CFX is excited to host next year's summit with our expressway authority partners, FDOT and Florida Policy Project. The 13th Annual FAV Summit will be held November 5-7, 2025 at Omni Champions Gate.

COMMUNITY PARTNERSHIPS

Local and State Leadership Meetings

In August, the CFX team, led by Will Hawthorne, Director of Transportation Planning and Policy, continued meeting with local and state elected officials providing them an update on CFX's Five-Year Work Plan as well as other agency initiatives. Throughout the next several months, we will continue the outreach leading up to the 2025 Legislative Session in the Spring.

SR 516 Lake/Orange Expressway Highlighted Statewide and Nationally

CFX has been invited to participate in The American Association of State Highway and Transportation Officials (AASHTO) and the Transportation Research Board's National Cooperative Highway Research Program (NCHRP) multi-year process to describe and advance the implementation of a vision for the next era of transportation in the United States. The AASHTO Board of Directors unanimously adopted a transportation vision framework in October 2022. This framework has three elements: a shared vision and goals; seven bold ideas or "moonshots" to transform transportation by 2030; and a range of individual and collective actions for state DOTs to pursue. On September 9th and 10th in Washington, D.C., Will Hawthorne, CFX Director of Planning and Policy, will be sharing CFX's SR 516 Lake/Orange Expressway Project. We are excited to have the opportunity to showcase this innovative project to federal and state leaders as they look to the next era of transportation.

Glenn Pressimone, Chief of Infrastructure will share the SR 516 Lake/Orange Expressway Project during a workshop, "Powering Progress: Local Leadership in Energy Efficiency and Clean Energy," on Thursday, September 12, 2024, at the Florida Resilience Conference in Bonita Springs, FL. This session, hosted by Audubon Florida, will spotlight the remarkable achievements of local governments across Florida in advancing energy efficiency and clean energy initiatives. The workshop will delve into successful case studies, highlighting strategies that have not only reduced greenhouse gas emissions, but also yielded significant cost savings and environmental benefits for communities.

Business Opportunities Outreach Initiatives

CFX is committed to our community and small business outreach. CFX's Director of Business Opportunities, Malaya Bryan, continues to participate in opportunities to share the CFX story and provide information on how businesses can grow with us. Most recently, she has been named in a leadership role for the following organizations: National Association of Minority Contractors – National Organization – 2nd Vice Chairperson, Conference of Minority Transportation Officials (COMTO) Central Florida – National Organization Vice President, East Orlando Chamber of Commerce, Osceola Chamber of Commerce, Hispanic Advisory Committee – Local (Covering all 5 CFX counties) and USDOT Women & Girls in Transportation Initiative (WITI) – Federal Program / National.

MEETINGS AND PRESENTATIONS

Highlights

•	Aug 8, 2024:	National Association of Minority Contractors "Meet the Buyer/Contracting
	-	Primes"
		···

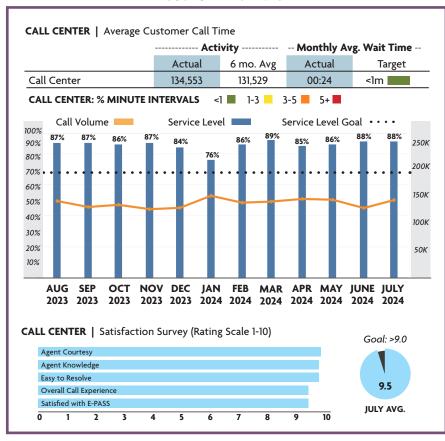
- Aug 13, 2024: IBTTA Women in Transportation (WIT) council
- Aug 13, 2024: FDOT Area of Interest Tool Training Resilience Report update webinar
- Aug 14, 2024: East Orlando Chamber of Commerce quarterly luncheon
- Aug 14, 2024: Implementing Solutions from Transportation Research and Evaluating Emerging Technologies (I-STREET) annual meeting
- Aug 16, 2024: University of Florida Transportation Institute (UFTI) external advisory board meeting
- Aug 16, 2024: UCF Kickoff Event Knightpass
- Aug 20, 2024: American Society of Highway Engineers (ASHE) board meeting
- Aug 20, 2024: Electric Vehicle and Sustainability Program
- Aug 21, 2024: East Central Florida Regional Planning Council (ECFRPC)
- Aug 22, 2024: African American Chamber of Commerce (AACCC) "Empowerment Expo"
- Aug 22, 2024: West Orange Chamber
- Aug 23, 2024: Metroplan Orlando Technical Advisory Committee (TAC)
- Aug 23, 2024: Metroplan Orlando Transportation Systems Management and Operations Advisory Committee (TSMO)
- Aug 29, 2024: Al Capability Model workshop
- Aug 29, 2024: Osceola Chamber of Commerce new member orientation
- Aug 29, 2024: Seminole County Chamber "Seminole Business Awards"
- Aug 29, 2024: City of Orlando / Enterprise Black Orlando second session
- Sept 3, 2024: American Council of Engineering Companies (ACEC)-FL liaison meeting
- Sept 4-6, 2024: Florida Automated Vehicles Summit
- Sept 6, 2024: Leadership West Orange
- Sept 6, 2024: Osceola Chamber of Commerce Hispanic Chamber "First Friday Session"
- Sept 9-10, 2024: AASHTO / NCHRP energy futures discussion
- Sept 10, 2024: IBTTA Women in Transportation (WIT) council
- Sept 11, 2024: Metroplan Orlando board meeting
- Sept 12, 2024: Powering Progress Local Leadership in Energy Efficiency and Clean Energy



PERFORMANCE DASHBOARD JULY 2024

Fiscal year runs from July 1 - June 30

CUSTOMER SERVICE



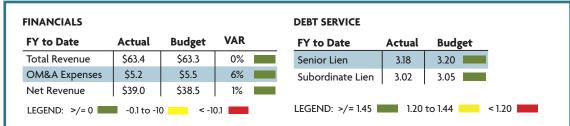
RELOAD CUSTOMER SERVICE LANE ACTIVITY



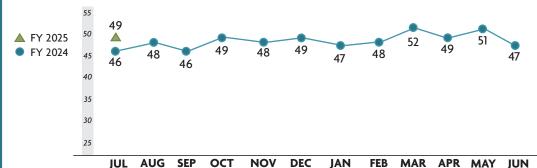
PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
417-141	SR 417 Widening, International Dr. to John Young Pwky	\$86.4	\$85.9	99%	99%		Aug. 2024
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$119.1	\$112.70	93%	95%		Nov. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$79.6	\$72.00	96%	91%		Oct. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$62.8	\$53.60	92%	85%		Oct. 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$93.3	\$80.10	91%	86%		Dec. 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$99.4	\$95.0	95%	96%		Oct. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$179.8	\$145.30	85%	81%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$134.9	\$105.20	79%	78%		Apr. 2025
LEGEND:	% Time - % Earned ≤ 10 11-20 ≥ 21 21 		'				

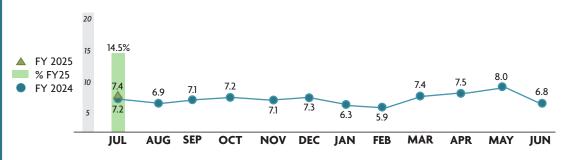
FINANCIALS



TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)

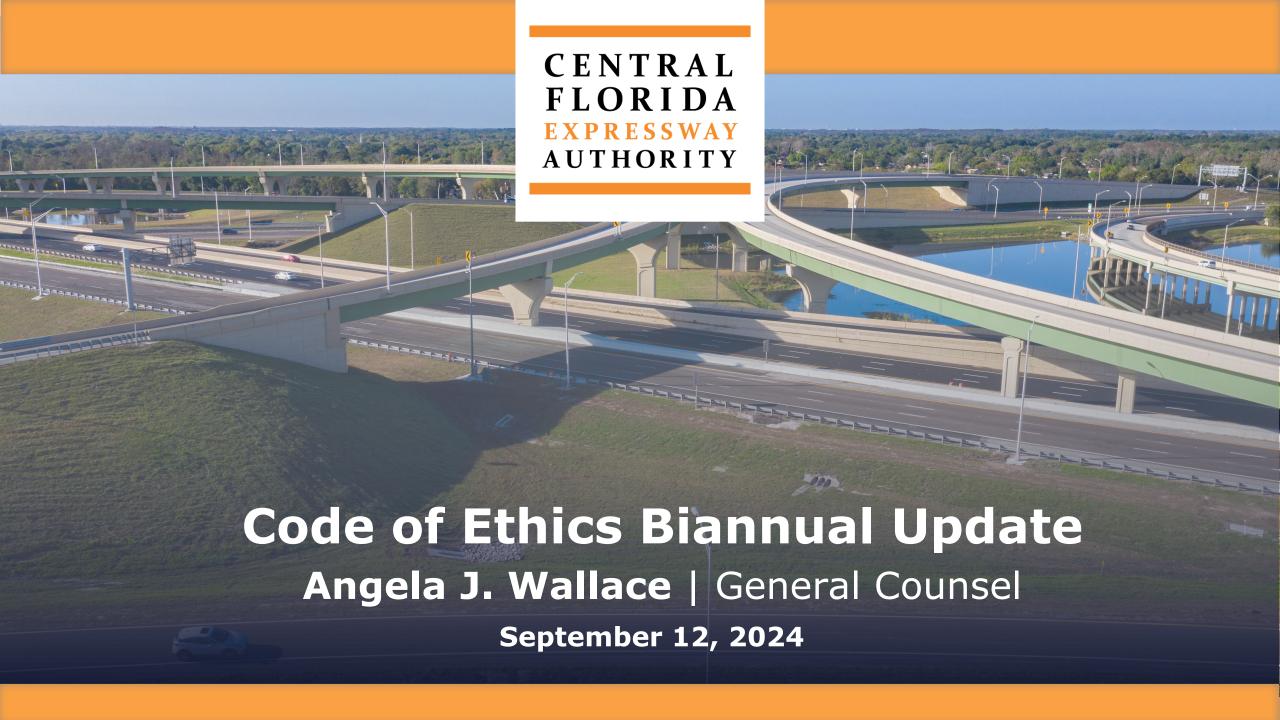


NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



F. Regular Agenda Items

F. 1.



Background

- Section 348.753(12), Florida Statutes, requires that:
 - CFX has a Code of Ethics; and
 - At least every two years, the Code of Ethics is:
 - Reviewed and updated by the Ethics Officer; and
 - Presented for Board approval.
- Last time Board approved Code of Ethics was in 2022
- Ethics Officer review/update and approval by Board is due this year



2024 Policy Revision Summary

Current Code: Includes statutory references in lieu of statutory language

Proposed Revisions:

- Include applicable statutory language (creating a more "self-contained" document); and
- Add provisions re: situations individuals are most likely to come across (e.g., gifts, unauthorized compensation, and disclosure of certain information)



2024 Policy Revision Summary

 Current Code: Unclear as to what constitutes a conflict for consultants and the process for approval of conflict waivers

Proposed Revisions:

- Clarify that conflicts include any matter in which CFX's interests are or could foreseeably become in conflict with the interests of another party represented by a consultant; and
- Clearly authorize Ethics Officer to, with Executive Director concurrence, waive indirect and/or imputed conflicts under certain conditions



2024 Policy Revision Summary

Other Proposed Revisions:

- Proposed incorporation of:
 - 2024 electronic Form 1 and Form 6 filing requirements; and
 - Policy re: maintaining system for reporting of suspected unethical, unsafe, or illegal acts or behavior
- Proposed clarifications regarding:
 - Voting abstention by public officers re: matters benefitting any person with whom they were a business associate in the previous two-year period
- Streamline document format to be consistent with Procurement Policy previously adopted by Board



Recommended Motion

Adoption of the revised Code of Ethics and Resolution.



CFX CODE OF POLICIES

Chapter 3: Ethics

EFFECTIVE DATES

Art.	Title	Resolution No.	Approval Date
1	CFX Code of Ethics		

CONTENTS

CODE OF ETHICS	3-1
al Provisions	3-1
Statement of Policy	3-1
Definitions	
equirements	3-4
Adoption of Section 348.753(6)-(15), Florida Statutes	3-4
CFX Potential Conflict Disclosure Form	3-5
Financial Disclosure for Committee Members	3-6
Consultant Conflicts of Interest	3-7
Public Officer Voting Requirements	3-8
Political Activity	3-8
la Code of Ethics Requirements	3-9
Financial Disclosure Forms	
Gift Disclosure Forms	3-9
Unauthorized Compensation	3-10
Disclosure or Use of Certain Information	3-11
Public Officer Voting Requirements	3-11
ance	3-12
Ethics Officer Guidance	3-12
Training Requirements	3-12
Reporting of Violations	3-13
	Title

ARTICLE 1: CFX CODE OF ETHICS

Resolution No. Approval Date:

Division I: General Provisions

Section 3.1 Title

3.1.1 The provisions of this Article shall be known and cited as the "CFX Code of Ethics".

Section 3.2 Authority

- 3.2.1 This CFX Code of Ethics is adopted pursuant to Section 112.326, Florida Statutes, which authorizes the Governing Board ("Board") of the Central Florida Expressway Authority ("CFX") to impose upon its own officers and employees additional or more stringent standards of conduct and disclosure requirements than those specified under Chapter 112, Part III, Florida Statutes ("Florida Code of Ethics"), provided that such standards of conduct and disclosure requirements do not otherwise conflict with the provisions of such part.
- 3.2.2 Subsections (6) through (15) of Section 348.753, Florida Statutes, sets forth certain ethical standards with which Public Officers, Consultants, and employees of CFX are required to comply. Such provisions include a requirement that this CFX Code of Ethics be reviewed and updated by the Ethics Officer and presented for Board approval every two years.

Section 3.3 Statement of Policy

- 3.3.1 The Board hereby recognizes the following:
 - (A) CFX operates for the benefit of the public;
 - (B) It is imperative that CFX conducts its business in accordance with the highest standards of ethics; and
 - (C) CFX is governed by the requirements and standards set forth in the Florida Code of Ethics and the ethical standards set forth in subsections (6) through (15) of Section 348.753, Florida Statutes.
- 3.3.2 The Board hereby adopts this CFX Code of Ethics, which governs all Public Officers, employees, and Consultants in the performance of their duties and obligations to CFX.
- 3.3.3 While this CFX Code of Ethics provides guidance regarding compliance with certain provisions of the Florida Code of Ethics as they apply to Public Officers, employees, and Consultants of CFX, nothing herein is intended to relieve any such individual from:
 - (A) Their individual responsibility to review, understand, and comply with all applicable provisions of the Florida Code of Ethics; and/or
 - (B) Their individual obligations to comply with any other ethical requirements to which they are bound (e.g., applicable local government policies, professional licensing requirements, etc.).

- 3.3.4 This CFX Code of Ethics shall serve as the standard for official conduct and is intended to supplement the Florida Code of Ethics and/or any other ethical requirements to which an individual Public Officer, employee, or Consultant of CFX may be bound.
- 3.3.5 In the event of a conflict between this CFX Code of Ethics, the Florida Code of Ethics, and any other ethical requirements to which a Public Officer, employee, or Consultant of CFX is bound, the most restrictive provision applicable to individual in question shall control.
- 3.3.6 This CFX Code of Ethics shall be posted on CFX's website in its entirety.

Section 3.4 Definitions

- 3.4.1 Wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:
 - (A) "Board Member" shall mean a member of the Governing Board of CFX.
 - (B) "Business Associate" shall have the meaning provided in Section 112.312(4), Florida Statutes, specifically, it shall mean ". . . any person or entity engaged in carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property" and shall additionally include any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a Public Officer as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a business entity or through interlocking parent entities, subsidiary entities, or other business or investment scheme, structure, or venture of any nature.
 - (C) "Committee Member" shall mean a person appointed by a Board Member to serve on any committee established by the Board.
 - (D) "Consultant" shall mean a person or firm who provides to CFX:
 - (1) Professional Services, as defined in Section 287.055, Florida Statutes. More specifically, those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice; and/or
 - (2) Specialized Services, more specifically, those services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. "Specialized Services" shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors.

The Ethics Officer, using their sole discretion, shall be the final arbiter as to whether a person or firm meets this definition of "Consultant".

- (E) "Ethics Officer" shall mean CFX's General Counsel as designated in Section 348.753(7), Florida Statutes.
- (F) "Public Officer" shall have the same meaning as provided in Section 112.313(1), Florida Statutes, more specifically, it shall mean "... any person elected or appointed to hold office ..." for CFX "... including any person serving on an advisory body" and shall include without limitation all Board Members and Committee Members, but shall not include members of staff-created committees (e.g., procurement selection committees, etc.).
- (G) "Registered Lobbyist" shall mean any person who:
 - (1) Engages in lobbying for compensation for an entity other than their employer or for any entity including their employer if a principal function of his or her position is lobbying or governmental relations; and/or
 - (2) Is registered as a lobbyist with any local jurisdiction represented on the Board.
- (H) "Reporting Individual" shall mean any individual who is required to, in accordance with applicable Florida Law and/or Section 3.11: Financial Disclosure Forms below, annually file with the Florida Commission on Ethics either:
 - (1) Full and public disclosures of their financial interests (by use of Form 6: Full and Public Disclosure of Financial Interests); or
 - (2) Statements of financial interests (by use of Form 1: Statement of Financial Interests).
- (I) "Relative" shall be as defined in Section 112.312(21), Florida Statutes, and, more specifically, shall mean an individual who is related to the subject Public Officer, employee, or Consultant as:
 - (1) Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece;
 - (2) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law;
 - (3) Stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister;
 - (4) Grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild;
 - (5) Person who is engaged to be married to the subject Public Officer, employee, or Consultant, or who otherwise holds themself out as or is generally known as the person whom the subject Public Officer, employee, or Consultant intends to marry or with whom the subject Public Officer, employee, or Consultant intends to form a household; or
 - (6) Any other natural person having the same legal residence as the subject Public Officer, employee, or Consultant.

Section 3.5 Adoption of Section 348.753(6)-(15), Florida Statutes

3.5.1 Section 348.753(6)-(15), Florida Statutes, sets forth the following requirements with which all Public Officers, employees, and Consultants must comply:

"Section 348.753 Central Florida Expressway Authority. -

* * *

- (6) A [Board Member] or the Executive Director of [CFX] may not:
 - (a) Personally represent another person or entity for compensation before [CFX] for a period of 2 years following vacation of his or her position.
 - (b) After retirement or termination, have an employment or contractual relationship with a business entity other than an agency as defined in Section 112.312, Florida Statutes, in connection with a contract in which the [Board Member] or Executive Director personally and substantially participated in through decision, approval, disapproval, recommendation, rendering of advice, or investigation while he or she was a [Board Member] or employee of [CFX].
- (7) [CFX's] General Counsel shall serve as [CFX's] Ethics Officer.
- (8) [Board Members], employees, and Consultants who hold positions that may influence [CFX] decisions shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out [CFX] business. To prevent such conflicts of interest and preserve the integrity and transparency of [CFX] to the public, the following disclosures must be made annually on a disclosure form:
 - (a) Any relationship a [Board Member], employee, or Consultant has which affords a current or future financial benefit to such [Board Member], employee, or Consultant, or to a Relative or Business Associate of such [Board Member], employee, or Consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As used in this subsection, the term "relative" has the same meaning as in [Section 112.312, Florida Statutes].
 - (b) Whether a Relative of a [Board Member], employee, or Consultant is a Registered Lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the Ethics Officer.
 - (c) Any and all interests in real property that a [Board Member], employee, or Consultant has, or that a Relative, principal, client, or Business Associate of such

Board Member, employee, or Consultant has, if such real property is located within, or within a one-half mile radius of, any actual or prospective [CFX] roadway project. The Executive Director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners, to all [Board Members], employees, and Consultants.

- (9) The disclosure forms required under subsection (8) must be reviewed by the Ethics Officer or, if a form is filed by the General Counsel, by the Executive Director.
- (10) The conflict of interest process shall be outlined in [CFX's] code of ethics.
- (11) [CFX] employees and Consultants are prohibited from serving on the governing body of [CFX] while employed by or under contract with [CFX].
- (12) The code of ethics policy shall be reviewed and updated by the Ethics Officer and presented for board approval at a minimum of once every 2 years.
- (13) Employees shall be adequately informed and trained on the Code of Ethics and shall continually participate in ongoing ethics education.
- (14) The requirements in subsections (6)-(13) are in addition to the requirements that the [Board Members] and the Executive Director of [CFX] are required to follow under [Chapter 112, Florida Statutes].
- (15) Violations of subsections (6), (8), and (11) are punishable in accordance with [Section 112.317, Florida Statutes]."
- 3.5.2 It is hereby the policy of the Board that:
 - (A) The above provisions of Section 348.753(6)-(15), Florida Statutes, are adopted, incorporated into this CFX Code of Ethics, and shall apply equally to all Public Officers in the same manner they apply to Board Members; and
 - (B) In addition to the prohibition from serving on the Board as provided in Section 348.753(11), Florida Statutes, CFX employees and Consultants are prohibited from serving on any CFX committee with the exception of staff-created committees (e.g., procurement selection committees, etc.).

Section 3.6 CFX Potential Conflict Disclosure Form

- 3.6.1 To prevent conflicts of interest and preserve the integrity and transparency of CFX to the public, the following disclosures must be made annually on a disclosure form provided by CFX:
 - (A) Any relationship a Public Officer, employee, or Consultant has which affords a current or future financial benefit to such Public Officer, employee, or Consultant, or to a Relative or Business Associate of such Public Officer, employee, or Consultant, and which a

- reasonable person would conclude has the potential to create a prohibited conflict of interest.
- (B) Whether a Relative of a Public Officer, employee, or Consultant is a Registered Lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the Ethics Officer.
- (C) Any and all interests in real property that a Public Officer, employee, or Consultant has, or that a Relative, principal, client, or Business Associate of such Public Officer, employee, or Consultant has, if such real property is located within, or within a one-half mile radius of, any actual or prospective CFX project.
- 3.6.2 CFX shall annually provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners to all Public Officers, employees, and Consultants.

3.6.3 Filing Requirement

- (A) **Public Officers and Employees.** Each Public Officer and CFX employee shall complete and file with the individual designated by the Ethics Officer a **CFX-100**: **Potential Conflict Disclosure Form** at each of the following times:
 - (1) Upon appointment or hire;
 - (2) Upon the occurrence of an event that requires disclosure; and
 - (3) Annually by July 1 each year thereafter. A grace period is in effect until September 1.

(B) Consultants

- (1) Each Consultant shall complete and file with the individual designated by the Ethics Officer a CFX-110: Potential Conflict Disclosure Form at each of the following times:
 - (a) Prior to the execution of a contract and/or provision of services to CFX;
 - (b) Upon the occurrence of an event that requires disclosure; and
 - (c) Annually by July 1 each year. A grace period is in effect until September 1.
- (2) CFX reserves the right to terminate the services of any Consultant who fails to timely submit a **CFX-110**: **Potential Conflict Disclosure Form**, regardless as to whether such termination is otherwise contemplated in the provisions of any contract existing between CFX and such Consultant.
- 3.6.4 The Ethics Officer shall be responsible for ensuring that the contents of both CFX Potential Conflict Disclosure Forms discussed above conform with this policy and the applicable provisions of Florida law.

Section 3.7 Financial Disclosure for Committee Members

3.7.1 Committee Members shall be considered "local officers" in accordance with Section 112.3145(1)(a)2.f., Florida Statutes, and therefore are required to file **Form 1: Statement of Financial Interest** in accordance with Section 112.3145(2)(b), Florida Statutes.

3.7.2 Committee Members are required to file Form 1 electronically with the Florida Commission on Ethics annually by July 1 of each year. A grace period is in effect until September 1.

Section 3.8 Consultant Conflicts of Interest

3.8.1 Judicial, Administrative, and/or Adverse Proceedings

- (A) CFX deems it to be a conflict when a Consultant, including without limitation outside legal counsel and expert witnesses, represents another party in any judicial, administrative, or otherwise adverse proceeding to which CFX is a party or has an interest and the interest of such client is or foreseeably may become adverse to CFX's.
- (B) For the purposes of this provision, "proceeding" shall not be limited to formal proceedings but shall additionally include any matter in which CFX's interests are or could foreseeably become in conflict with the interests of another party that the Consultant represents (e.g., pre-suit or post-suit work, contractual disputes, and real property negotiations, etc.).
- (C) Any such conflict must:
 - (1) Be disclosed on the CFX-provided disclosure form;
 - (2) May only be waived by the Board; and
 - (3) Unless waived by the Board, shall result in termination of the Consultant's services to CFX regardless as to whether such termination is otherwise contemplated in the provisions of any contract existing between CFX and such Consultant.
- 3.8.2 Imputation of Conflicts of Interest. While Consultants are associated in an entity or firm, none of them may knowingly represent another party when any one of them practicing alone would be prohibited from doing so under **Subsection 3.8.1** above.

3.8.3 Limited Delegation to Ethics Officer

- (A) The foregoing provisions of this Section notwithstanding, the Ethics Officer, or the designee thereof, with the concurrence of the Executive Director, is hereby delegated the limited authority to waive conflicts of interests that occur as a result of **Subsection 3.8.2** above under the following circumstances:
 - The subject matter for which the imputed member of a shared entity or firm represents a client whose interest is or could foreseeably become adverse to CFX is wholly and distinctly different from the representation provided by the Consultant to CFX;
 - (2) The Consultant provides written assurances that internal measures have been adopted by the entity or firm to ensure that information gained while representing CFX is not shared or leaked to any person or part of the firm or entity who is representing a client with any interest that is, or foreseeably could become, adverse to the interest of CFX; and
 - (3) The representation is not prohibited by law.
- (B) Nothing in this provision should be construed as granting any entitlement to such a conflict waiver by the Ethics Officer. The Ethics Officer shall have the sole discretion in making any such waiver determinations and may bring forth any such waiver requests to the Board if they deem so-doing to be appropriate.

Section 3.9 Public Officer Voting Requirements

- 3.9.1 **Voting Disclosure Requirements.** In accordance with this CFX Code of Ethics, Public Officers must, in addition to the State voting disclosure requirements as found in Section 112.3143, Florida Statutes, disclose when:
 - (A) They are a Business Associate of any person bringing a matter before the board/committee on which they sit; or
 - **(B)** A matter before the board/committee on which they sit will benefit any person with whom they knowingly were a Business Associate in the previous two-year period.

3.9.2 **Voting Abstention Requirements**

- (A) In accordance with this CFX Code of Ethics, Public Officers must, in addition to the State voting abstention requirements as found Section 112.3143, Florida Statutes, abstain from voting on any matter coming before the board/committee on which they sit, if:
 - (1) The matter is brought by or benefits a person with whom they knowingly are a Business Associate at the time of the vote; or
 - (2) The matter is brought by or benefits a person with whom they knowingly were a Business Associate within the two-year period prior to the matter coming before the applicable board/committee.
- **(B)** The basis for abstaining from the vote shall be "an appearance or perception of conflict" and the Public Officer shall:
 - (1) Prior to the vote being taken, publicly state to the assembly the nature of their interest in the matter from which they are abstaining from voting; and
 - (2) Within 15 days after the vote occurs, disclose the nature of their interest as a public record by use of Form 8-B, which must be filed with the person responsible for recording the minutes of the meeting. Any such Form 8-B shall be incorporated into the minutes of the meeting at which they abstained.

Section 3.10 Political Activity

- 3.10.1 The Board hereby adopts Section 104.31, Florida Statutes, as may be amended from time to time, and hereby makes it applicable to CFX and incorporates it herein as though fully set forth in this CFX Code of Ethics.
- 3.10.2 More specifically, no Public Officer or employee of CFX shall use their official authority or influence for the purpose of:
 - (A) Interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.
 - (B) Directly or indirectly coercing or attempting to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes. (Nothing in this paragraph prohibits an employee from suggesting to another employee in a noncoercive manner that they may voluntarily contribute to a fund which is

- administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes).
- (C) Directly or indirectly coercing or attempting to coerce, command, or advise any such other officer or employee as to where they might purchase commodities or interfering in any other way with the personal right of such other officer or employee.
- 3.10.3 The provisions of Section 104.31, Florida Statutes, shall not be construed so as to prevent any person from becoming a candidate for and actively campaigning for any elective office in this state. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates. For more information, see Section 104.31, Florida Statutes.

Division III: Florida Code of Ethics Requirements

Section 3.11 Financial Disclosure Forms

- 3.11.1 Form 1: Statement of Financial Interest shall be filed electronically with the Florida Commission on Ethics in accordance with Section 112.3145(2)(b), Florida Statutes, each year and as otherwise provided by law, by the following individuals:
 - (A) CFX's Executive Director and Chief Financial Officer;
 - (B) Any CFX employee/purchasing agent having the authority to make, on behalf of CFX, a purchase exceeding the threshold amount provided for in Section 287.017, Florida Statutes, for CATEGORY TWO (which, at the time of adoption of this provision, is \$35,000.00);
 - (C) Any other individuals as required by applicable Florida law or elsewhere in this CFX Code of Ethics; and
 - (D) Committee Members, as provided in Section 3.7: Financial Disclosure for Committee Members above.
- 3.11.2 Board Members are required to file **Form 6: Full and Public Disclosure of Financial Interests** electronically with the Florida Commission on Ethics in accordance with Section 112.3144(1)(b), Florida Statutes, each year and as otherwise provided by law.
- 3.11.3 Any individual hereunder required to file either a Form 1 or a Form 6 must annually do so by July 1 of each year. A grace period is in effect until September 1.

Section 3.12 Gift Disclosure Forms

- 3.12.1 Reporting Individuals, as defined in **Subsection 3.4.1(H)** above, are prohibited from:
 - (A) Soliciting any gift from a vendor doing business with CFX, a political committee as defined in Section 106.011, Florida Statutes, or a lobbyist who lobbies CFX, or the partner, firm, employer, or principal of such lobbyist, where such gift is for the personal benefit of the Reporting Individual, another Reporting Individual, or any member of the immediate family (i.e., parent, spouse, child, or sibling) of the Reporting Individual.

(B) From knowingly accepting, directly or indirectly, a gift from a vendor doing business with CFX, a political committee as defined in Section 106.011, Florida Statutes, or a lobbyist who lobbies CFX, or directly or indirectly on behalf of the partner, firm, employer, or principal of a lobbyist, if they know or reasonably believe that the gift has a value in excess of \$100; however, such a gift may be accepted by such person on behalf of a governmental entity or a charitable organization. If the gift is accepted on behalf of a governmental entity or charitable organization, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.

3.12.2 The foregoing notwithstanding:

- (A) A Reporting Individual may accept a gift having a value in excess of \$100 from an entity of the legislative or judicial branch, a department or commission of the executive branch, a water management district created pursuant to Section 373.069, Florida Statutes, South Florida Regional Transportation Authority, a county, a municipality, an airport authority, or a school board if a public purpose can be shown for the gift.
- (B) Any Reporting Individual who has received any such gifts is required, annually and no later than by July 1, to electronically file Form 10: Annual Disclosure of Gifts from Governmental Agencies and Direct-Support Organizations and Honorarium Event Related Expenses with the Florida Commission of Ethics to disclose any applicable gifts received. There is no requirement to file Form 10 unless there is an applicable gift to report within the year prior to the July 1 filing date.
- 3.12.3 In accordance with Section 112.3148(8), Florida Statutes, each Reporting Individual is required to file **Form 9: Quarterly Gift Disclosure (Gifts Over \$100)**, not later than the last day of each calendar quarter (i.e., March 31, June 30, September 30, or December 31), for the previous calendar quarter, containing a list of gifts which they believe to be in excess of \$100 in value, if any, accepted by them, for which they did not provide compensation to the donor within 90 days of receipt of the gift to reduce the value to \$100 or less, except the following:
 - (A) Gifts from Relatives, as defined in **Subsection 3.4.1(I)** above;
 - (B) Gifts which the Reporting Individual are prohibited from accepting by Sections 112.313(4) and 112.3148(4), Florida Statutes.
 - (C) Gifts that instead need to be disclosed using Form 10, as discussed above.

There is no requirement to file Form 9 unless there is an applicable gift to report within the preceding quarter.

Section 3.13 Unauthorized Compensation

- 3.13.1 For the purposes of this Section and **Section 3.14: Disclosure or Use of Certain Information** below, "attorney of CFX" shall have the same meaning as "local government attorney" as provided in Section 112.313(16), Florida Statutes.
- 3.13.2 In accordance with Section 112.313(4), Florida Statutes, no Public Officer, employee, or attorney of CFX, or their spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such Public Officer, employee, or attorney of CFX knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in

which the Public Officer, employee, or attorney of CFX was expected to participate in their official capacity.

Section 3.14 Disclosure or Use of Certain Information

3.14.1 A current or former Public Officer, employee, or attorney of CFX may not disclose or use information not available to members of the general public and gained by reason of their official position, except for information relating exclusively to CFX practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

Section 3.15 Public Officer Voting Requirements

3.15.1 Requirement to Vote

- (A) In accordance with Section 286.012, Florida Statutes, Public Officers who are present at a meeting at which an official decision, ruling, or other official act is to be taken or adopted by the board/committee on which they sit may generally not abstain from voting in regard to any such decision, ruling, or act.
- (B) An exception to such mandatory voting requirement exists with respect to any Public Officer should there be or appear to be a possible conflict of interest under Sections 112.311, 112.313, 112.3143, Florida Statutes, or additional or more stringent standards or conduct, such as this CFX Code of Ethics.

3.15.2 **Voting Disclosure Requirements**

- (A) Public Officers are required to publicly disclose conflicts of interest as provided in Section 112.3143, Florida Statutes. More specifically:
 - (1) Without disclosing the nature of their interest in the matter, no Public Officer shall "participate", defined as any attempt to influence the decision by oral or written communication made by the Public Officer or at their direction, in any matter:
 - (a) Which would inure to their own special private gain or loss;
 - (b) Which they know would inure to the special private gain or loss of any principal by whom they are retained or to the parent organization or subsidiary of a corporate principal by which they are retained; or
 - (c) Which they know would inure to the special private gain or loss of a Relative or Business Associate of the Public Officer.
 - (2) Such disclosure shall be made by use of Form 8-B: Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, which must be filed with the person responsible for recording the minutes of the applicable board/committee meeting prior to the meeting in which consideration of the matter will take place and shall be incorporated into the minutes. Any such Form 8-B filed shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of the Form 8-B.
 - (3) In the event that such disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A Form 8-B disclosing the

nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such Form 8-B filed shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of the Form 8-B.

- 3.15.3 **Voting Abstention Requirements.** Public Officers are required to abstain from voting due to conflicts of interest as provided in Section 112.3143, Florida Statutes. More specifically:
 - (A) No Public Officer shall vote in an official capacity upon any measure:
 - (1) Which would inure to their special private gain or loss;
 - (2) Which they know would inure to the special private gain or loss of any principal by whom they are retained or to the parent organization or subsidiary of a corporate principal by which they are retained, other than an agency as defined in Section 112.312(2), Florida Statutes; or
 - (3) Which they know would inure to the special private gain or loss of a Relative or Business Associate of the Public Officer.
 - (B) Any such Public Officer shall:
 - (1) Prior to the vote being taken, publicly state to the assembly the nature of their interest in the matter from which they are abstaining from voting, and
 - (2) Within 15 days after the vote occurs, disclose the nature of their interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Division IV: Guidance

Section 3.16 Ethics Officer Guidance

- 3.16.1 Any Public Officer or employee who is in doubt regarding the applicability of this CFX Code of Ethics may seek written guidance from the Ethics Officer concerning the applicability of this CFX Code of Ethics or any provision herein.
- 3.16.2 The foregoing notwithstanding, any guidance provided by the Ethics Officer to a Public Officer as to any specific statutory or regulatory conflict of interest or public ethics requirement may be relied upon by such Public Officer only to the extent applicable to the specific CFX-office they hold.
- 3.16.3 Public Officers holding multiple public offices shall seek guidance regarding the applicability of statutory or regulatory conflict of interest and/or public ethics requirements from the Florida Commission on Ethics.

Section 3.17 Training Requirements

3.17.1 In accordance with Section 348.753(13), CFX employees shall be adequately informed and trained on the CFX Code of Ethics and continually participate in ongoing ethics education.

3.17.2 All new Public Officers and employees shall be provided an orientation which includes detailed briefings on this CFX Code of Ethics; Florida's Government in the Sunshine Law, and Public Records.

Section 3.18 Reporting of Violations

- 3.18.1 CFX shall establish and maintain a system of accepting reports of violations of this CFX Code of Ethics, as well as any suspected unethical, unsafe, or illegal acts or behavior, which shall be administered by a third-party vendor. There shall be an option that any such violation report may be filed anonymously.
- 3.18.2 The Ethics Officer shall be responsible for investigating and filing an investigative report in response to all violation reports submitted, including any such violation report received by means other than the above-referenced reporting system; except in circumstances where the Ethics Officer is the subject of any such violation report, at which point a third-party investigator hired by CFX shall be responsible for investigating and filing such investigative report.
- 3.18.3 The Ethics Officer may delegate their responsibility to investigate and file a report to their designee, or to an independent consultant hired by CFX, should the Ethics Officer deem doing so to be appropriate.
- 3.18.4 All Public Officers, employees, and Consultants of CFX shall be conspicuously provided information regarding how to use the anonymous reporting system without fear of retaliation.



A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING THE CFX CODE OF ETHICS

WHEREAS, the Central Florida Expressway Authority ("CFX") has adopted the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and the ethical standards set forth in Section 348.753(6) to (15), Florida Statutes, as part of its Code of Ethics; and

WHEREAS, Section 348.753(12), Florida Statutes, provides that "the code of ethics policy shall be reviewed and updated by the ethics officer and presented for board approval at a minimum of once every 2 years"; and

WHEREAS, Section 348.753(7), Florida Statutes, provides that "the authority's general counsel shall serve as the authority's ethics officer"; and

WHEREAS, on April 14, 2022, the CFX Governing Board re-adopted the CFX Code of Ethics that it had previously adopted by Resolution 2020-404; and

WHEREAS, CFX General Counsel reviewed such previously adopted CFX Code of Ethics and determined that it should be revised to provide more clarity and guidance to CFX's Board Members, Committee Members, employees, and Consultants; and

WHEREAS, there have been no ethics issues in the past two years that have prompted any such changes to the pre-existing CFX Code of Ethics; and

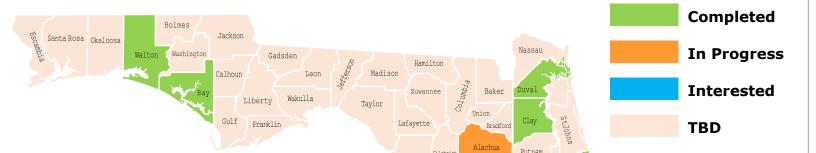
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

- 1. The CFX Code of Ethics attached to this resolution, has been reviewed and revised by CFX General Counsel, and is hereby adopted in accordance with Section 348.753(12), Florida Statutes; and
- 2. By adopting the attached CFX Code of Ethics, the CFX Governing Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the CFX Governing Board regarding the subject matter contained therein, including without limitation Resolution 2020-404.

A	DOPTED this day of Se	eptember 2024.
		Brandon Arrington, CFX Board Chairman
ATTEST:	Regla ("Mimi)" Lamaute	
	Manager of Board Services	Approved as to form and legality:
		Angela J. Wallace, General Counsel

F. 2.





Hardee

DeSoto

Collier

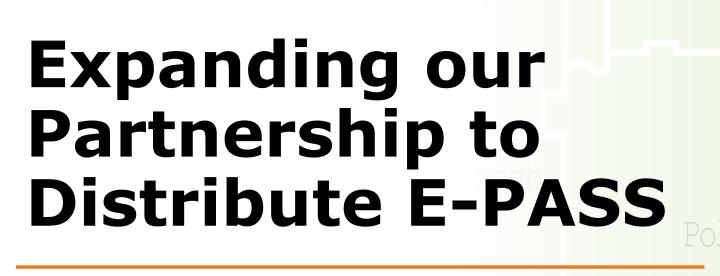
Broward

Enhancing Customer Service with Regional Partners

- Established first Tax Collector partnership in 2021
- Provides more efficient processing customer registration holds
- Integrated systems for seamless customer transaction
- Processing registration holds in 25 counties

Engaged with nearly 50% of Florida Tax Collectors





Osceola

AUTHORITY

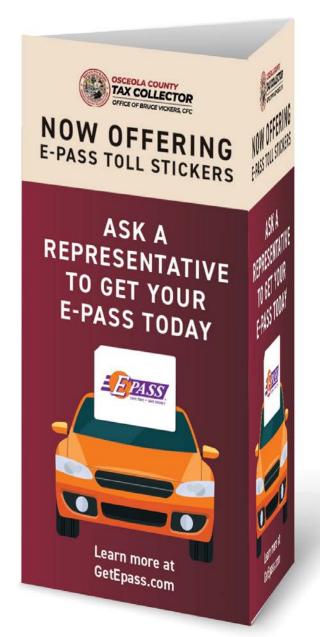
Seminore

Orange



Hardee

Piloted customerfirst model with Osceola County Tax Collector





Volusia

Engaging with Seminole and Orange Counties Tax Collector

Lake

Seminole

Orange







Evolving our Customer Offerings

Direct Connect with Tax Collector



Distribution of E-PASS in-person



Self-Service Technology











Customer Journey with Self Service Technology



Download E-PASS app Provide required account info

Get
E-PASS by
scanning
QR code
on kiosk

Affix E-PASS sticker to windshield

Drive & Pay Less



