AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 9, 2025
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 14, 2025 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. **SR 417 SANFORD AIRPORT CONNECTOR PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY –** *Glenn Pressimone, Chief of Infrastructure and Amanda Ashby, Acting Project Manager, Ardurra Group, Inc.* (action item)

2. **THIRTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF SENIOR LIEN REVENUE BONDS SERIES 2025A –** *Lisa Lumbard, Chief Financial Officer* (action item)

(CONTINUED ON NEXT PAGE)

3. **FLORIDA TRANSPORTATION COMMISSION FY2024 REPORT –** *Lisa Lumbard, Chief Financial Officer* (info item)

4. **LANDSCAPE MANAGEMENT PROGRAM STRATEGIC PLAN –** *Glenn Pressimone, Chief of Infrastructure and Christina Hite, Founding Partner, Dix.Hite+Partners, Inc.* (action item)

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 14, 2025

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

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A. CALL TO ORDER

The meeting was called to order at approximately 9:03 a.m. by Chairman Maier.

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

Staff Present at Dais:
Cristina Berrios, Deputy General Counsel
Mimi Lamaute, Manager of Board Services/Board Recording Secretary
Michelle Maikisch, Executive Director

Non-Voting Advisor Not Present:
Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- **Public Comment (Written):** There were no written public comments received by the deadline.

- **Public Comments (In-Person):** The following members of the public commented:

    - Commissioner Nicole Wilson: Split Oak / Eagles Roost
    - Wes Hodge representing Commissioner Martinez Semrad: SR 534 Project

Commissioner Katie Delaney arrived at this time: 9:07 a.m.

    - Matthew Silverman: Split Oak
    - Marcel Spitz: Split Oak
    - Gabriel Diaz: SR 534 Project
    - Leonard Mobley: Split Oak
    - Michael Lella: Southport Connector
    - Bradley Hardee: Osceola Parkway Extension
    - Kerrilynn MacCarone: Split Oak
    - Colin Baily: SR 534 Project

C. APPROVAL OF JUNE 12, 2025 BOARD MEETING MINUTES

A motion was made by Commissioner Arrington and seconded by Commissioner Delaney to approve the June 12, 2025 Board Meeting minutes as presented. The motion carried unanimously with all ten (10) Board Members in attendance voting AYE by voice vote.

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	($ 18,380.59)
Project 417-142	Prince Contracting, LLC	$ 448,917.59
Project 417-149	Sacyr Construccion SA, Inc.	$ 39,345.61
Project 417-150	Sacyr Construccion SA, Inc.	$ 24,165.64
Project 429-152	Prince Contracting, LLC	$ 553,175.51
Project 599-407	D3Energy, LLC	$ 31,841.29
Project 599-669	Chinchor Electric, Inc.	$ 6,049.93

2. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $25,743.15)

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3. 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: $16,184.15)

4. Approval of Contract Award to Civil/Site Engineering, Inc. for Construction Engineering and Inspection Services (CEI) for SR 408/Tampa Avenue Interchange and SR 408 Eastbound Lane Addition OBT (SR 441) to I-4, Project Nos. 408-315 & 408-315A, Contract No. 002220 (Agreement Value: $15,790,000.00)

5. Approval of Contract Award to Advance Roofing, Inc. for Systemwide Plaza Building Repairs and Roof Replacements, Project No. 599-765, Contract No. 002221 (Agreement Value: $3,119,900.00)

6. Approval of Contract Award to Adaptive Consulting Engineers, LLC for Construction Engineering and Inspection Services (CEI) for CR 532 Widening from Lake Wilson Road to US 17/92, Project No. 538-235A, Contract No. 002224 (Agreement Value: $6,050,000.00)

7. Approval of Contract Award to Sema Construction, Inc. for Lake Needham Bridge Compaction Grouting, Project No. 516-237C, Contract No. 002243 (Agreement Value: $2,538,465.00)

8. Approval of Contract Award to S & D Industrial Painting, Inc. for SR 417 & SR 408 Concrete Coatings, Project No. 599-770, Contract No. 002245 (Agreement Value: $2,265,231.58)

ENGINEERING

9. Approval of Supplemental Agreement Nos. 6 & 7 with TLP Engineering Consultants, Inc. for Design Services for SR 408 Tampa Avenue Interchange, Project No. 408-315, Contract No. 001617 (Agreement Values: $152,237.91 and $1,101,082.05)

10. Approval of Supplemental Agreement Nos. 3 & 4 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4, Project No. 408-315A, Contract No. 001905 (Agreement Values: $324,578.54 and $895,385.87)

EXECUTIVE

11. Approval of Resolution Adopting Article 1 (“Travel Policy”) of Chapter 1 (“Administration”) of the CFX Code

FINANCE

12. Approval of Piggyback Agreement with Nelson Mullins Riley & Scarborough LLP for Bond Counsel Legal Services, Contract No. SCON-10000294 (Agreement Value: $300,000.00)

13. Approval of Change Order to the Purchase Order to Workday, Inc. for Enterprise Resources Planning System Software, Project No. 599-563, Purchase Order No. 006186 (Agreement Value: $768,861.00)

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INTERNAL AUDIT

14. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2025 Right of Way Audit
    b. Fiscal Year 2025 Intelligent Transportation Systems (ITS) Security Review
    c. Fiscal Year 2026 Internal Audit Plan, Risk Assessment, and Internal Audit Department Charter

LEGAL

15. Approval of Landon, Moree & Associates, Inc. as a Subconsultant to Durrance & Associates, P.A. for Appraisal Services, Contract No. 002218

16. Approval of Supplemental Agreement No. 1 with Marchena and Graham, P.A., for Engagement for Legal Services, Contract No. 002237 (Agreement Value: $1,350,000.00)

17. Approval of Supplemental Agreement No. 1 with Roper, Townsend & Sutphen, P.A., for Engagement for Legal Services, Contract No. 002229 (Agreement Value: $1,350,000.00)

18. Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 408 Widening Project, Segment 408-315, Parcels 31-205 and 31-705

19. Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 534, Segment 534-244, Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870 and 534-877

20. Approval of Settlement Agreement between CFX and Robert Michael Cox and Adrienne Susanne Johnson in the matter of CFX v. W.T. Paul Liau Trustee, et al., Project: SR 538 Poinciana Parkway Extension, Segment 538-235, Parcel 53-211 A-C

21. Approval of Resolution of the Central Florida Expressway Authority Amending Article 1 (“Property Acquisition, Disposition and Permitting Policy”) of Chapter 13 (“Real Property”) of the CFX Code

MAINTENANCE

22. Approval of Cloverleaf Corporation as Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services for SR 408, SR 417 and SR 528, Contract No. 002062

23. Approval of 24 Landscaping LLC and New Mark Tree and Lawn Care Service, Inc. as Subcontractors to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX’s Headquarters and E-PASS Service Center, Contract No. 002089

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24. Approval of New Mark Tree and Lawn Care Service, Inc. as Subcontractor to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 429, SR 414, SR 451, SR 453 and SR 528, Contract No. 002118

25. Approval of Contract Award to Blurock, LLC for Pressure Washing Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 002124 – SBE (Agreement Value: $325,000.00)

26. Approval of Contract Award to Stark Tech Services, LLC for CFX Headquarters Chiller Replacement, Project No. 408-440, Contract No. 002242 (Agreement Value: $3,020,000.00)

PROCUREMENT

27. Approval of Resolution Amending ("CFX") Article 1 ("Procurement Policy") and Article 2 ("Protest Resolution Policy") of Chapter 10 ("Procurement") of the CFX Code

RISK MANAGEMENT

28. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $315,000.00)

TECHNOLOGY/TOLL OPERATIONS

29. Approval of Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services, Contract No. SCON-10000290 (Agreement Value: $1,915,000.00)

30. Approval of Second Contract Renewal and Supplemental Agreement No. 2 with KPMG, Inc. for Information Technology Services Consultant, Contract No. 001798 (Agreement Values: $771,000.00 and $529,000.00)

31. Approval of Supplemental Agreement No. 1 with TransCore, LP Inc. for Product Purchase, Contract No. 001939 (Agreement Value: $3,000,000.00)

32. Approval of Purchase Order to Dasher Technologies, Inc. for Backup Systems Hardware, Project No. 599-570 (Agreement Value: $715,000.00)

TRAFFIC OPERATIONS

33. Approval of Contract Award to TransCore ITS, LLC for Systemwide Maintenance of Intelligent Transportation Systems (ITS) Infrastructure, Contract No. 002223 (Agreement Value: $14,896,875.00)

34. Approval of Moffatt & Nichol, Inc. as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215

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Commissioner Parks declared a voting conflict with Preferred Governmental Insurance Trust (Consent Agenda Item #28 - Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT)). Voting Conflict Form 8B is attached as **Exhibit "A."**

Mayor Demings requested Consent Agenda Item #19 - Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 534, Segment 534-244, Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870 and 534-877, be pulled for further discussion.

A motion was made by Commissioner Herr and seconded by Commissioner Delaney to approve the Consent Agenda with the exception of Items #19 and #28. The motion carried unanimously with all ten (10) Board Members in attendance voting AYE by voice vote.

A motion was made by Mr. Pullum and seconded by Mayor Demings to approve Item #28 of the Consent Agenda. The motion carried with nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Parks abstained from voting.

Discussion ensued regarding Item #19 which included background on the agenda item, the process for CFX projects, chronological events, eminent domain matters involving Orange County, and the project's reliance on the identified parcels.

Mr. Glenn Pressimone, Chief of Infrastructure; Ms. Cristina Berrios, Deputy General Counsel; and Ms. Michelle Maikisch, Executive Director provided additional information on the project including the project's location, parcel and easements, approval history, purpose, eminent domain procedures, negotiation process, conservation easements, and next steps.

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve Item #19 - Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 534, Segment 534-244, Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870 and 534-877 of the Consent Agenda. The motion carried with seven (7) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Commissioner Delaney, Mayor Demings and Commissioner Moore, voting NAY.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Maier reported that:

- CFX received significant recognition for recent accomplishments. In July, Moody's upgraded the agency's credit rating to AA3, while S&P Global reaffirmed its AA rating with a stable outlook. Both

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agencies cited strong financial management, effective governance, and the agency's essential regional role.

- Additionally, CFX earned the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the 20th consecutive year, reflecting its ongoing commitment to transparency and accountability.

2. TREASURER'S REPORT

Commissioner Herr reported that as of the end of June toll revenue was $745,000,000.00, which is 1% below projections and 5% above prior year. This includes tolls being suspended for 11 days in October due to Hurricane Milton. The 11-day suspension accounts for 100% of the variance.

Total Operations, Maintenance and Administrative expenses were $125,500,000.00 year-to-date, which is 14.4% under budget. After all year-end accruals are finalized, expenses are projected to be 5% under budget.

After debt service, the total net revenue available for projects was $424,000,000.00.

Commissioner Herr noted that due to the ongoing close out of fiscal year 2025 these may not be 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:

- Recently CFX has been recognized by several organizations for the innovative Flex lanes program that has been implemented on SR 417 and SR 429.

- In June, TEAMFL in partnership with the Florida Transportation Builders' Association awarded CFX the 2025 Expressway Authority Project of the Year for the SR 417 Widening Project from International Drive to John Young Parkway, that features the new Flex Lanes. This award recognizes outstanding achievements in construction that support Florida's leadership in innovative and high-quality transportation infrastructure.

- CFX's Communications team along with their project partner, Quest Corporation of America, was awarded the 2025 Sunshine District Award by the Public Relations Society of America, in recognition of the outstanding engagement and public relations efforts surrounding the Flex Lanes program. This statewide recognition highlights the team's excellence in strategic communication, including research, planning, implementation, and evaluation.

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- CFX was also awarded the Hispanic Chamber of Commerce 2025 Corporate Procurement of the Year award.

- Ms. Maikisch thanked Commissioner Parks for taking time to ride along with FHP Trooper Christian Lanza as he patrolled CFX's system. The invaluable partnership with FHP is greatly appreciated.

F. REGULAR AGENDA ITEMS

1. BUILDING UPON A VISION: CENTRAL FLORIDA'S TRANSPORTATION

Mr. Will Hawthorne, Director of Transportation Planning & Policy, presented the long-standing planning efforts by CFX and how those plans are now materializing. The timing is significant as CFX prepares to launch its 2055 Master Plan later this year. The presentation provided context on the evolution of transportation planning in the region, showcased the history of successful strategies that have shaped current progress, and set the stage for the next phase of long-term planning.

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

2. SOUTHPORT CONNECTOR EXPRESSWAY PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY UPDATE

Mr. Will Hawthorne, Director of Transportation Planning and Policy, provided an update on the status of the Southport Connector Expressway Project Development & Environment (PD&E). He detailed the project location, background on the project, PD&E study timeline and purpose and need. He also described the project benefits, study alternatives, Cypress Parkway segment, the East of Pleasant Hill Road segment, alternatives evaluation matrices, and advisory group feedback. Mr. Hawthrone described the stakeholder and public input, preferred alternative, and provided the details on the upcoming public meeting.

The Board members asked questions which were answered by Mr. Hawthorne.

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

3. MAINTENANCE UPDATE

Mr. Don Budnovich, Director of Maintenance, described CFX's infrastructure and provided an update on CFX's maintenance program, which includes roadway and bridge asset maintenance, landscape maintenance, facilities maintenance and other maintenance items such as traffic signals, the Road Ranger Program, bridge structure inspections, sign structure inspections and right of way permit inspections. Mr. Budnovich detailed the two innovative initiatives CFX has implemented for efficiency and safety, which consist of the impact detection sensors and Route Reports.

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The Board members asked questions which were answered by Mr. Budnovich.

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

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Chairman Maier;
- Commissioner Herr;
- Commissioner Arrington;
- Mayor Demings;
- Mr. Pullum;
- Mr. Martinez; and
- Commissioner Delaney.

Chairman Maier announced that the next board meeting is scheduled for October 9, 2025.

H. ADJOURNMENT

Chairman Maier adjourned the Board Meeting at approximately 11:10 a.m.

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_____	_____
Mr. Christopher "C.J." Maier Chairman Central Florida Expressway Authority	Ms. Mimi Lamaute Recording Secretary Central Florida Expressway Authority

Minutes approved on _____, 2025.

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.

Exhibit "A"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Parks, Sean M.	Central Florida expressway Board
MAILING ADDRESS 12135 Topaz Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☑ OTHER LOCAL AGENCY
CITY / COUNTY Clermont / Lake	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED August 14, 2025	MY POSITION IS: ☑ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Sean M. Parks, hereby disclose that on August 14, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I serve as a Board membver to PGIT. Agenda item #28 . I recuse myself of this vote to avoid ther perception of a conflict of interest.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8.12.25
Date Filed

Sean M. Parks
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

D.

Consent Agenda

CONSENT AGENDA
October 9, 2025

ADMINISTRATION

1. Approval of the Reappointment of Mr. Brian Battles to the Finance Committee by Board Member Christopher "C.J." Maier

BUSINESS OPPORTUNITIES

2. Approval of Resolution Repealing the Supplier Diversity Policy and Amending Article 1 (Procurement Policy) and Adopting Article 4 (Business Opportunities Policy) of Chapter 10 (Procurement) of the CFX Code

CONSTRUCTION

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

Project 417-142	Prince Contracting, LLC	$ 357,504.12
Project 417-149	Sacyr Construccion SA, Inc.	$ 39,024.95
Project 417-151	Ranger Construction Industries, Inc.	($ 129,078.77)
Project 429-152	Prince Contracting, LLC	$ 578,279.02
Project 516-238	Sema Construction, Inc.	$ 686,194.58
Project 528-181	Southland Construction, Inc.	($ 183,234.30)
Project 599-765	Advanced Roofing, Inc.	($ 1,326,026.00)

4. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $115,856.66)

5. Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149 (Agreement Value: $199,105.41)

6. Approval of Contract Award to PI Consulting Services, LLC for Systemwide Construction Engineering and Inspection Services (CEI) – (SBE), Contract No. SCON-10000366 (Agreement Value: $3,750,000.00)

CUSTOMER EXPERIENCE

7. Approval of First Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communication Consulting Services, Contract No. 001950 (Agreement Value: $2,092,000.00)

ENGINEERING

8. Approval of Atkinsrealis USA, Inc. as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145

9. Approval of Fifth Contract Renewal with Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: $7,556,720.00)

10. Approval of First Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. 001922 (Agreement Value: $1,700,000.00)

11. Approval of Agreement with Manatee County Natural Resources Department for Gopher Tortoise, CR 532 Widening from Old Lake Wilson Road to US 17/92, Project 538-235A (Agreement Value: not-to-exceed $313,200.00)

12. Approval of Mitigation Credit Purchases with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for SR 534 from SR 417 to Laureate Blvd., Project 534-241 (Agreement Value: not-to-exceed $1,099,500.00)

13. Approval of Mitigation Credit Purchases with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for SR 534 – Simpson Road Extension, Project 534-242A (Agreement Value: not-to-exceed $879,600.00)

14. Approval of Mitigation Credit Purchases with TM Econ MB Phase 1-3 d/b/a Holland Properties, Inc. for SR 534 from SR 417 to Laureate Blvd., Project No. 534-241 (Agreement Value: not-to-exceed $240,000.00)

FINANCE

15. Approval of First Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services Contract No. 001968 (Agreement Value: $364,000.00)

LEGAL

16. Approval of Resolution of CFX Declaring Property As Necessary for the Expressway System for Expressway System Project: SR 408 Widening Project, Segment 408-315, Parcel 31-805

17. Approval of Proposed Settlement Agreement Between CFX and Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest, LLC in the Matter of CFX v. Cra-Mar Groves, Inc., et al., for All Claims Related to Parcels 51-132A, 51-132B, 51-832 and 51-132C

18. Approval of Proposed Interlocal Agreement Regarding Installation of Utilities Along County Road 532 between the Central Florida Expressway Authority, the Tohopekaliga Water Authority, and Osceola County, related to Expressway System Project: SR 538, Poinciana Parkway Extension, Segment 538-232

MAINTENANCE

19. Approval of Third Contract Renewal with AutoBase Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: $2,320,572.60)

20. Approval of Piggyback Agreement with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security Services International for Armed Security Guard Services, Contract No. SCON-10000290 (Agreement Value: $475,000.00)

21. Approval of Cloverleaf Corporation as a Subcontractor to Jorgensen Contract Services LLC for Roadway & Bridge Maintenance Services, Contract No. 002062

22. Approval of Proposed Memorandum of Understanding between the State of Florida, Department of Transportation and the Central Florida Expressway Authority regarding the I-4 Ultimate Project and the interchange at Interstate Highway 4 and State Road 408

PUBLIC OUTREACH/COMMUNICATIONS

23. Approval of First Contract Renewal with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001935 (Agreement Value: $2,444,886.69)

24. Approval of First Contract Renewal with The Valerin Group, Inc. for Miscellaneous Public Information Services, Contract No. 001949 (Agreement Value: $830,000.00)

RISK MANAGEMENT

25. Approval of Contract Award to HUB Public Risk, Inc. for Insurance Broker Services, Contract No. SCON-10000364 (Agreement Value: $250,000.00)

TECHNOLOGY/TOLL OPERATIONS

26. Approval of Sixth Contract Renewal with Kyra Solutions, Inc. for Image Processing Solutions, Contract No. 001660 (Agreement Value: $1,630,000.00)

27. Approval of Purchase Order to Amtech Systems, LLC for Encompass 6 Automatic Vehicle Identification (AVI E6 Readers) and Antenna, Project Nos. 408-316A and 429-309 (Agreement Value: $227,850.00)

28. Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses Update and Support (Agreement Value: $155,127.41)

29. Approval of Updates to the E-PASS Customer Agreement (Previously Known as E-PASS User Agreement)

TRAFFIC OPERATIONS

30. Approval of Contract Award to SICE, Inc. for Systemwide Miscellaneous Intelligent Transportation Systems Upgrades, Project No. 599-571, Contract No. SCON-10000365 (Agreement Value: $11,209,584.96)

31. Approval of Proposed Supplemental Amendment Number 2 to the Locally Funded Agreement between the State of Florida, Department of Transportation (FDOT) and CFX regarding FDOT's Flex Lane/Part-Time Shoulder Use Operation Management and the Associated Proposed Three-Party Escrow Agreement between the State of Florida, Department of Transportation, CFX, and the Florida Department of Financial Services, Division of the Treasury (Agreement Value: $79,311.00)

The following items are for information only:

A. The following is a list of advertisement(s) from: August 17 to October 5, 2025
   1. 408-315 / 408-315A: SR 408/Tampa Avenue Interchange & SR 408 Eastbound Lane Addition Orange Blossom Trail (US 441) to I-4
   2. 429-183B & 429-183C: Design Consultant Services for SR 429 Widening from Schofield Road to North of Tilden Road
   3. 516-237: Construction Engineering and Inspection Services (CEI) for SR 516 Cook Road to Lake/Orange County Line
   4. 538-235A: CR 532 Widening Lake Wilson Road to US 17/92
   5. Pressure Washing of Bridges: 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. 417-186: SR 417/ Lee Vista Signal – Construction
   3. 516-236: SR 516 Segment 1 - US 27 to Cook Road – Construction
   4. 516-236: SR 516 US 27 to Cook Road – CEI Services
   5. 516-237: SR 516 Segment 2 - Cook Road to Lake/Orange County Line – Construction
   6. 534-244: SR 534 Segments 4/5 – CEI Services
   7. 534-266: SR 534 Segment 6 - Design
   8. 599-170E: Guardrail Protection - Construction
   9. 599-773: Systemwide Steel Bridge Coatings – Construction
   10. 599-774: Systemwide Butterfly Truss Coatings - Construction
   11. Systemwide CEI Services for Intelligent Transportation Systems, Lighting, and Tolling

CONSENT AGENDA ITEM #1

Brian Battles has been the Chief Financial Officer for the Arnold Palmer Group since January 2020. In this role he oversees budget development, financial reporting, accounts payable and receivable, tax preparation, treasury management, and banking for multiple companies, both for profit and not for profit. These companies specialize in Brand Licensing, Country Club Management, Golf Course Design, Event Management, and Cultivation of the Charitable Mission for the Palmer Legacy. Prior to joining the Arnold Palmer ecosystem, he was the City of Orlando's Deputy Chief Financial Officer as well as served in various positions within higher education, state, and local government including time in the Florida Governor's Office and a student term on the University of Central Florida Board of Trustees. He holds a Bachelor of Science in Business Administration with a focus on Finance and Economics from the University of Central Florida as well as a Master of Science in Political Science from Florida State University. This would be his second appointment as a Citizen representative on the Finance Committee, first supporting Jay Madara and now being put forward by Christopher Maier.

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Malaya Bryan
Director of Business Opportunities

DATE: October 1, 2025

SUBJECT: Approval of Resolution Repealing the Supplier Diversity Policy and Amending Article 1 (Procurement Policy) and Adopting Article 4 (Business Opportunities Policy) of Chapter 10 (Procurement) of the CFX Code

---

On August 8, 2024, by Resolution 2024-440, the Board established Chapter 10, CFX Code, entitled Procurement, and adopted Article 1, entitled Procurement Policy, modernizing its direction on CFX's procurement of goods and services.

Due to statutory revisions, staff recommends the elimination of the Supplier Diversity Policy and the creation of Article 4 entitled Business Opportunities Policy. The new policy creates a Small Business Enterprise Program and an Emerging Business Initiative. The new policy establishes thresholds and will provide clearer policy-level guidance to support the small business community.

Board approval of the Resolution repealing the Supplier Diversity Policy and amending Article 1 (Procurement Policy) and adopting Article 4 (Business Opportunities Policy) of Chapter 10 (Procurement) of the CFX Code is requested.

Reviewed by: _____
Lisa Lumbard, Chief Financial Officer

Resolution No. 2025-____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING CHAPTER 10 ("PROCUREMENT") OF THE CFX CODE BY AMENDING ARTICLE 1 ("PROCUREMENT POLICY") THERETO AND ADOPTING AND THEREIN INCORPORATING ARTICLE 4 ("BUSINESS OPPORTUNITIES POLICY"); AND REPEALING BD-1 ("SUPPLIER DIVERSITY PROGRAM POLICY").

WHEREAS, the Central Florida Expressway Authority (**"CFX"**), is empowered by Chapter 348, Part III, Florida Statutes (**"Establishing Statute"**), 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, on May 15, 2015, CFX adopted BD-1, entitled "Supplier Diversity Program Policy", which consolidated several previous supplier diversity related policies that had been adopted by the Governing Board of CFX (the **"Board"**) into one combined policy; and

WHEREAS, in accordance with changes made to the Establishing Statute by the Florida Legislature's adoption of Chapter 2025-155, and to modernize CFX's approach to encouraging the participation of local, small, and emerging businesses in its procurement of goods and services, the Board seeks to establish a "Business Opportunities Policy" to replace its previously adopted Supplier Diversity Program Policy; and

WHEREAS, on August 8, 2024, through Resolution 2024-440, CFX established Chapter 10 of the CFX Code, entitled "Procurement" and the Board finds that incorporating the Business Opportunities Policy into Chapter 10 would best align with its continuing efforts to consolidate and modernize CFX's Code of Policies.

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

1. Amendment to Chapter 10, Article 1. The following amendment is hereby made to Chapter 10, Article 1, CFX Code, entitled "Procurement Policy":

A. Section 10.20, CFX Code, entitled "**Small Business Enterprise Program**", is hereby amended as follows, with strikethrough text representing content to be removed, and underlined text signifying content to be added:

Section 10.1 ~~Small Business Enterprise Program~~ Business Opportunities

*10.1.1 ~~A **Small Business Enterprise Program** is hereby established as a procurement method to expedite the bidding and award process for small contracts between $50,000.00 and $200,000.00. The~~*

~~*Procurement Procedures Manual includes the process and guidelines for administering the Program.*~~ *The Board has adopted a Business Opportunities Policy administered by the Business Opportunities Department in collaboration with the Procurement Department.*

10.1.2 ~~*The Executive Director can authorize advertisement and award of small*~~ contracts ~~*valued between $50,000.00 and $200,000.00 each under the Small Business Enterprise Program to expedite the bidding and award process. Each award by the Executive Director that exceeds the Informal Procurement Threshold shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.*~~ *Refer to* ***Article 4: Business Opportunities Policy*** *for more information regarding CFX's procurement programs and initiative for small and local businesses.*

B. All other provisions of Article 1 shall remain in full force and effect as adopted by the Board in Resolution 2025-454.

2. **Adoption and Incorporation of Chapter 10, Article 4.** **Article 4,** entitled **"Business Opportunities Policy"**, as attached to this resolution, is hereby adopted and made part of Chapter 10, CFX Code. Any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained therein, including without limitation BD-1, is hereby repealed and superseded.

3. **Effective Date.** This resolution shall be effective as of the below-provided date of adoption.

ADOPTED this 9th day of October 2025.

_____
Christopher Maier, CFX Board Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

Approved as to form and legality:

_____
Cristina T. Berrios, Deputy General Counsel

Division I: General Provisions

Section 10.44 Title

The provisions of this Article shall be known and cited as the **"Business Opportunities Policy"**.

Adopted: 2025-___.

Section 10.45 Authority

10.45.1 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.

10.45.2 In accordance with Section 348.754(5), Florida Statutes, CFX is required to encourage the inclusion of local and small businesses in its procurement and contracting opportunities.

10.45.3 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2025-___.

Section 10.46 Statement of Policy

10.46.1 Recognizing the significant role CFX plays in creating opportunities for economic growth for the Central Florida region, the Governing Board (the **"Board"**) of CFX hereby establishes this Business Opportunity Policy to foster local innovation, strengthen community partnerships, and support a vibrant Central Florida economy by encouraging the participation of local and small businesses in CFX's procurement and contracting activities.

10.46.2 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 through 3 of this Chapter are hereby incorporated into this Article.

Adopted: 2025-___.

Division II: Small Business Enterprise ("SBE") Program

Section 10.47 Purpose and Scope

10.47.1 The purpose of the Small Business Enterprise (**"SBE"**) Program (the **"SBE Program"**) is to promote fair and increased access to contracting opportunities with CFX for qualified small businesses.

10.47.2 Participation in the SBE Program is based solely on a firm's financial size and independence, in accordance with Florida Statutes, including Section 337.027, Florida Statutes, and recognized third-party certifications.

10.47.3 The SBE Program is administered by CFX's Business Opportunities Department and applies to all construction, professional services, maintenance, and commodity procurements funded by CFX.

Adopted: 2025-___.

Section 10.48 Eligibility Requirements

10.48.1 To be eligible for recognition under the SBE Program, a business must:

(A) Be independently owned and operated, provide a commercially useful function, and possess all required licenses and authorizations;

(B) Meet the FDOT Small Business Size Standards (based on three-year average gross receipts):

(1) Construction/Maintenance: less than $20 million;

(2) Professional Services: less than $10 million;

(3) Non-Professional Services: less than $10 million.

(C) Hold current small business certification by FDOT, GOAA, Orange County, or the City of Orlando, or obtain direct certification by CFX under procedures established by the Business Opportunities Department.

10.48.2 All firms must submit an application to CFX's Business Opportunities Department certifying that:

(A) The firm meets all the above requirements, with supporting documentation attached; and

(B) The information submitted with the firm's application is true, complete, and not misleading.

Adopted: 2025-___.

Section 10.49 Graduation

10.49.1 A business shall graduate from the SBE Program when:

(A) Its three-year average gross receipts exceed the applicable FDOT Small Business Size standard provided in **Subsection 10.48.1(B)** above; or

(B) It has served as a prime contractor on CFX projects for five consecutive years.

10.49.2 Graduated firms will remain eligible to participate in CFX procurements but will no longer be counted toward SBE Program participation goals or objectives.

Adopted: 2025-___.

Section 10.50 Vendor Registration Requirement

10.50.1 All firms participating in the SBE Program must be registered as vendors with CFX through the Agency's Vendor Registry system. Vendor registration is mandatory and free of charge. Registration is required to receive solicitations, notices, and contracting opportunities.

10.50.2 SBE recognition does not replace vendor registration; firms must maintain both to be eligible for participation.

Adopted: 2025-___.

Section 10.51 SBE Direct Contracting

10.51.1 The Executive Director can authorize advertisement and award of small contracts valued up to $200,000.00 each to eligible SBEs under the Small Business Enterprise Program to expedite the bidding and award process.

10.51.2 Each award by the Executive Director exceeding the Informal Procurement Threshold, as established and adjusted in accordance with in **Section 10.8: Procurement Thresholds** above, shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Section 10.52 Participation in Procurement

10.52.1 The Business Opportunities Department, in collaboration with Procurement and other CFX staff, shall evaluate each solicitation to determine potential for SBE participation.

10.52.2 The SBE Program maintains a 15% SBE participation objective for procurements made Agency-wide. Only SBEs eligible under **Section 10.48: Eligibility Requirements** above shall count towards such participation objective.

10.52.3 Individual solicitations may include SBE participation objectives based on subcontracting potential and availability of certified firms.

(A) **Professional Services Contracts:** SBE participation may be incentivized through evaluation scoring or bonus points in proposal evaluations.

(B) **Construction and Maintenance Contracts:** SBE participation objectives shall generally align with the percent program goal and may be enforced through subcontracting commitments and good faith effort requirements.

10.52.4 The Director of Business Opportunities may adjust SBE participation objectives for individual solicitations to reflect project size, complexity, or availability.

10.52.5 SBE participation objectives may be waived upon demonstration of good faith efforts as defined in **Section 10.54: Good Faith Efforts** below.

Adopted: 2025-___.

Section 10.53 Prompt Payment Requirements

10.53.1 All prime contractors shall ensure timely payment to subcontractors and suppliers for work satisfactorily performed.

10.53.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-___.

Section 10.54 Good Faith Efforts

10.54.1 If a Respondent cannot meet the established SBE participation objective on a procurement solicitation, the Respondent must provide adequate documentation demonstrating that it made a good faith effort to meet such objective at the time of submission of its applicable procurement solicitation response.

10.54.2 Actions taken that may establish good faith effort include, but are not limited to:

(A) Providing certified SBEs with adequate advance notice of subcontracting opportunities;

(B) Dividing work into feasible portions;

(C) Providing adequate project information;

(D) Offering assistance with bonding, insurance, or credit needs;

(E) Negotiating in good faith;

(F) Submitting documentation of all SBE quotes received; and

(G) Replacing non-performing SBEs with another certified SBE before requesting approval to self-perform or substitute with a non-SBE. Any such substitution or removal requires prior written approval from CFX.

Adopted: 2025-___.

Section 10.55 Oversight and Enforcement

10.55.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with SBE Program requirements.

10.55.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of progress payments;

(C) Suspension from bidding; and

(D) Contract termination or debarment.

10.55.3 Failure to submit required SBE utilization forms at bid submission may render a proposal non-responsive.

10.55.4 The Director of Business Opportunities is authorized to prescribe procedures, forms, and reporting tools necessary to implement this section.

Adopted: 2025-___.

Section 10.56 Policy Review and Updates

10.56.1 The SBE Program shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-___.

Division III: Emerging Business Initiative ("EBI")

Section 10.57 Purpose and Scope

10.57.1 The purpose of the Emerging Business Initiative (**"EBI"**) is to expand contracting opportunities for businesses that meet the eligibility requirements by designating certain procurements as EBI set-asides.

10.57.2 The initiative is designed to allow qualified businesses to compete as prime contractors on CFX-funded contracts where the scope, size, and complexity are suitable for emerging business participation.

10.57.3 EBI is administered by CFX's Business Opportunities Department and applies to construction, maintenance, professional services, and other procurements as determined appropriate.

Adopted: 2025-___.

Section 10.58 Eligibility Requirements

10.58.1 EBI provides contracting opportunities to emerging businesses on CFX-designated projects estimated up to $5 million and when at least three EBI registered businesses are available and capable of performing the scope of work identified.

10.58.2 To be eligible for recognition under the EBI Initiative, a business must:

(A) Be located within Brevard, Lake, Orange, Osceola, or Seminole Counties;

(B) Employ 50 or fewer employees;

(C) Have all owner(s) be legal residents of the State of Florida;

(D) Must provide all required state and local licenses and certificate of business;

(E) Annual gross receipts, averaged over the previous three years, cannot exceed the applicable **"EBI Size Standard"** as follows:

(1) Commodities – $5 million

(2) Professional Services – $8 million

(3) Construction – $15 million

Adopted: 2025-___.

Section 10.59 Graduation

10.59.1 A business shall graduate from the EBI when:

(A) Its annual gross receipts exceed the applicable EBI Size Standard for three consecutive fiscal years; or

(B) It has served as a prime contractor on designated EBI set-aside contracts for five consecutive years.

10.59.2 Graduated firms will remain eligible for CFX procurements but will no longer be eligible for EBI set-asides.

Adopted: 2025-___.

Section 10.60 Vendor Registration Requirement

10.60.1 All EBI firms must be registered as vendors with CFX through the Agency's Vendor Registry system. Vendor registration is mandatory and free of charge.

Adopted: 2025-___.

Section 10.61 Participation in Procurement

10.61.1 The Business Opportunities Department, in collaboration with Procurement, shall evaluate solicitations to determine if an EBI set-aside designation is appropriate.

10.61.2 Contracts may be designated as EBI set-asides when sufficient availability of qualified EBI firms exists.

10.61.3 Only registered EBIs may submit bids for contracts designated as set-asides. For non-set-aside contracts, EBIs may participate in the open market as primes or subcontractors.

Adopted: 2025-___.

Section 10.62 Prompt Payment Requirements

10.62.1 Should a prime contractor choose to utilize subcontractors and/or suppliers, they must ensure timely payment for work satisfactorily performed.

10.62.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-___.

Section 10.63 Oversight and Enforcement

10.63.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with EBI requirements.

10.63.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of payments;

(C) Suspension from bidding; and/or

(D) Contract termination or debarment.

Adopted: 2025-___.

Section 10.64 Policy Review and Updates

10.64.1 The EBI shall be reviewed annually.

10.64.2 Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent not in conflict with this Article, while policy changes require Board approval.

Adopted: 2025-___.

END OF ARTICLE 4

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.
Director of Construction

DATE: September 24, 2025

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 ($) October 2025	Total Amount ($) to Date*	Time Increase or Decrease
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Parkkway to Landstar Boulevard	$ 116,845,417.00	$ 4,588,187.54	$ 357,504.12	$ 121,791,108.66	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	$ 77,876,338.00	$ 2,986,415.84	$ 39,024.95	$ 80,901,778.79	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	$ 61,810,653.72	$ 1,156,221.58	$ (129,078.77)	$ 62,837,796.53	0
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	$ 177,987,429.00	$ 5,579,460.30	$ 578,279.02	$ 184,145,168.32	0
516-238	Sema Construction, Inc.	SR 516 From Lake-Orange County Line to SR 429	$ 218,890,000.00	$ 11,364,554.79	$ 686,194.58	$ 230,940,749.37	0
528-181	Southland Construction, Inc.	SR 528 Turkey Creek Tropical Storm Ian Erosion	$ 2,626,262.62	$ -	$ (183,234.30)	$ 2,443,028.32	0
599-765	Advanced Roofing, Inc.	Systemwide Building Repairs and Roof Replacements	$ 3,119,900.00	$ -	$ (1,326,026.00)	$ 1,793,874.00	0
				TOTAL	**$ 22,663.60**		

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

Reviewed By: _____
Glenn M. Pressimone, P.E., Chief of Infrastructure

Project 417-142: SR 417 Widening from John Young Pkwy to Landstar Blvd
Prince Contracting, LLC
SA 417-142-1025-15

Approach Slab Overlay at Orange Avenue

Overlay the existing northbound approach slab at SR 417 over Orange Avenue to correct a low point and improve ride quality.

ADD THE FOLLOWING ITEM:		
Approach Slab Overlay at Orange Avenue	$	56,577.47

Electrical Power Service Wire Upgrades

The actual electrical service point locations for Load Center B and Load Center C varied from the locations shown in the plans. The change in service point locations required additional lengths of larger sized conductor.

ADD THE FOLLOWING ITEM:		
Electrical Power Service Wire Upgrades	$	79,376.29

Plan Revision 8

Plan Revision 8 revised the roadway geometry of the southbound SR 417 lanes to correct cross slopes and facilitate an increased rate of positive roadway drainage.

ADD THE FOLLOWING ITEM:		
Plan Revision 8	$	25,550.27

Plan Revision 3

Plan Revision 3 added conduit channel covers to 16 overhead sign structure uprights.

ADD THE FOLLOWING ITEM:		
Plan Revision 3	$	196,000.09

TOTAL AMOUNT FOR PROJECT 417-142	**$**	**357,504.12**

Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.
Sacyr Construccion SA, Inc.
SA 417-149-1025-16

Modifications to Intelligent Transportation System (ITS) Cabinets

Modify the shelf spacing and device locations within 13 ITS device cabinets to improve safety and increase accessibility for maintenance.

ADD THE FOLLOWING ITEM:		
Modifications to Intelligent Transportation System (ITS) Cabinets	$	39,024.95
TOTAL AMOUNT FOR PROJECT 417-149	**$**	**39,024.95**

Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road
Ranger Construction Industries, Inc.
SA 417-151-1025-10

Furnish and Install Aboveground 6-2" Rigid Galvanized Steel (RGS) Conduit
Provide labor, material and equipment to install 360 LF of 6-2" RGS aboveground conduit.

ADD THE FOLLOWING ITEM:		
Furnish and Install Aboveground 6-2" RGS Conduit	$	58,784.40

Optional Base Group Thickness Adjustments
The Contract contains a provision to adjust payment based on the actual thickness of roadway base constructed. In accordance with the Contract specifications, the Engineer has calculated the following adjustments.

ADD THE FOLLOWING ITEMS:		
Thickness Adjustment for Limerock Base Group 04	$	584.44
Thickness Adjustment for Limerock Base Group 06	$	5,182.43
Thickness Adjustment for Limerock Base Group 09	$	1,235.32
Thickness Adjustment for Limerock Base Group 10	$	693.71
Thickness Adjustment for Limerock Base Group 11	$	27,463.09
SUBTOTAL THIS CHANGE:	$	35,158.99

MOT Hurricane Milton
Provide labor, material, and equipment to remove all non-essential MOT devices prior to Hurricane Milton and reinstall after the storm passed.

ADD THE FOLLOWING ITEM:		
MOT Hurricane Milton	$	63,395.00

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 September 2023 to August 2025. During this period of time $21,345,361.44 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustment: September 2023 to August 2025	$	74,323.67

Bituminous Price Index Adjustment
The Contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater or less than 5% of the bid/base price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the project for the period of September 2023 to August 2025.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustment: September 2023 to August 2025	$	284,479.78

Final Quantities for Completed Contract Pay Items
Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Embankment	$	18,190.00
Superpave Asphaltic Conc, Traffic D	$	104,085.28
Superpave Asphaltic Concrete, Traffic C, PG 76-22	$	83,599.81
Superpave Asphaltic Concrete, Traffic D, PG 76-22	$	11,730.48
Asphalt Concrete Friction Course, Inc Bit, FC-5, Pg 76-22	$	129,469.12
Asphalt Concrete Friction Course, Traffic C, FC-12.5, Pg 76-22	$	4,669.01
Miscellaneous Asphalt Pavement	$	15,617.50
Concrete Shoulder Gutter	$	6,881.60
Median Concrete Barrier, Short Grade-Separated	$	3,980.00
Shoulder Concrete Barrier, 56" Pier Protection Barrier/Crash Wall	$	10,323.00
Concrete Ditch Pavement, Non Reinforced, 6"	$	3,624.80

Detectable Warnings	$	459.00
Performance Turf (Sod)	$	50,178.35
Conduit, F&I, Open Trench	$	8,775.40
Conduit, F&I, Directional Bore	$	1,178.00
Fiber Optic Cable (12 Sm Fiber) (F&I)	$	2,972.70
Pull Box (F&I)	$	30,432.00
Pull & Splice Box, F&I, 13" X 24" Cover Size	$	952.00
Junction Box, Furnish & Install, Embedded	$	1,268.00
Electrical Conduit, 2-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	4,864.50
Electrical Conduit, 2-2" HDPE SDR 11 (Directional Bore) (F&I)	$	7,353.00
Electrical Conduit, 3-2" HDPE SDR 11 (Directional Bore) (F&I)	$	5,500.50
Conduit (F&I) (Underground) (2-2" Sch 40 PVC) (90 Degree Sweep, Trench)	$	72.00
Conduit (F&I) (Underground) (3-2" Sch 40 PVC) (90 Degree Sweep, Trench)	$	194.00
Conduit (F&I) (Aboveground) (2-2" RGS)	$	9,627.90
Conduit (F&I) (Aboveground) (3-2" RGS)	$	706.00
Conduit (F&I) (Aboveground) (5-2" RGS)	$	34,287.40
Conduit (F&I) (Aboveground) (2-4" RGS)	$	12,748.80
FO Conduit, 6" HDPE SDR 11 Outer Duct W/ 9-1" HDPE SDR 11 (Directional Bore) (F&I)	$	16,991.60
Electrical Service Wire, Furnish & Install	$	2,480.40
Electrical Conductors (Furnish And Install) (Insulated) (No.2)	$	17,195.00
Prestressed Concrete Pole, F&I, Type P-Ii Service Pole	$	14,080.00
TMS - Pole Mounted (F&I)	$	12,300.00
Gigabit Ethernet Field Switch (F&I)	$	4,420.00
Gigabit Ethernet Field Switch Warranty (6 Year Extended Warranty)	$	618.50
Ethernet Media Converter (Single Mode) (2-Port) (6 Year Extended Warranty)	$	354.00
Fiber Optic Patch Panel - 12 Port (F&I)	$	8,480.00
Single Post Sign, Relocate	$	1,180.00
Thermoplastic, Standard, White, Solid, 8" For Interchange And Urban Island	$	837.50
Thermoplastic, Standard, White, Solid, 18" For Diagonals And Chevrons	$	1,100.10
Thermoplastic, Standard, White, 2-4 Dotted Guide Line, 6"	$	77.60
Thermoplastic, Preformed, White, Solid, 12" For Crosswalk	$	12,188.80
Thermoplastic, Preformed, White With Black Contrast On Concrete Pavement, Message Or Symbol	$	908.00
Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	$	5,615.96
Thermoplastic, Standard-Other Surfaces, White, Skip, 6", 10'-30' Skip	$	402.90
Thermoplastic, Standard-0ther Surfaces, Yellow, Solid, 6"	$	3,532.62
Lighting Conductors, F&I, Insulated, No 4 To No 2	$	21,304.60
Light Pole Cable Distribution System, Conventional	$	2,998.50
Dynamic Message Sign System (PTSU LCS) (Front Access) (10 Year Extended Warranty)	$	22,560.00
Allowance For Disputes Review Board	$	8,500.00
	$	721,866.23

DECREASE THE FOLLOWING ITEMS:

Maintenance Of Traffic For Roadway Repair Contingency	$	(123,000.00)
Portable Changeable Message Sign, Temporary, Contingency	$	(1,080.00)
Type B Stabilization	$	(1,289.40)
Base Group 4 (Limerock 6")	$	(2,209.80)
Base Group 10 (Limerock 11")	$	(2,741.60)
Milling Exist Asphalt Pavement, 2 1/4" Avg Depth	$	(41,506.92)
Milling Exist Asphalt Pavement, 3/4" Avg Depth	$	(5,390.00)
Superpave Asphaltic Conc, Traffic C	$	(204,066.98)
Roadway Repair, Emergency Base Repair Contingency	$	(135,000.00)
Concrete Class Ns, Gravity Wall	$	(16,290.00)
Inlets, Gutter, Type S, Partial	$	(60,960.00)
Video Existing Drainage System	$	(113,841.25)
Desilting Pipe, 0" - 24"	$	(18,876.00)
Desilting Pipe, 25" - 36"	$	(15,239.00)
Desilting Pipe, 37" - 48"	$	(2,289.80)
Pipe Culv. Rcp Class III, Round, 15"S/Cd	$	(1,259.20)
Pipe Culvert,Optional Material, Round, 18"S/Cd	$	(1,203.20)
Pipe Culv. Rcp Class III, Round, 24"S/Cd	$	(9,699.00)
Pipe Culv. Rcp Class III, Round, 30"S/Cd	$	(3,250.00)
Pipe Culv. Rcp Class III, Round, 36"S/Cd	$	(388.80)

Pipe Culv. Rcp Class III, Round, 42"S/Cd	$	(4,332.00)
Concrete Curb & Gutter, Type E	$	(455.70)
Shoulder Concrete Barrier, 38" Or 44" Height	$	(17,255.00)
Concrete Sidewalk And Driveways, 4" Thick	$	(1,137.24)
Concrete Sidewalk And Driveways, 6" Thick	$	(4,162.86)
Concrete Ditch Pavement, Non Reinforced, 4"	$	(1,357.08)
Rub Rail For Guardrail, Single Sided Rub Rail	$	(720.30)
Special Guardrail Post- Encased Post For Shallow Mount	$	(476.70)
Guardrail Removal	$	(286.88)
Crash Cushion, TL-3, Narrow	$	(52,800.00)
Coating Existing Steel Butterfly Truss	$	(760.00)
Conduit, Furnish & Install, Above Ground	$	(114.90)
Conduit, Furnish & Install, Embedded Concrete Barriers And Traffic Railings	$	(9,440.50)
FO Conduit, 3-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(255.50)
Electrical Conduit, 3-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(3,223.10)
Conduit (F&I) (Aboveground) (4-2" RGS)	$	(2,366.00)
Conduit, 2-1" PVC Split Duct & 6-1" HDPE (Trench Or Plow) (Repair 1'-10' Section)	$	(61.20)
Conduit, 2-1" PVC Split Duct & 6-1" HDPE (Trench Or Plow) (Repair 11'-20' Section)	$	(47.80)
FO Conduit, 6" Split Black Steel Pipe Schedule 80 (Trench Or Plow) (F&I)	$	(11,075.40)
DCS Warranty (6 Year Extended Warranty)	$	(6,340.00)
TMS - Truss Mounted (F&I)	$	(11,200.00)
Ethernet Media Converter (Single Mode) (1-Port) (6 Year Extended Warranty)	$	(312.00)
Sign Panel, Furnish & Install Overhead Mount, Up To 12 SF	$	(7,285.50)
Sign Panel, Furnish & Install Overhead Mount, 21-30 SF	$	(5,880.00)
Sign Panel, Furnish & Install Overhead Mount, 51-100 SF	$	(19,400.00)
Sign Panel, Furnish & Install Overhead Mount, 101-200 SF w/ Lighting	$	(46,800.00)
Sign Panel, Furnish & Install Overhead Mount, 201-300 SF w/ Lighting	$	(13,000.00)
Sign Panel, Remove, Up To 12 SF	$	(481.80)
Sign Panel, Remove, 51-100 SF	$	(2,402.50)
Sign Panel, Remove, 101-200 SF with Lighting	$	(2,886.00)
Sign Panel, Remove Panel, 201-300 SF with Lighting	$	(1,924.00)
Delineator, Flexible Tubular	$	(661.50)
Retro-Reflective Pavement Markers	$	(855.00)
Thermoplastic, Standard, White, Yield Line	$	(45.60)
Thermoplastic, Standard, Yellow, Solid, 18" For Diagonals And Chevrons	$	(182.40)
Thermoplastic, Preformed, White, Solid, 24" For Crosswalk	$	(1,086.80)
Thermoplastic, Preformed, White, Message	$	(7,543.00)
Thermoplastic, Preformed, White, Arrow	$	(5,788.50)
Pavement Marking - Preformed Tape, White, Solid, 6"	$	(812.00)
Pavement Marking - Preformed Tape, White, Solid, 8"	$	(15,042.30)
Pavement Marking - Preformed Tape, White, Solid, 12"	$	(16,844.80)
Pavement Marking - Preformed Tape, White, Solid, 18"	$	(11,762.50)
Pavement Marking - Preformed Tape, White, Skip, 3'-12', 12"	$	(246.40)
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	$	(18,426.90)
Pavement Marking - Preformed Tape, Contrast, Solid, 9"	$	(38,551.80)
Pavement Marking - Preformed Tape, Contrast, Solid, 10'-30' Skip, 9"	$	(5,050.40)
Pavement Marking - Preformed Tape, Remove	$	(367.20)
Lighting Conductors, F&I, Insulated, No. 8 - 6	$	(3,493.60)
Remote Led Driver Cabinet, Furnish & Install, Small	$	(26,280.00)
Remote Led Driver Cabinet, Furnish & Install, Medium	$	(9,140.00)
Light Pole Cable Distribution System, Wall Mount	$	(3,720.00)
DMS System Warranty (PTSU Incident Management) (3 Line) (10 Year Extended Warranty)	$	(37,800.00)
Work Order Allowance	$	(175,565.23)
	$	(1,367,086.84)
SUBTOTAL THIS CHANGE:	$	(645,220.61)
TOTAL AMOUNT FOR PROJECT 417-151	**$**	**(129,078.77)**

Project 429-152: SR 429 Widening from Florida's Turnpike to West Road
Prince Contracting, LLC
SA 429-152-1025-13

Pavement Marking Revisions
Remove existing pavement markings and install temporary pavement markings to align lane lines with an adjacent project.

INCREASE THE FOLLOWING ITEM:		
Pavement Marking Revisions	$	66,000.00

Mechanically Stabilized Earth (MSE) Wall End Treatments
Construct spillways at multiple MSE wall end treatments, regrade to reestablish slopes, and place new sod to prevent future erosion control issues.

INCREASE THE FOLLOWING ITEM:		
MSE Wall End Treatments	$	55,000.00

Electrical Junction Box Covers
Furnish and install cover plates for embedded junction boxes in the median barrier wall.

ADD THE FOLLOWING ITEM:		
Electrical Junction Box Covers	$	83,148.26

Drainage Modifications at Sign Foundation
Furnish and install a manhole and construct ditch block at an existing cantilever sign to avoid a conflict with the sign foundation and accommodate proper drainage.

ADD THE FOLLOWING ITEM:		
Drainage Modifications at Sign Foundation	$	33,841.92
INCREASE THE FOLLOWING ITEMS:		
Manhole, P-8 > 10'	$	8,000.00
Guardrail Roadway, General TL-3	$	7,332.00
Guardrail End Treatment, Trailing Anchorage	$	1,550.00
Guardrail End Treatment, Parallel Approach Terminal	$	2,700.00
	$	19,582.00
DECREASE THE FOLLOWING ITEM:		
Pipe Culvert, Optional Material, Round 18", S/CD	$	(80.00)
SUBTOTAL THIS CHANGE:	$	53,343.92

Plan Revision 1
Plan Revision 1 included median barrier wall, shoulder barrier wall, and traffic rail revisions at Ramp C and Ramp L. Additionally, at the time of construction at Ramp C, it was determined that roadway grade changes were required to maintain positive drainage.

ADD THE FOLLOWING ITEMS:		
Wall and Traffic Rail Modifications at Ramp L	$	41,464.54
Wall and Traffic Rail Modifications at Ramp C	$	149,000.00
	$	190,464.54

DECREASE THE FOLLOWING ITEMS:		
Type B Stabilization	$	(3,611.20)
Optional Base, Base Group 04	$	(810.00)
	$	(4,421.20)
SUBTOTAL THIS CHANGE:	$	186,043.34

Optional Base Group Thickness Adjustments

The Contract contains a provision to adjust payment based on the actual thickness of roadway base constructed. In accordance with the Contract specifications, the Engineer has calculated the following adjustments.

ADD THE FOLLOWING ITEMS:		
Thickness Adjustment for Base Group 04	$	35,046.00
Thickness Adjustment for Base Group 09	$	99,697.50
SUBTOTAL THIS CHANGE:	$	134,743.50

TOTAL AMOUNT FOR PROJECT 429-152	**$**	**578,279.02**

Project 516-238: SR 516 From Lake-Orange County Line to SR 429
Sema Construction, Inc.
SA 516-238-1025-04

Plan Revision 2
Plan Revision 2 added three new sign panels that were not included in the original plans.

ADD THE FOLLOWING ITEMS:		
Sign Panel, F&I, Overhead Mount, 201-300 SF	$	12,241.63
Sign Panel, F&I, Overhead Mount, 401-500 SF	$	36,060.36
SUBTOTAL THIS CHANGE:	$	48,301.99

Plan Revision 1 Temporary Work
Plan Revision 1 adjusted limits of the permanent roadway at the adjacent project interface. The Contractor was required to install temporary sheet pile and additional material to construct and then remove a temporary haul road to maintain access to the work zone.

ADD THE FOLLOWING ITEM:		
Plan Revision 1 Temporary Work	$	77,484.41

Ramp J Temporary Pavement
Install additional temporary pavement at the Schofield interchange ramp.

ADD THE FOLLOWING ITEM:		
Ramp J Temporary Pavement	$	79,452.04

Pay Item Quantity Adjustments
Adjust quantities to reflect the actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Reinforcing Steel - Bridge Substructure	$	783.20
Inlets, Dt Bot, Type B <10'	$	9,400.00
Manholes, P-8, <10'	$	8,300.00
Manholes, P-8 >10'	$	38,700.00
Valve Boxes, Adjust	$	1,300.00
Pipe Culvert,Optional Material,Round, 18"S/CD	$	84,456.00
Pipe Culvert, Opt Material, Round, 42"S/CD	$	2,040.00
Mitered End Section, Optional Round, 18" CD	$	2,400.00
Shoulder Concrete Barrier 38" or 44" Height	$	45,000.00
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Trailing TL-3	$	1,600.00
Fencing, Type B, 0.5-5.0' w/ Vinyl Coating	$	114,884.00
Fence Gate, Type B w/ Vinyl, Double 18.1-20' Opening	$	1,900.00
4 x 4 x 4 Concrete Manhole (F&I)	$	10,500.00
Tubular Route Marker (Power)	$	2,040.00
TMS Pole - 30' Pole (F&I)	$	50,800.00
Length	$	9,200.00
Pole Cable Distribution System, Conventional	$	95,000.00
	$	478,303.20
DECREASE THE FOLLOWING ITEMS:		
Inlets, Dt Bot, Type B, J-Bot, <10'	$	(13,200.00)
Guardrail -Roadway, General TL-3	$	(2,350.00)
Guardrail End Treatment-Trailing Anchorage	$	(1,500.00)
Pull & Splice Box, Install	$	(7,200.00)
4 x 6.5 x 6.5 Concrete Manhole (F&I)	$	(14,000.00)
Conduit, 1-4" HDPE SDR 11, Trench or Plow	$	(5,629.30)

Conduit, 1-4" HDPE SDR 11, Directional Bore	$	(16,453.80)
TMS Pole - 40' Pole (F&I)	$	(52,800.00)
Length	$	(8,100.00)
Length	$	(7,800.00)
Pole Cable Distribution System, Wall Mount	$	(2,400.00)
	$	(131,433.10)
ADD THE FOLLOWING ITEM:		
Straight Concrete Endwall, 18”, Single, 0 Deg, Round	$	3,960.74
SUBTOTAL THIS CHANGE:	$	350,830.84

Plan Revision 3

The following are adjustments to pay item quantities due to Plan Revision No. 03.

INCREASE THE FOLLOWING ITEMS:		
Regular Excavation	$	324.00
Embankment	$	76,800.00
Type B Stabilization	$	15,513.50
Optional Base, Base Group 05 (Limerock Only)	$	6,970.00
Optional Base, Base Group 09 (Soil Cement Only)	$	1,672.00
Optional Base, Base Group 11 (Limerock Only)	$	33,984.00
Superpave Asphaltic Concrete, Traffic E	$	43,350.00
Superpave Asphaltic Concrete, Traffic E, PG 76-22	$	21,720.00
Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	$	12,766.00
Miscellaneous Asphalt Pavement	$	2,537.00
Inlets, Dt Bot, Type C, Jbot, <10'	$	10,200.00
Inlets, Dt Bot, Type D, <10’	$	8,100.00
Pipe Culvert,Optional Material,Round, 24"S/CD	$	6,480.00
Shoulder Gutter, Concrete	$	585.00
Concrete Barrier, With Junction Slab, 36" Single Slope	$	33,970.00
Concrete Sidewalk And Driveways, 4" Thick	$	570.00
Concrete Ditch Pavt. Non Reinforced, 3"	$	1,900.00
Guardrail -Roadway, General TL-3	$	3,675.00
Performance Turf, Sod	$	23,672.00
Fiber Optic Cable (Existing) (Withdraw And Relocate)	$	1,012.80
4 X 6.5 X 6.5 Concrete Manhole (F&I)	$	14,000.00
Fiber Optic Conduit, 3-1" HDPE SDR 11, Trench Or Plow	$	2,080.00
Fiber Optic Conduit, 9-1" HDPE SDR 11, Trench Or Plow	$	12,020.00
Conduit, 6" Black Steel Pipe Schedule 80, Trench Or Plow	$	2,200.00
Single Post Sign, F&I Ground Mount, Up To 12 SF	$	750.00
Single Post Sign, F&I Wall Mount 12-20 SF	$	4,900.00
Multi-Post Sign, F&I Ground Mount, 31-50 SF	$	5,700.00
Multi-Post Sign, Remove	$	1,500.00
Thermoplastic, Preformed, White, Message	$	9,360.00
Pavement Marking-Preformed Tape, White, Solid, 8"	$	7,673.60
Pavement Marking-Preformed Tape, White, Solid, 18"	$	9,130.00
	$	375,114.90
DECREASE THE FOLLOWING ITEMS:		
Optional Base, Base Group 01 (Soil Cement Only)	$	(34.00)
Optional Base, Base Group 04 (Limerock Only)	$	(1,296.00)
Optional Base, Base Group 10 (Limerock Only)	$	(5,566.00)
Milling Exist Asph Pavt, 1 1/2" Avg Depth	$	(2,838.00)
Superpave Asphaltic Conc, Traffic B	$	(748.00)
Superpave Asphaltic Conc, Traffic C	$	(1,343.00)
Superpave Asphaltic Concrete, Traffic C, PG 76-22	$	(5,400.00)
Asphalt Concrete Friction Course,Traffic B, FC-12.5, PG 76-22	$	(1,161.00)

Pipe Culvert,Optional Material,Round, 18"S/CD	$	(1,196.00)
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Trailing TL-3	$	(1,600.00)
Ground-In Rumble Strips, 16"	$	(289.00)
Retaining Wall System, Permanent, Excluding Barrier	$	(70,408.00)
Fiber Optic Cable (12 SM Fiber) (F&I)	$	(420.00)
Fiber Optic Cable (72 SM Fiber) (F&I)	$	(2,088.00)
Fiber Optic Conduit, 4-1" HDPE SDR 11, Trench Or Plow	$	(2,295.00)
Electrical Conduit, 2-2" HDPE SDR 11, Trench Or Plow	$	(2,176.00)
Electrical Conduit, 3-2" HDPE SDR 11, Trench Or Plow	$	(95.00)
Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct W/ 9-1" HDPE, Directional Bore	$	(51,920.00)
Electrical Conductors (Furnish And Install) (Insulated) (No. 6)	$	(538.00)
TMS Composite Cable (F&I)	$	(660.00)
Delineator, Flexible Tubular	$	(300.00)
Retro-Reflective Pavement Markers	$	(140.00)
Thermoplastic, Standard, Yellow, Solid, 18" For Diagonal Or Chevron	$	(150.00)
Thermoplastic, Preformed, White, Arrow	$	(460.00)
Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	$	(39.00)
Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	$	(13.00)
Pavement Marking-Preformed Tape, White, Skip, 12", (3-12')	$	(316.50)
Pavement Marking-Preformed Tape, Yellow, Solid, 6"	$	(1,061.10)
Pavement Marking-Preformed Tape, Black, Skip, 12"	$	(63.00)
Pavement Marking-Preformed Tape, B/W Contrast, Solid, 9"	$	(8,368.00)
	$	(162,981.60)

SUBTOTAL THIS CHANGE:	$	212,133.30

Lighting Assessment Quantity Adjustments

Adjust the estimated plan quantities for lighting repair bid items to reflect actual quantities determined during the existing lighting assessment.

INCREASE THE FOLLOWING ITEMS:		
Strain Relief Fittings	$	630.00
Duct Sealant	$	1,500.00
Light Pole Identification Tag	$	4,212.00
	$	6,342.00

DECREASE THE FOLLOWING ITEMS:		
Replace Surge Protection Device To Existing Pole Cable Distribution System	$	(3,900.00)
Replace Existing Pole Cable Distribution System, Ground Mount	$	(14,300.00)
Replace Existing Pole Cable Distribution System, Wall Mount	$	(10,920.00)
Replace Lighting Pull Box Lid	$	(7,360.00)
F&I Ground Rod Assembly	$	(3,900.00)
F&I Retermination Of Load Center Connections	$	(3,700.00)
Replace Existing Lighting Contactor	$	(1,100.00)
Removal And Replacement Of Split-Bolt Electrical Splices	$	(270.00)
Replace Load Center Surge Protection Device	$	(2,250.00)
Light Pole Grounding (T-Base)	$	(11,520.00)
Adjust Pole Cable Distribution System Slack	$	(1,530.00)
Concrete Apron For Light/Pull Box	$	(4,800.00)
Light Pole T-Base	$	(14,300.00)
Replace Junction Box Cover	$	(8,500.00)
	$	(88,350.00)

SUBTOTAL THIS CHANGE:	$	(82,008.00)

TOTAL AMOUNT FOR PROJECT 516-238	**$**	**686,194.58**

Project 528-181: SR 528 Turkey Creek Tropical Storm Ian Erosion
Southland Construction, Inc.
SA 528-181-1025-01

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Subsoil Excavation	$	132.00
Milling Existing Asphalt Pavement, 2 1/4" Avg Depth	$	2,222.00
Superpave Asphaltic Concrete, Traffic E, PG76-22	$	2,518.50
Asphalt Concrete Friction Course, Inc Bit, FC-5, PG76-22	$	8,970.00
Performance Turf, Sod	$	5,833.00
	$	19,675.50
DECREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign (Temporary) Contingency	$	(280.00)
Mowing	$	(2,370.00)
Flowable Fill	$	(6,370.00)
Allowance for Disputes Review Board	$	(20,000.00)
Work Order Allowance	$	(173,439.94)
	$	(202,459.94)
SUBTOTAL THIS CHANGE:	$	(182,784.44)

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 December 2024 - June 2025. During this period of time $2,432,817.62 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Adjust December 2024 - June 2025	$	(449.86)

TOTAL AMOUNT FOR PROJECT 528-181	**$**	**(183,234.30)**

Project 599-765: Systemwide Plaza Building Repairs And Roof Replacements
Advanced Roofing, Inc.
SA 599-765-1025-01

Stucco Repair & Roof Replacements Scope Reduction @ SR 408 & SR 429

Adjust pay item quantities due to a reduction of work under the Contract. This adjustment reflects the actual authorized quantities for stucco repairs and roof replacements at SR 408 and SR 429.

DECREASE THE FOLLOWING ITEMS:		
Mobilization	$	(17,500.00)
Maintenance Of Traffic	$	(12,500.00)
Toll Plaza – Modify Existing (SR 408 Conway ML West) Remove And Replace Roof Systems	$	(357,702.00)
Toll Plaza – Modify Existing (SR 429 Plant St. On Ramp) Remove And Replace Roof Systems	$	(133,850.00)
Toll Plaza – Modify Existing (SR 429 West Rd. On Ramp) Remove And Replace Roof Systems	$	(136,187.00)
Toll Plaza – Modify Existing (SR 429 West Rd. Off Ramp) Remove And Replace Roof Systems	$	(136,187.00)
Toll Plaza – Modify Existing (SR 429 Forest Lake ML) Remove And Replace Roof Systems; Stucco Repair And Replacement	$	(532,100.00)
SUBTOTAL THIS CHANGE:	$	(1,326,026.00)

TOTAL AMOUNT FOR PROJECT 599-765	**$**	**(1,326,026.00)**

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.
Director of Construction

DATE: September 24, 2025

SUBJECT: Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway
Project No. 417-141

Board approval is requested to issue payment to Hubbard Construction Company in the amount of $115,856.66 for a material price index adjustment for the SR 417 Widening from International Drive to John Young Parkway project.

The adjustment is an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts. The Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors with projects that meet the FDOT established criteria to adopt the cost indices.

The following item has been adjusted: PVC.

Reviewed By: _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

February 7, 2022

DCE MEMORANDUM NO. 22-04
(FHWA Approved 02/03/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

Due to recent volatility in prices of aluminum, PVC, and copper materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for aluminum, PVC, and copper as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new aluminum, PVC, and copper materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, invoice quantity for conduit will be greater than contract quantity when multiple runs are required.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to aluminum, PVC, and copper. Contractors may not elect to apply this Specification to one included material, but not others.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Aluminum – MPAA
- Material Price Adjustment PVC – MPAP
- Material Price Adjustment Copper – MPAC

This memorandum serves as blanket approval to process a $0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

CONSENT AGENDA ITEM #5

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.
Director of Construction

DATE: September 24, 2025

SUBJECT: Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Landstar Boulevard to Boggy Creek Road
Project No. 417-149

Board approval is requested to issue payment to Sacyr Construccion SA, Inc. in the amount of $199,105.41 for material price index adjustments for the SR 417 Widening from Landstar Boulevard to Boggy Creek Road project.

These adjustments are an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts. The Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors with projects that meet the FDOT established criteria to adopt the cost indices.

The following items have been adjusted: Steel Guardrail, Steel Handrail, Steel H-Pile.

Reviewed By: _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

January 28, 2022

DCE MEMORANDUM NO. 22-03
(FHWA Approved 1/28/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: STEEL GUARDRAIL MATERIAL PRICE INDEX

Due to recent volatility in prices of steel guardrail materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for steel guardrail as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new steel guardrail materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certification of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, double faced guardrail will have a certification quantity half that of the invoice quantity.
8. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
9. Material price adjustments will not be made for 3rd party damages.

Construction contracts executed between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the Line-Item Adjustment Type Material Price Adjustment Guardrail – MPAG in SiteManager.

This memorandum serves as blanket approval to process a $0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 20, 2022

DCE MEMORANDUM NO. 22-10
(FHWA Approved 7-18-22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

FROM: Tim Lattner, P.E., Director, Office of Construction

DocuSigned by:
47050742AF004DA...
For Tim Lattner,P.E.

COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: STRUCTURAL STEEL AND STEEL SHEET PILING MATERIAL PRICE INDICES

Due to recent volatility in prices of structural steel and steel sheet piling materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for structural steel and steel sheet piling as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new structural steel and steel sheet piling materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

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The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design-build contracts.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to structural steel and steel sheet piling. Contractors may not elect to apply this Specification to one material, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
10. Additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a $0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

TL/aa

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 20, 2022

DCE MEMORANDUM NO. 22-09
(FHWA Approved 7-18-22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

FROM: Tim Lattner, P.E., Director, Office of Construction

DocuSigned by:
47050Z42AF004DA...
For Tim Lattner,P.E.

COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: STEEL HANDRAILS MATERIAL PRICE INDICES

Due to recent volatility in prices of steel handrails materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for steel handrails as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new steel handrails materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

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The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design-build contracts.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to steel handrails. Contractors may not elect to apply this Specification to one pay item, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
10. Additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a $0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

TL/aa

CONSENT AGENDA ITEM
#6

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2025

SUBJECT: Approval of Contract Award to PI Consulting Services, LLC for Systemwide Construction Engineering and Inspection Services (CEI) – (SBE)
Contract No. SCON-10000366

A request for Letters of Interest for the above referenced project was advertised on June 1, 2025. One (1) response was received by the June 24, 2025 deadline. That firm was PI Consulting Services, LLC. The Director of Procurement met with the Director of Construction 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 July 8, 2025 to discuss the single submittal. It was the consensus of the Committee that the proposer is technically qualified. Based on that determination a technical proposal is not required.

The Director of Procurement approved the final ranking and authorized staff to enter into negotiations with PI Consulting Services, LLC.

The work to be performed includes CEI services.

Board award of the contract to PI Consulting Services, LLC, in the amount of $3,750,000.00 for three years with two (2) 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
Chief of Infrastructure

Aneth Williams

From: Aneth Williams
Sent: Friday, September 5, 2025 4:21 PM
To: Aneth Williams
Cc: Michelle Maikisch; Lisa Lumbard; Mimi Lamaute
Subject: Notification of Approval of Final Ranking and Authorization for negotiations for Contract No. 002241
Attachments: LOI-002241 Evaluation Committee Minutes.pdf

Good afternoon Board Members,

I am sending you this email in accordance with CFX's procurement policy and procedures.

A request for Letters of Interest for Systemwide Construction Engineering and Inspection (CEI) Services – SBE; Contract No. 002241 was advertised on June 1, 2025.

One response was received by the June 24, 2025 deadline. That firm was PI Consulting Services, LLC. On July 8, 2025, the Evaluation Committee met to discuss the single submittal, and the consensus was that the proposer is technically qualified to move forward in the solicitation process.

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with PI Consulting Services, LLC. Once negotiations are completed, the contract will be submitted to the Board for approval. Please reach out to me if you have any questions.

Thank you.

Aneth Williams, CPPO, CPPB
Director of Procurement

Central Florida Expressway Authority
a. 4974 ORL Tower Road, Orlando, FL 32807
e. Aneth.Williams@cfxway.com
o. 407-690-5365 c. 407-341-8498

PLEASE NOTE: Florida has a very broad public records law (F.S. 119).
All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.

LOI-002241 Evaluation Committee Meeting – July 8, 2025 Minutes

Evaluation Committee for **Systemwide Construction Engineering and Inspection (CEI) Services - SBE, Contract No. 002241** held a duly noticed meeting on Tuesday, July 8, 2025, at 1:30 p.m. in the Pelican Conference Room at CFX Headquarters, Orlando, Florida.

Committee Members Present:
Jack Burch, CFX Director of Construction
Kim Murphy, CFX Project Administrator
Brent Dustin, CFX Construction Project Manager
Malaya Bryan, CFX Director of Business Opportunities
Kenneth Leeming, Orange County Manager Highway Construction

Other Attendees:
Aneth Williams, Director of Procurement

Discussion and Motions:
Ms. Williams explained that today's meeting was to evaluate and decide if the single proposer's submittal is technically qualified to move forward in the solicitation process and collected the Evaluation Committee Members Disclosure forms.

General discussion ensued about the LOI submittal. It was the consensus of the Committee that the proposer is technically qualified. Based on that determination a technical proposal is not required, the Committee recommends the CFX Director of Procurement accept the single proposal and authorize negotiations with PI Consulting Services, LLC.

There being no further business to come before the Committee, the meeting was adjourned at 1:47 p.m.

These are the official minutes of the Evaluation Committee meeting for LOI 002241 held Tuesday, July 8, 2025.

Submitted by: Aneth Williams
Aneth Williams, Director of Procurement

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

Brent Dustin, Construction Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER SHORTLIST SUMMARY RANKING

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

CONTRACT NO. 002241(SBE)

CONSULTANT	JACK BURCH RANK	KIM MURPHY RANK	BRENT DUSTIN RANK	MALAYA BRYAN RANK	KENNETH LEMMING RANK	SCORE	RANKING
PI Consulting Services, LLC	1	1	1	1	1	5	1

EVALUATION COMMITTEE MEMBERS

JACK BURCH — DATE: Tuesday, July 8, 2025

KIM MURPHY — DATE: Tuesday, July 8, 2025

BRENT DUSTIN — DATE: Tuesday, July 8, 2025

MALAYA BRYAN — DATE: Tuesday, July 8, 2025

KENNETH LEMMING — DATE: Tuesday, July 8, 2025

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

PI CONSULTING SERVICES, LLC

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

CONTRACT NO. SCON-10000366 (SBE)

CONTRACT AMOUNT: $3,750,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

FOR

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

CONTRACT NO. SCON-10000366 (SBE)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT NO. SCON-10000366

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

PI CONSULTING SERVICES, LLC

regarding

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES (SBE)

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **PI CONSULTING SERVICES, LLC** (**"Contractor"**), a Florida Limited Liability Company, with its principal place of business located at 711 Ciara Creek Cove, Ste 1009, Longwood, FL 32750, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

WITNESSETH:

1.0 DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Construction or his authorized designee. The Project Manager 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 Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

2.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) 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.

3.0 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 three year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) 1-year renewal 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.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 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:

A2 Group, Inc.
Adaptive Consulting Engineers, LLC
CDM Smith, Inc.
Civil/Site Engineering, Inc.
DRMP, Inc.
England, Thims & Miller, Inc.
Expedition Consulting Engineers, LLC
Kisinger Campo & Associates, Corp.
Mehta and Associates, Inc.
Metric Engineering, Inc.
RK&K, LLP
RS&H, Inc.
Transystems Corporation
WSB, LLC
WSP USA, Inc.

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.

6.0 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 $3,750,000.00. 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.

7.0 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 711 Ciara Creek Cove, Ste 1009, Longwood, FL 32750.

Notwithstanding Paragraph 16, 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 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0 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.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY 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 DESIGN PROFESSIONAL SERVICES RENDERED UNDER THIS CONTRACT.

9.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 6.0 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.

10.0 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 6.0 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.

11.0 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.

12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers, board, 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 design professional and other persons employed or utilized by the design professional 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, 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, board, 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.

With the express exception for payments for work properly performed, CFX's obligations and liability hereunder, or as otherwise related to this Contract, shall be strictly limited to those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against CFX regardless of the equitable or legal theory upon which such claims may be based (e.g., contract, tort, strict liability, etc.) and are not confined to tort liability. Moreover, CFX shall not be responsible to Contractor or any third party for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever.

The obligations in Section 12.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 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 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0 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.

15.0 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.

15.1 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 the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37 (12 19 edition dates) forms (if later edition dates are used), 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.

15.2 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. 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. An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

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.

15.3 Workers' Compensation Insurance shall be provided as required by law or regulation (statutory requirements). 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.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim, 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.

16.0 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 furnished in compliance with this Agreement, it being understood that, under Paragraph 7.0 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.

17.0 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.

18.0 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 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

19.1 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), Florida Statutes, and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

19.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither 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.

19.3 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.

19.4 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.

19.5 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), Florida Statutes, 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.

19.6 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.

19.7 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.

19.8 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

20.0 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.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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." 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."

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

20.1. submitted a false certification as provided under Florida Statute 287.135(5); or
20.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
20.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
20.4. been engaged in business operations in Cuba or Syria; or

20.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0 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.

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 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" shall 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.

24.2 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 subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, 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 subcontractor of another contractor 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.

24.4 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.

24.5 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 of the project by CFX, (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.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 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 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 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: PI Consulting Services, LLC

711 Ciara Creek Cove, Suite 1009
Longwood, Florida 32750
Attn: Chaitali Prajapati

PI Consulting Services, LLC
711 Ciara Creek Cove, Suite 1009
Longwood, Florida 32750
Attn: Jitu Prajapati, PE

27.0 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.

28.0 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.

29.0 ASSIGNMENT

CFX has selected Contractor to perform the Work 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 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.

30.0 SEVERABILITY

The provisions of this Contract are declared by the Parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material

inducement for the Parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

31.0 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.

32.0 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]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by CFX's Board of Directors at its meeting action on the 9th day of October, 2025, and PI Consulting Services, LLC, signing through its undersigned signatory, duly authorized to execute same.

PI CONSULTING SERVICES, LLC	**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 only, for exclusive reliance upon by the Central Florida Expressway Authority only, on this ____ day of _____, 20____.

_____

Cristina T. Berrios, Deputy General Counsel

EXHIBIT A SCOPE OF SERVICES

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EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Resident/Sr. Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist, Senior Inspector, Inspector, Inspector's Aide, Senior Inspector-Building Structures, Inspector-Building Structures/Electrical, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will 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 Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least thirty (30) days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing byCFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the

Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (CPAM) (cfxway.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

   The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant 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 on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.

12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.

13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.

18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.

19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.

20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.

21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.

22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual.

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to CFX and should occur as workload permits.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

1. Resident Engineer/Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualifications:
Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:
FDOT Advanced MOT

Other:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for projects with structures)A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator/Project Engineer

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors

and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

CTQP Final Estimates Level II

Certifications:

FDOT Advanced MOT

Other:

Attend CTQP Quality Control Manager Course and pass the examination. Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of course Completion form (for projects with structures). A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

3. Assistant Project Administrator/Project Engineer

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Qualifications:

CTQP Final Estimates Level II

Certifications:

FDOT Intermediate MOT

4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

5. Associate Contract Support Specialist

High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., materials acceptance, progress and final estimates, compliance, processing

Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Project specific work under the general supervision of the Senior Project Engineer and staff.

Qualifications:
CTQP Final Estimates Level I

6. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:
CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
CTQP Final Estimates Level I

Certifications:
FDOT Intermediate MOT
Nuclear Radiation Safety
SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

7. Senior Inspector -Building/Structures

High School Graduate plus eight (8) years of experience in construction inspection with four (4) years of experience in performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting fields tests. Senior Building Structures Inspector must be fully knowledgeable of all aspects of the building construction to include masonry work and familiarization with the local and State building codes and ordinances. Work is performed under the general supervision of the Sr. Project Engineer or Project Administrator.

8. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:
FDOT Intermediate MOT
Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

9. Inspector – Building Structures/Electrical

High School Graduate plus five (5) years experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

10. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:
CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II

11. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

12. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

13. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

14. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

15. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

16. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civl Engineering Degree and one (1) year of ITS CEI experience, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing

DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:
IMSA Level II

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

17. ITS Inspector

High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing

included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.

3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.

4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.

5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.

6. Quality Records: The Consultant shall maintain adequate records of the quality assurance

actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual.

G. CFX Policy and Procedures Manual.

H. CFX standardized forms to be used with documentation and reporting procedures.

I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

A. FDOT Standard Specifications for Road and Bridge Construction, current edition.

B. FDOT Design Standards, current edition.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.

L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

M. Project telephones and services, including long distance charges.

N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.

P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Q. Hard hats shall have the name of the consulting firm visibly displayed.

R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial

action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.

D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit "B".

XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract but may be required to supplement the Consultant's services under the Contract.

A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.

B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation

and/or time, and the Consultant has completed the terms of the Contract, the Consultant 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. Compensation will be separately reimbursed by a supplement to the Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30th day following Final Acceptance of the individual project or as requested by CFX.

XV. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit "B".

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 23, 2025

SUBJECT: Approval of First Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communication Consulting Services
Contract No. 001950

Board approval of the first renewal for the above referenced contract with Day Communications, Inc. in the amount of $2,092,000.00 for one year beginning January 2, 2026 and ending January 1, 2027 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes tasks necessary for marketing program growth, new product launches and new program initiatives, customer experience education, as well as expansion of communication services which includes the enhanced visibility program to support agency initiatives.

Original Contract	$4,492,375.00
Supplemental Agreement No. 1	$1,320,000.00
Supplemental Agreement No. 2	$ 45,000.00
First Renewal	$2,092,000.00
Total	$7,949,375.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: *Angela Melton*

Angela Melton
Director of Customer Experience & Marketing

Racquel Asa
Senior Director of External Affairs

RENEWAL NO. 1
to
CONTRACT NO. 001950
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
DAY COMMUNICATIONS, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Day Communications, Inc.** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001950**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **1/02/2026** and expiring on **1/01/2027**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$5,812,375.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$2,092,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$7,949,375.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

DAY COMMUNICATIONS, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Aneth Williams
Title: _____	Title: Director of Procurement
Date: _____	Date: _____
ATTEST: _____ Secretary or Notary	Reviewed and approved as to form for the exclusive reliance of CFX on: _____
	By: _____ Cristina T. Berrios Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 2

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DAY COMMUNICATIONS, INC.

regarding

CONTRACT NO. 001950

relating to the provision of

PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT SERVICES

THIS SECOND SUPPLEMENTAL AGREEMENT ("Second Supplement") is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX") and **DAY COMMUNICATIONS, INC.** ("CONSULTANT") in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and CONSULTANT may be herein referred to individually as the "Party" or collectively as the "Parties".

1. **Amendments.** The agreement between the Parties identified as **Contract No. 001950**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

   (a) **Exhibit "A"**, Scope of Services of the Agreement, is hereby amended to include the additional services as outlines in the CONSULTANT's proposal – Executive Support for Strategic Planning, which is attached hereto as **Attachment "1"** and incorporated by reference.

   (b) CONSULTANT began work prior to the execution of this Supplemental Agreement and may bill for time from work performed on this Supplemental Agreement beginning on April 1, 2025.

   (c) **Exhibit "B"**, method of Compensation of the Agreement is hereby amended to increase the Total Contract Amount by $45,000.00 to $5,857,375.00.

2. **Effect on Agreement.** All provisions of said Agreement 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 Second Supplement and the Agreement, the provisions of this Second Supplement shall take precedence.

3. **Counterpart and Electronic Signatures.** This Second Supplement 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, by all of which taken together shall constitute one and the same agreement.

4. **Entire Agreement.** This Second Supplement and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereto, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

5. **Effective Date.** This Second Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 2: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by CFX Governing Board, and Day Communications, Inc., signing through its undersigned signatory duly authorized to execute same.

DAY COMMUNICATIONS, INC.

By: Amanda Day

Print Name: Amanda Day

Title: President

Date: June 26, 2025

ATTEST: Rita Patricia Sehnert (SEAL)

Secretary or Notary

Rita Patricia Sehnert
June 26, 2025

RITA PATRICIA SEHNERT
MY COMMISSION EXPIRES 11-15-2026
NOTARY PUBLIC
COMM. # HH 329743
STATE OF FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2025.07.01 18:14:15 -04'00'

Print Name: Aneth Williams

Title: Director of Procurement

Date:

Reviewed and approved as to form for the exclusive reliance of CFX on: 06/09/2025

By:

Cristina T. Berrios
CFX Deputy General Counsel

CONTRACT NO.: 001950

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR

PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT No. 1 ("Supplemental Agreement") is made and entered into by and between Central Florida Expressway Authority ("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 Day Communications, Inc, a Florida Profit Corporation, registered and authorized to do business in the State of Florida, hereinafter called the "Contractor". CFX and Contractor may be herein referred to individually as the "Party" or collectively as the "Parties."

A. On January 12, 2023, CFX and Contractor executed an Agreement for Contractor to provide public outreach education and communications consultant services ("Agreement"), and

B. CFX elects to add funding for the Contractor to complete the services outlined in the Scope of Services, as defined in the Agreement and Exhibit "A," attached thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein the Parties agree as follows:

1. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement are reflected in ~~**bold/strikethrough**~~.

3. Section 3 of the Agreement titled "Contract Amount and Compensation for Services" is amended to read as follows:

3.1. The Contract Amount for the Initial Contract Term is ~~**$4,492,375.00**~~ $**5,812,375.00**

4. **Effect on Agreement**. All terms and conditions of the Agreement 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, the provisions of this Supplemental Agreement shall take precedence.

5. **Counterparts and Electronic Signatures**. This Supplemental Agreement may be executed in multiple counterparts, including by electronic 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.

6. **Effective Date**. This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 1: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on the 13th day of February 2025, and Day Communications, Inc signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 2/25/2025

Print Name: Aneth Williams Title: Director of Procurement

DAY COMMUNIATIONS, INC.

By: Amanda Day Date: 2/21/25

Print Name: Amanda Day Title: President

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance

By: Date: February 25, 2025

Print: Angela J. Wallace Title: General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

DAY COMMUNICATIONS, INC. (SSBE)

PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT SERVICES

CONTRACT NO. 001950
CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $4,492,375.00

CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT SERVICES

CONTRACT NO. 001950

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001950

CONTRACT

This Contract is made this 08th day of December 2022, 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 Day Communications, Inc., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 501 S. New York Ave., Suite 200, Winter Park, FL 32789, 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 Public Outreach Education and Communications Consultant Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 29, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of two 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.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 The Contract,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal, and
1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days 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 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 $4,492,375.00

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 ("Method of Compensation"), the technical proposal attached hereto as **Exhibit "C"**, and the Price Proposal attached hereto as **Exhibit "D"**, all of which shall be incorporated herein by reference.

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 "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 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

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** 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.

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 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. 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.

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

(v) 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. 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 individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Amanda Day, Project Manager

Katherine Davis, Project Manager II

Dori Madison, Sr. Communications Specialist

Trenda McPherson, Sr. Marketing Specialist

April Owens, Media Buyer / Marketing Specialist

Kellie Majorie, Graphic Designer, Digital Media/Video Editor

Lauren Powell, Graphic Designer, Media Traffic Coordinator

Betsy Holl, Administration/Support Staff

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. 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 RFP and 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 hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by

replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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 of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

Lure Design Inc.	Marketplace Blueprint	Harvey Smith Photography
Robert Pursley	John Cutter	Scaletta Photography

Studio Say So	KLR Agency	Net Conversion
Marketing for Change	Dan Tracy	Judy Watson Tracy
Doverwood Communication	Creative Fuel Advertising	Push Button Productions
Flight of Ideas	Study Hall Research	Imelda Dutton
Bean Productions	Boldist	Sailforth Productions
[redacted]	Promote Live, Inc.	Karen Doty

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.

18. 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.

19. 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.

20. 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.

21. 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."

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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

27.2 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.

28. 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.

29. ASSIGNMENT

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

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

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.

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: Public Affairs Officer

Coy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: DAY COMMUNICATIONS, INC.
501 S. New York Ave., Suite 200
Winter Park, FL 32789
Attn: Amanda Day, Project Manager

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form
Exhibit "D" Potential Conflict Disclosure Form
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 December 08 , 2022.

ACCEPTED AND AGREED TO BY:

DAY COMMUNICATIONS, INC.

By: Amanda Day

President

Title

ATTEST: Amanda Day, Secretary (Seal)

DATE: 12/21/22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.01.12 16:20:46 -05'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.01.12 16:01:26 -05'00'

General Counsel for CFX

Diego "Woody" Rodriguez

Print Name

EXHIBIT “A” – SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
PUBLIC OUTREACH COMMUNICATIONS AND
MARKETING CONSULTANT SERVICES

1.0 DESCRIPTION

The Central Florida Expressway Authority (CFX) requires the services of a Public Outreach Communications and Marketing Consultant (Consultant). Services required consist of, but are not limited to,

1.1

- Strategic communications to increase awareness of the CFX Brand, expressways, and E-PASS products.
- Social media strategy, management and content support to increase reach and engagement.
- Development of engaging content and culturally relevant messaging for websites, publications, presentations and the E-PASS customer service teams.
- Coordinate and draft bylines in state, national and trade publications for both earned and advertorial opportunities to increase visibility.
- Development and production of CFX's annual reports and plans
- Community outreach to support a minimum of seven events within CFXs jurisdiction annually
- Develop high-impact marketing campaigns and materials for target audiences, which may include strategic planning, creative concepts, outdoor billboard design, radio spots, print advertising, digital ads, video development and production, photography, and website development and redesign to grow the customer base
- Conduct market research to determine trends, customer profiles and expectations
- Expand and optimize product distribution channels
- Develop and coordinate a comprehensive paid media plan for a minimum of four campaigns annually which may include negotiating, scheduling, placing buys, monitoring, invoice reconciliation, and reporting. (CFX purchases all paid media buys per consultant recommendation.)
- Provide as request, but at a minimum, quarterly reports recapping marketing campaign performance and best practices.

Anticipated projects include, but are not limited to, the following:

- Consumer Product Marketing, i.e. E-PASS
- Customer Loyalty Programs
- Social Media Campaigns

- Annual Reports
- Safety Campaigns
- ROI Quarterly Reporting

1.2 The Consultant shall make available the personnel, facilities, supplies, materials and resources, necessary to enable the CFX to achieve its communication and marketing goals. The Consultant shall work closely with CFX staff in providing the support services included in this project scope as directed by the CFX. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

1.3 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant 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 consultants or CFX staff.

2.0 CONSULTANT SERVICES

2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work to support CFX's communications and marketing program through task orders.

CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing and quality assurance, recommending and planning the entire range of activities associated with communication and marketing.

Attending and preparing for project meetings, in addition to providing reports and Return on Investment (ROI) reports, to support CFX communications and marketing program. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by CFX through task orders.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit B, Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside

vendors/ sub-consultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by CFX. However, CFX is exempt from sales tax billed directly.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from CFX's Director of Public Outreach and Communications. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

4. **Entire Agreement.** This Second Supplement and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereto, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

5. **Effective Date.** This Second Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 2: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by CFX Governing Board, and Day Communications, Inc., signing through its undersigned signatory duly authorized to execute same.

DAY COMMUNICATIONS, INC.

By: Amanda Day

Print Name: Amanda Day

Title: President

Date: June 26, 2025

ATTEST: Rita Patricia Sehnert (SEAL)

Secretary or Notary

Rita Patricia Sehnert
June 26, 2025

RITA PATRICIA SEHNERT
MY COMMISSION EXPIRES 11-15-2026
NOTARY PUBLIC
COMM. # HH 329743
STATE OF FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2025.07.01 18:14:15 -04'00'

Print Name: Aneth Williams

Title: Director of Procurement

Date:

Reviewed and approved as to form for the exclusive reliance of CFX on: 06/09/2025

By:

Cristina T. Berrios
CFX Deputy General Counsel

CONSENT AGENDA ITEM
#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 15, 2025

SUBJECT: Approval of Atkinsrealis USA, Inc. as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services
Contract No. 001145

Board approval of Atkinsrealis USA, Inc. as a subconsultant to Dewberry Engineers Inc. to provide wetland restoration site preparation 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 Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers Inc. Date: 9/9/2025

CFX Contract Name: General Engineering Consulting Services CFX Contract No.: 001145

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: Atkinsrealis USA, Inc.

Address: 4030 West Boy Scout Blvd., Suite 700, Tampa, FL 33607

Phone No.: 407-913-6155

Federal Employee ID No.: 59-0896138

Registered with Sunbiz: ✓ Yes _____ No

Description of Services to Be Sublet:

Preparation of a wetland restoration site on the KPB parcel.

Estimated Beginning Date of Sublet Services: 10/13/2025

Estimated Completion Date of Sublet Services: 12/18/2026

Estimated Value of Sublet Services*: $ 250,000.00

*(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: R. Keith Jackson

(Signature of Consultant Representative)

Program Manager

Title

Recommended by: David V. Yoke Date: Sep 10, 2025

(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: Sep 10, 2025

(Signature of Appropriate Chief)

Reviewed by: Arett Williams Date: Sep 10, 2025

Director of Procurement

Revised Sublet: Yes ✓ No _____

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

REV. 08/8/2024

CONSENT AGENDA ITEM #9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 16, 2025

SUBJECT: Approval of Fifth Contract Renewal with Dewberry Engineers Inc. for General Engineering Consultant Services
Contract No. 001145

Board approval of the fifth renewal for the above referenced contract with Dewberry Engineers Inc. in the amount of $7,556,720.00 for one year, beginning on December 14, 2025 and ending December 13, 2026 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is general engineering consultant services.

Original Contract	$17,500,000.00
Supplemental Agreement No. 1	$ 8,345,000.00
Supplemental Agreement No. 2	$ 6,750,000.00
First Renewal	$16,946,240.00
Second Renewal	$ 6,411,550.00
Third Renewal	$ 8,438,745.00
Fourth Renewal	$ 7,581,965.00
Fifth Renewal	$ 7,556,720.00
Total	$79,530,220.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: *David V. Falk* *Glenn Pressimone*

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 5
to
CONTRACT NO. 001145
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
DEWBERRY ENGINEERS INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Dewberry Engineers Inc.** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001145**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **12/14/2025** and expiring on **12/13/2026**. There are **0** renewal options left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$71,973,500.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$7,556,720.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$79,530,220.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the

full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

DEWBERRY ENGINEERS INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Aneth Williams
Title: _____	Title: Director of Procurement
Date: _____	Date: _____
ATTEST: _____ Secretary or Notary	Reviewed and approved as to form for the exclusive reliance of CFX on: _____
	By: _____ Cristina T. Berrios Deputy General Counsel

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

September 15, 2025

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2026 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2026 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1, 2, 3, 4, 5, and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2026 – FY 2030 Five-Year Work Plan.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$54,473,500.00	
Amount of requested supplemental agreement/renewal	$ 7,556,720.00	
Total requested/authorized adjustments	$62,030,220.00	
Total requested/authorized to date		$79,530,220.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 4 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 DEWBERRY ENGINEERS, INC., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016 and a time extension dated November 7, 2023, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish 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 Contract, 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. **Renewal Term**. CFX and Consultant agree to exercise the fourth renewal of said Original Agreement, which renewal shall begin on December 14, 2024 and end on December 13, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached, in an amount up to $7,581,965.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. 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. **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.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 14th day ofNovember 2024, and Dewberry Engineers, Inc., signing through its Vice President, duly authorized to execute same.

DEWBERRY ENGINEERS, INC.

By: _____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST: Laura S Kline (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: _____

By: _____
Print Name: _____

Notary Public State of Florida
Laura S Kline
My Commission
HH 195806
Exp. 3/1/2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Date: 11/21/2024

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 21 day of November, 2024 for its exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.11.21 10:07:40 -05'00'
Angela J. Wallace
General Counsel

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

September 26, 2024

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2025 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2025 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1, 2, 3, 4, 5, and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2025 – FY 2029 Five-Year Work Plan.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$46,891,535.00	
Amount of requested supplemental agreement/renewal	$ 7,581,965.00	
Total requested/authorized adjustments	$54,473,500.00	
Total requested/authorized to date		$71,973,500.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of December 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016 and a time extension dated November 7, 2023, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish 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 Contract, 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. **Renewal Term**. CFX and Consultant agree to exercise the third renewal of said Original Agreement, which renewal shall begin on December 14, 2023 and end on December 13, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached, in an amount up to $8,438,745.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. 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. **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.

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.

DEWBERRY ENGINEERS, INC.

By:_____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name: DONALD HAMMACK

By:_____
Print Name: Carmen D. Pearce

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 27th day of December, 2023 for its exclusive use and reliance.

By: Jo O. Thacker
Jo O. Thacker, Interim General Counsel

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

October 24, 2023

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2024 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2024 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2024 – FY 2028 Five-Year Work Plan and change in the GEC role for landscape projects. The new project/project phases have a total design and construction cost over $1 billion.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$38,452,790.00	
Amount of requested supplemental agreement/renewal	$ 8,438,745.00	
Total requested/authorized adjustments	$46,891,535.00	
Total requested/authorized to date		$64,391,535.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish 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 Contract, 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. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on December 9, 2022 and end on December 8, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached, in an amount up to $6,411,550.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. 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. **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.

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.

DEWBERRY ENGINEERS, INC.

By: _____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST: _____ (SEAL)
Secretary or Notary
If Individual, furnish two witnesses

By: _____
Print Name: _____

By: _____
Print Name: _____

HEIDI J. ROLSTAD
MY COMMISSION EXPIRES
OCTOBER 30, 2025
HH 182375
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.12.22 11:10:49 -05'00'
Aneth Williams, Director of Procurement

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.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.20 16:12:09 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish 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 Contract, 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. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on December 9, 2021 and end on December 8, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement, in an amount up to $16,946,240.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. 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. **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.

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.

DEWBERRY ENGINEERS, INC.

By: _____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST: Laura S Kline (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.11.09 14:02:57 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 5th day of November, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez, General Counsel

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

September 15, 2021

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2022 – 1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2022 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2022 – FY 2026 Five-Year Work Plan. The new project/project phases have a total design and construction cost of almost $1.26 billion.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$15,095,000.00	
Amount of requested supplemental agreement/renewal	$16,946,240.00	
Total requested/authorized adjustments	$32,041,240.00	
Total requested/authorized to date		$49,541,240.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 2 entered into this 14th day of November, 2019, by and between Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for support of the development and implementation for the Lake/Orange County Connector and Poinciana Parkway Extension. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design phase support, permitting, right-of-way acquisition support, aerial photogrammetry and mobile LIDAR mapping and control survey mapping. The bidding and construction phases support are not included in this supplemental agreement.

2. CFX wishes to provide for support of the development and implementation for the Poinciana Parkway Widening. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design-build phase support, bidding and construction support and right-of-way survey and mapping.

3. The Consultant hereby agrees to provide the required continued support of development and implementation for Lake Orange County Connector, Poinciana Parkway Extension and Poinciana Parkway Widening for an increase in the Contract amount of a not to exceed $6,750,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.

4. CFX and Consultant 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, 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 Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

5. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: $6,750.000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/20/19

DEWBERRY ENGINEERS, INC.

By: _____

Title: Vice President

Attest: Laura S Kline (Seal)

Date: 11/18/19

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 1 entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for continued support of the development and implementation of CFX's Five-Year Work Plan.

2. The Consultant hereby agrees to provide the required continued support and services for an increase in the Contract amount of a not to exceed $8,345,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.

3. CFX and Consultant 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, 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 Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: $8,345.000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/9/18

DEWBERRY ENGINEERS, INC.

By: _____
Kevin Knudson

Title: Vice President

Attest: _____ (Seal)
Donna Hammack

Date: 11/12/2018

Approved as to form and execution, only.

_____
General Counsel for CFX

Contract No. 001145

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 10th day of November, 2016, 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, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and Dewberry Engineers, Inc., hereinafter called "CONSULTANT", a New York corporation, registered and authorized to do business in the state of Florida, whose principal address is 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain General Engineering Consultant Services for projects as identified by CFX.

2.0 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 written 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.

Contract No. 001145

Reference herein to Director shall mean CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure or authorized designee. The Project Manager 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 Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies

Contract No. 001145

interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which could affect the completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason for the delay and the amount of time related to the reason. CFX will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. 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. Attachment "1" within Exhibit "A", Scope of Services, details required key personnel and minimum experience requirements for performance under the Agreement; the CONSULTANT may associate with it such subconsultants, 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 subconsultants, the CONSULTANT shall be fully responsible for satisfactory

Contract No. 001145

completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the subconsultants listed below without the written consent of CFX. All subconsultants shall be qualified by CFX to perform all work assigned to them. 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.

LIST OF APPROVED SUBCONSULTANTS:	AREAS OF RESPONSIBILITY
Ardaman & Associates, Inc. (class 2)	Geotechnical Services
Antillian Engineering Associates, Inc. (class 2)	Geotechnical Services
IDA Consulting Engineers, Inc. (class 1)	Structures
Montgomery Group (class 1)	General Program Support/CADD/GIS
RTD Group (class 1)	Right-of-Way Services
Omni Communications (class 1)	Utility Coordination
Vanasse Hangen Brustlin, Inc. (class 1)	PD&E/Electrical/Lighting/Traffic/ Signing & Pavement Marking

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement 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 Agreement.

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

Contract No. 001145

Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the 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.

In all instances where the CONSULTANT desires to subcontract work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, the CONSULTANT shall obtain a schedule of rates. Review and approval of the schedule of rates by CFX is required prior to any rates being paid to the subconsultant.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit "A", Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Invoices for fees or other

Contract No. 001145

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 design reviews performed 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, 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 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, 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.

Contract No. 001145

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, 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.

Contract No. 001145

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.

9.0 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 Agreement.

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.

10.0 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 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to

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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.

11.0 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". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

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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 documents 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 7.0 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 Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes 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

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Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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.

13.0 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

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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.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of 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 working 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

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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 and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

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 the CFX against any claim, suit or proceeding brought against the 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, costs, charge, expense, and attorney's fees, awarded against the CFX.

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15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement 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.

16.0 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

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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.

16.1 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 the ISO 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. 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.

16.2 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

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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.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. 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.

16.4 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

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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 responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-, VII. 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.

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.

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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.

17.0 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 furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 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 of logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. If a copy of CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The proper presentation of CFX logo is of utmost importance to CFX. Any questions regarding the use of CFX logo shall be directed to the CFX Public Affairs Officer or his/her designee.

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18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 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.

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20.0 E-VERIFY CLAUSE

CONSULTANT 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 CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

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 Director for resolution.

During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services or has oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have oversight responsibilities.

2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

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where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT developed the Scope of Services. 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 developed the Scope of Services.

22.0 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 agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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." Pursuant to Section

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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."

24.0 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.

25.0 ASSIGNMENT

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

26.0 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,

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this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 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 CONSULTANT'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 CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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(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 CONSULTANT in determining a price.

28.2 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 subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 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 subcontractor of another contractor 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.

28.4 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

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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.

28.5 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 of the project by CFX, (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.

29.0 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:

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

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Kevin Knudson

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Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Keith Jackson

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

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IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016

DEWBERRY ENGINEERS, INC.

BY: _____
Authorized Signature

Title: Vice President

ATTEST: Laura S Klein (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____ 12/8/2016
Director of Procurement

Print Name: Robert Johnson

Approved as to form and execution, only.

General Counsel for CFX

Joseph Passiatore

EXHIBIT A

SCOPE OF SERVICES

Exhibit "A"

SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

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ATTACHMENT 1: Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction and maintenance of the CFX's existing and future system. This Scope of Services describes and defines those services.

2 OVERVIEW

CFX will request GEC services as described below on an as-needed basis. Services to be provided will be authorized and completed as directed by CFX's Chief of Infrastructure (or authorized designee) by means of individual Work Authorizations. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC 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 GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out. Attachment "1" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the GEC services.

3 SERVICES

As requested by CFX, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

3.1 BOND COVENANT SERVICES SUPPORT

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires CFX to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of CFX. These acts and duties have been defined by CFX to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting CFX with approval of all expenditures from the Construction Fund.
- Advising and conferring with CFX concerning the budget for maintenance and repair of the CFX system.
- Making an annual independent inspection and report concerning the condition of the CFX system.

- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the CFX system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of CFX property will not have a negative impact on the operation of the CFX system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting CFX with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

3.2 ENGINEERING/DESIGN SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.

- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3.3 PLANNING SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in MetroPlan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

3.4 MAINTENANCE PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Provide engineering support to assist CFX's Maintenance Program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for CFX's Pavement Management Program based on FDOT data.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Perform Maintenance Rating Program (MRP) inspections using the criteria established in FDOT's Roadway and Roadside Maintenance procedure (Topic No. 850-000-015), the MRP procedure (Topic No. 850-065-002) and the MRP Handbook.

- Attend meetings and site visits as required to carry out the above services.

3.5 GENERAL PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for CFX staff presentations to the Board of Directors as well as other agencies.
- Assist CFX staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist CFX staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by CFX.
- Provide graphics services in support of CFX's Public Information Program and as may be requested by CFX.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

3.6 WORK PLAN SUPPORT

The GEC may be authorized to perform the following in support of the development and implementation of the current and future Five-Year Work Plan projects:

- Professional services contract support.
- Landscaping support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.
- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

3.7 MULTIMODAL/TRANSIT SUPPORT

The GEC may be authorized to perform the following in support of the development of multimodal/transit projects:

- Act as an advisor to CFX on multimodal/transit related projects including, but not limited to, fixed guideway, light rail, Bus Rapid Transit or Special Use Lane projects
- Oversight role for multimodal/transit concept development
- Oversight role for multimodal/transit final project development process

4 OTHER SERVICES

CFX may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental and registered land surveying in support of CFX's program areas of Plans Production, Construction, Roadway and Bridge Maintenance, Facilities Maintenance, Materials and Geotechnical Engineering not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

Attachment "1"

KEY PERSONNEL AND MINIMUM EXPERIENCE REQUIREMENTS GENERAL ENGINEERING CONSULTANT SERVICES

1 REQUIRED POSITIONS AND DESCRIPTIONS

1.1 PROGRAM MANAGEMENT

1.1.1 PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twenty (20) years of engineering experience as well as experience in program management. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a large staff; and ability to develop and review policies, methods, practices and procedures; knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.2 SENIOR PROJECT MANAGER/DEPUTY PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twelve (12) years of engineering and/or project management experience. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.3 PROJECT MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and eight to twelve (8 - 12) years of engineering and/or project management experience. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.4 ESTIMATES COORDINATOR

A college degree is preferred; however, a high school diploma or equivalent and ten to fifteen (10-15) years of professional experience in cost estimating, civil engineering and construction services (primarily for civil engineering and transportation projects) including construction administration, development of cost estimates at various stages of design,

preparation of project schedules and analysis of engineering design alternatives. Qualifications include the ability to communicate effectively in English (verbally and in writing) to large groups of people and to follow written and verbal instructions with active listening; Knowledge of design pay items, historical bid unit cost data and construction plans development process; Knowledge of contract bid analysis and evaluation; Skill in using Microsoft products such as Word, Excel and PowerPoint in the preparation of reports. Skill in reviewing and interpreting design plans and specifications; Ability to interpret construction cost data and contract documents; Ability to establish and maintain effective internal and external working relationships; Ability to plan, organize, prioritize and perform multiple work assignments.

2.1 RIGHT-OF-WAY

2.1.1 RIGHT-OF-WAY PROJECT MANAGER

Five (5) years' experience managing Right of Way projects including: acquisition, suit preparation, relocation, R/W clearing, and consultant and contract management. Budget/contract management experience and advanced understanding of CFX Right of Way procedures. Must have active Florida Real Estate License (Salesperson or Broker). Qualifications include the ability to conduct negotiations, closings, eminent domain preparation, relocation and Right of Way clearing activities for projects handled in-house; responsible for the direction and supervision of in-house consultant staff for all right of way activities; ensure efficient and productive utilization of consultant staff and manages overall workload to meet program deadlines and provide high quality service; and provide comments through for project manager. This position shall be located in the Proposer's Central Florida office.

2.2 PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDIES

2.2.1 PD&E PROJECT MANAGER

Professional Engineer with five (5) years of post-registration experience and five to ten (5 to 10) years of experience with three (3) years of PD&E experience. Qualifications include the ability to provide project guidance to Consultant Project Managers; supports PD&E phase scope and staff hours development; manages project schedules; knowledge of CFX and FDOT policies, procedures, and standards; supports administration of consultant contracts; supports Public Involvement Plans; supports production delivery; and manages resource allocations. This position shall be located in the Proposer's Central Florida office.

2.3 DESIGN

2.3.1 CONCEPT ENGINEER

Registered Professional Engineer in the State of Florida with ten (10) years of Roadway Engineering experience which includes four (4) years of relevant transportation experience. Qualifications include the ability to manage projects in preliminary design phases including the tracking of previous, current and future conceptual analysis design needs and tracking of project team productivity; responsible for preliminary design geometrics, alternatives analysis and long range estimates for assigned projects; develops technical documentation corresponding to concept drawings and alternative analyses; establishes a consistent

method of QA/QC for all work produced; and serves as technical liaison with clients on project efforts.

2.3.2 DRAINAGE ENGINEER

Registered Professional Engineer in the State of Florida with seven (7) years' experience. Must have at least three (3) years of transportation/FDOT design experience in drainage/hydraulics. Qualifications include the ability to be responsible for drainage reviews of project plans and documents in all stages of development. This includes the review of stormwater management facilities, stormwater conveyance systems, BMP's, floodplain compensation areas, French drain, culverts, bridge hydraulics, etc.; may include various design of items listed above; assist in preparation and negotiations of Project Scope, Units, Manhours; provide drainage guidance as needed to Construction and Maintenance; assist in the development of concept plans and calculations; assist in the development of RFP's; and review property surplus and lease requests for drainage needs. This position shall be located in the Proposer's Central Florida office.

2.3.3 STRUCTURAL ENGINEER

A minimum of eight (8) years of experience in bridge and transportation systems. A minimum of five (5) years of experience on FDOT Projects. Registration in the State of Florida as a Professional Engineer. Qualifications include the ability to review Category 1 structure plans and other technical documents such as Design Variations, Design Exceptions, typical section packages, maintenance permits and non-conventional project concept plans and documents; review all component plans for structural details and coordination among plan sets; coordinate with FDOT Central Office on, and performs the District review of, plans and/or non-conventional project concept plans and documents involving Category 2 structures; reviews contractor-initiated submittals (RFIs, RFCs, shop drawings, remedials, etc.) and coordinates with construction personnel as necessary; assists the Project Manager with the development of scopes of services, units, and staff hour estimates for structural work on Consultant design projects; assists in the negotiating of staff hours and units for Consultant design projects, when necessary; assists with the development of Requests for Proposals (RFP) for non- conventional bid projects; provides structural engineering support to CFX and Consultant staff in areas of structure plans, analysis and design; identifies and solves complex structural engineering issues. Provides input to the project manager regarding potential policy manual and design standard revisions; manages time and coordinates home office reviews and resources to meet project schedules; and attends project meetings, field reviews, and other project-related functions and debriefs others as necessary.

2.3.4 UTILITY COORDINATOR

A minimum of four (4) years of experience performing utility coordination in accordance with CFX standards, policies, and procedures. Qualifications include the ability to oversee utility coordination by the design consultants. Review utility documents and submittals including mark ups, utility work schedules and utility plans. Provide feedback and direction as needed to complete the utility coordination process. Oversee the preparation of utility certification packages to meet project production schedules; process encumbrances for reimbursable utility work.

2.3.5 ROADWAY ENGINEER

Eight (8) years minimum roadway design experience, Professional Engineer Registration in Florida required, five (5) years minimum CFX or FDOT roadway design experience. Qualifications include the ability to review of project submittals including Design-Build (DB) and traditional Design-Bid-Build. Confirm compliance with CFX and FDOT design criteria and Standards. Provide review comments and confirm compliance to comments with responses and subsequent submittals. Advise the Project Manager of review workload, review issues, and developing trends in submittals; and assist in the preparation of units and staff hour estimates and review Scope of Services prior to negotiations for original contract and Supplemental Agreements. This position shall be located in the Proposer's Central Florida office.

2.3.6 SURVEYING AND MAPPER

Florida Surveyor and Mapper License in accordance with Chapter 472, Florida Statutes with eight (8) years' experience. Must have at least five (5) years of FDOT RW mapping or location experience. Include support, coordination, review and preparation of reports, deeds, documents agreements, and plans as requested. Also includes the participation of in-house production and QA review as needed to follow CFX Policy and protocol; performs contract administration duties including preparation of scope of services, preliminary estimates, assist in negotiations and invoice reviews. Provides technical support to consultant survey staff and monitors consultants' adherence to survey scopes pertaining to quantity, quality, and schedule. Includes coordinating and review of office and field information for the preparation of surveys; and direct, guide consultant surveyors on the gathering, processing, analyzing and displaying of raw field data utilizing FDOT pre-approved electronic survey gathering instrumentation and computer programs.

2.3.7 LIGHTING ENGINEER

Eight (8) years minimum electrical/lighting design experience, Professional Electrical Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual, preliminary and final lighting design plans; review plans, specifications and inspection reports in accordance with CFX requirements; review quantity estimates and cost estimates for proposed lighting/electrical work; prepare and manage staff hour estimates, concept reports and project scopes; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions of electrical Lighting facilities; provide general technical support and assist in development of Lighting electrical criteria for design projects; assist in performing post-design oversight such as shop drawing overviews and construction requests for information; manage home office support task assignments as requested; and provide general electrical/lighting expertise as needed.

2.3.8 TRAFFIC ENGINEER

Eight (8) years minimum traffic design experience, Professional Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual,

preliminary and final traffic engineering designs such as signing and pavement markings and traffic signals; prepare and manage staff hour estimates, concept reports and project scopes; prepare plans, specifications and inspection reports; calculate quantity estimates in connection with the traffic aspects of road construction; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions on signing, pavement marking, and traffic signals; and provide general technical support and assist in development of traffic engineering criteria for design projects. This position shall be located in the Proposer's Central Florida office.

2.3.9 LANDSCAPE ARCHITECT

A Bachelor's Degree in Landscape Architecture from an accredited university with ten to fifteen (10-15) years of experience. Qualifications include graphic design abilities both for drawing and visual presentations; hardscape design and construction field experience; landscape design and construction field experience; Roadway specific landscape design experience; project management and project programming experience; project budgeting; well versed in CFX or FDOT roadway plan documents and guidelines; extensive use or understanding of CADD programs; and ability to communicate effectively in English (verbally and in writing) and to large groups of people.

2.4 MULTIMODAL/TRANSIT

2.3.1 MULTIMODAL/TRANSIT ENGINEER/PLANNER

A Bachelor's Degree in Planning, Civil Engineering or related field from an accredited university with eight to ten (8-10) years of experience in multimodal and/or transit related projects. Registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) Qualifications include the ability to provide guidance to CFX staff on conceptual planning, analysis of future demand for transportation facilities and final design elements relating to multimodal/transit type projects. Must also possess the ability to communicate effectively in English (verbally and in writing) and to large groups of people.

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2025

SUBJECT: Approval of First Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services
Contract No. 001922

Board approval of the first renewal for the above referenced contract with CDM Smith, Inc. in the amount of $1,700,000.00 for one year, beginning on October 24, 2025 and ending October 23, 2026 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes traffic and earnings consultant services.

Original Contract	$3,600,000.00
Supplemental Agreement No. 1	$ 320,000.00
First Renewal	$1,700,000.00
Total	$5,620,000.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by:
Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 1
to
CONTRACT NO. 001922
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
CDM SMITH, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **CDM Smith, Inc.** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001922**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **10/24/2025** and expiring on **10/23/2026**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$3,920,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$1,700,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$5,620,000.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

CDM SMITH, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: _____

By: _____
Cristina T. Berrios
Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 001922

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on August 11, 2022, entered into an Agreement whereby CFX retained the Consultant to furnish Traffic and Earning Services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by $320,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue to provide the required services with no change in the fees and rates included in the original Contract dated August 11, 2022;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by $320,000.00 which shall make the total not-to-exceed amount of the Contract $3,920,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract 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 Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and CDM SMITH INC. signing through its Principal/Client Service Leader, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 11/14/2024

Print Name: Aneth Williams Title: Director of Procurement

CDM SMITH INC.

By: Carleen M Flynn Date: 9/19/2024

Print Name: CARLEEN M. FLYNN Title: PRINCIPAL

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.20 08:25:03 -04'00' Date: September 20, 2024

Print Name: Angela J. Wallace Title: General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CDM SMITH INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

CONTRACT DATE: AUGUST 11, 2022
CONTRACT AMOUNT: $3,600,000.00

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

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

AUGUST 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001922

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of August, 2022, 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 CDM Smith 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 101 Southhall Lane, Suite 200, Maitland, FL. 32751.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager 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 Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Traffic and Earning Services in accordance with Contract No. 001922.

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 rendering any of the services, 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.

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

3.0. 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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. 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. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. 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 in a design capacity and shall have due regard for acceptable standards of design 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. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. 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:

Resource Systems Group, Inc. - Class I
Insight Transportation Consulting, Inc. - Class I
Florida Transportation Engineering, Inc. - Classes I and II

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 the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT 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 subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's 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 CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT 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.

6.0. 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 not-to-exceed amount of $3,600,000.00 for the initial three-year term of this Agreement. 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 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, 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.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data first 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 101 Southhall Lane, Suite 200, Maitland, FL. 32751.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," 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 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. 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.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY 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.

9.0. 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 Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 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.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, 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 in writing the Agreement or (b) notifying the CONSULTANT in writing 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 in accordance with **Exhibit "B"** for work properly 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 transferred to and 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 work properly performed rendered up to the time of any such termination in accordance with Section 7.0 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.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager 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. 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 Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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 for consideration by the Executive Director; 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.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT 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 the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, 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 the AUTHORITY 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 and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

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 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. 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 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement 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.

15.0. 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 and endorsements 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.

15.1 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 the ISO 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, 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.

15.2 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/annual aggregate. 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. An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

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.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per

employee for bodily injury by disease, and $500,000 policy limit by disease. 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.

15.4 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 responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. 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.

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.

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.

16.0. 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 7.0 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.

17.0. 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.

18.0. 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 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT 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 CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. 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 agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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."

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."

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
22.4. been engaged in business operations in Cuba or Syria; or
22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY 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 CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT in determining a price.

24.2 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 subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, 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 subcontractor of another contractor 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.

24.4 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.

24.5 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 of the project by CFX, (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.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County,

Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. 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: CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Carleen Flynn, AICP – Project Manager

CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Hugh Miller, PhD, PE

27.0. 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.

28.0. 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.

29.0. ASSIGNMENT

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

30.0. 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.

31.0. 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.

32.0. 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]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 11 , 2022.

CDM SMITH INC.

BY: Carleen M Flynn
Authorized Signature

Print Name: Carleen M. Flynn

Title: Client Service Leader

ATTEST: Crista Storey-Belrose (Seal)
Secretary or Notary

CRISTA STOREY-BELROSE
Notary Public
State of Florida
Comm# HH189002
Expires 10/21/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2022.10.19 16:52:58 -04'00'
Director of Procurement

Print Name: Aneth Williams

Approved as to form and execution, only.

Laura Newlin Kelly
General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
GENERAL TRAFFIC AND EARNINGS CONSULTANT
CONTRACT NO. 001922
SCOPE OF SERVICES

I. PURPOSE

CFX requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services.

CFX shall request Consultant services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the Consultant is providing 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.

II. GENERAL REQUIREMENTS

The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit D of the Agreement. Any changes in the key personnel by the Consultant shall be subject to review and approval by CFX.

The Consultant shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed in the Consultant's or subconsultant's office located in the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).

III. CONSULTANT SERVICES AND RESPONSIBILITIES

The Consultant shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.

2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.

3. Update and/or review the land use information along CFX projects.

4. Maintain county demographic and land use information about CFX's project area.

5. Develop Planning Concept Reports.

6. Develop Design Traffic Reports

7. Special Studies as assigned.

8. Create and maintain a traffic forecasting model using FSUTMS.

9. Apply CFX's model and FSUTMS to:

   - Interpret model results.
   - Develop all system and design traffic.
   - Document the model results including assumptions.

10. Develop, implement and maintain a document control and filing system that shall govern the Consultant's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

B. System Review, Annual Report and Bonding Support

1. The Consultant shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.

3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.

4. Upon request by CFX, prepare studies to include, but not be limited to, the following:

- Financial Feasibility
- Toll Rate Structure
- Bonding Capacity of Projects

5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.

6. Certification of estimated project revenues for economic feasibility determination.

7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by CFX.

8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the Consultant shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:

- Miscellaneous traffic modeling.
- Submittal and review of design traffic.
- Operational analysis and traffic simulation.
- Analysis of vehicle count and classification data.
- System project review.

D. Meetings and Workshops

1. Attend meetings with CFX staff, consulting engineers, or other individuals or agencies designated by CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the Consultant, the following information and data in connection with services authorized under terms of the Agreement:

A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the Consultant.

B. Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to Consultant's responsibilities as described herein.

C. Furnish available traffic, safety (accident) and planning data.

V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the Consultant shall obtain a schedule of rates for review and approval by CFX prior to any work being performed.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Agreement with Manatee County Natural Resources Department for Gopher Tortoise Relocation
CR 532 Widening from Old Lake Wilson Road to US 17/92
Project 538-235A

Board approval is requested for the Executive Director to enter into an agreement with Manatee County Natural Resources Department for a not-to-exceed amount of $313,200.00. This agreement is necessary to obtain the required Gopher Tortoise Relocation Permits through the Florida Fish and Wildlife Conservation Commission in advance of construction activity anticipated to begin January 2026.

This cost is included in the Five-Year Work Plan.

Reviewed by: *David V. Falk*
David Falk, P.E.
Director of Engineering

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

CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Mitigation Credit Purchases with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for SR 534 from SR 417 to Laureate Blvd. Project 534-241

Board approval is requested for the Executive Director to enter into an agreement with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for a not-to-exceed amount of $1,099,500.00 to purchase mitigation bank credits.

Environmental impacts from this project require state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM #13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Mitigation Credit Purchases with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for SR 534 – Simpson Road Extension Project 534-242A

Board approval is requested for the Executive Director to enter into an agreement with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for a not-to-exceed amount of $879,600.00 to purchase mitigation bank credits.

Environmental impacts from this project require state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE) and the South Florida Water Management District (SFWMD) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM #14

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Mitigation Credit Purchases with TM Econ MB Phase 1-3 d/b/a Holland Properties, Inc. for SR 534 from SR 417 to Laureate Blvd.
Project 534-241

Board approval is requested for the Executive Director to enter into an agreement with TM Econ MB Phase 1-3 d/b/a Holland Properties, Inc. for a not-to-exceed amount of $240,000.00 to purchase mitigation bank credits.

Environmental impacts from this project require state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of First Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services
Contract No. 001968

Board approval of the first renewal for the above referenced contract with PFM Financial Advisors LLC in the amount of $364,000.00 for one year, beginning on January 1, 2026 and ending December 31, 2026 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes providing financial advisory services.

Original Contract	$ 895,000.00
First Renewal	$ 364,000.00
Total	$1,259,000.00

A portion of this contract is included in the OM&A Budget and a portion will be paid out of future bond issuances.

Reviewed by: *Lisa Lumbard*
Lisa Lumbard
Chief Financial Officer

RENEWAL NO. 1
to
CONTRACT NO. 001968
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
PFM FINANCIAL ADVISORS LLC

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **PFM Financial Advisors LLC** (**"Financial Advisor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Financial Advisor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. Renewal of Agreement. The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001968**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **01/01/2026** and expiring on **12/31/2026**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$895,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$364,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$1,259,000.00**.

C. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. Counterpart and Electronic Signatures. This Renewal 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.

E. Binding Effect. To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Financial Advisor signing through its undersigned signatory, duly authorized to execute same.

PFM FINANCIAL ADVISORS LLC

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: _____

By: _____
Cristina T. Berrios
Deputy General Counsel

CONTRACT

AND

PFM FINANCIAL ADVISORS LLC

FINANCIAL ADVISOR SERVICES
CONTRACT NO. 001968

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $895,000.00

CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

FINANCIAL ADVISOR SERVICES

CONTRACT NO. 001968

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Exhibit “B” Contractor Price Proposal	
Exhibit “C” Potential Conflict Disclosure Form	

CONTRACT

This Contract is made this 08th day of December 2022, 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 PFM Financial Advisors LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, hereinafter "the FINANCIAL ADVISOR."

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 FINANCIAL ADVISOR to perform Financial Advisory Services and related tasks as may be assigned to the FINANCIAL ADVISOR by CFX; and

WHEREAS, on or about October 31, 2022, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, FINANCIAL ADVISOR was the successful one of two 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISORs or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days 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 be based, in part, on a determination by CFX that the value and level of service provided by FINANCIAL ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide FINANCIAL ADVISOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.) If necessary, the Procurement Director may extend the term of the Contract to complete any pending tasks or assignments so long as it will not increase or require any further increases in the contract amount.

Either party 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 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, the party shall notify the other party (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. FINANCIAL ADVISOR will be paid for all work properly performed prior to termination. FINANCIAL ADVISOR 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 FINANCIAL ADVISOR: (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 FINANCIAL ADVISOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If FINANCIAL ADVISOR (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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR's default (including the costs of completing Contract performance) shall be charged against the FINANCIAL ADVISOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the FINANCIAL ADVISOR 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, FINANCIAL ADVISOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit FINANCIAL ADVISOR 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 FINANCIAL ADVISOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by FINANCIAL ADVISOR. 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or any employee, servant, or agent of the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 $895,000.00

3.2 Price Proposal attached hereto as **Exhibit "B"**, all of which shall be incorporated herein by reference.

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 FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or any subcontractors. By submitting a response to the Request for Proposal, FINANCIAL ADVISOR and any subcontractors 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 FINANCIAL ADVISOR refuses such access or review, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR. These provisions shall not be limited in any manner by the existence of any FINANCIAL ADVISOR claims or pending litigation relating to the Contract. Disqualification or suspension of the FINANCIAL ADVISOR for failure to comply with this section shall also preclude the FINANCIAL ADVISOR from acting in the future as a subcontractor of another FINANCIAL ADVISOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the FINANCIAL ADVISOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The FINANCIAL ADVISOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the FINANCIAL ADVISOR and any or all subcontractors ADVISORs to support the compensation paid the FINANCIAL

ADVISOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR agrees that such amounts are due to CFX upon demand. Final payment to the FINANCIAL ADVISOR shall be adjusted for audit results.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FINANCIAL ADVISOR'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," FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or keep and maintain public records required by the public agency to perform the service. If FINANCIAL ADVISOR transfers all public records to the public agency upon completion of the contract, FINANCIAL ADVISOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FINANCIAL ADVISOR keeps and maintains public records upon completion of the contract, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), FINANCIAL ADVISOR shall immediately notify the CFX. In the event FINANCIAL ADVISOR has public records in its possession, FINANCIAL ADVISOR shall comply with the Public Records Act and FINANCIAL ADVISOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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. FINANCIAL ADVISOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for FINANCIAL ADVISOR, to solicit or secure this Contract, and that FINANCIAL ADVISOR 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.

FINANCIAL ADVISOR 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. FINANCIAL ADVISOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, FINANCIAL ADVISOR 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, FINANCIAL ADVISOR 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, FINANCIAL ADVISOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

FINANCIAL ADVISOR covenants and agrees that it and its employees, officers, agents, and subFINANCIAL ADVISORs 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.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. FINANCIAL ADVISOR INSURANCE

FINANCIAL ADVISOR 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. FINANCIAL ADVISOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

7.1 **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 FINANCIAL ADVISOR under this Agreement.

7.2 **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; applicable only if vehicles are utilized.

7.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

7.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

7.5 **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 FINANCIAL ADVISOR. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than four (4) years following Contract expiration, termination or cancellation.

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 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. FINANCIAL ADVISOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by FINANCIAL ADVISOR hereunder, FINANCIAL ADVISOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit FINANCIAL ADVISOR'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 FINANCIAL ADVISOR'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 FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR's expense and deduct such costs from FINANCIAL ADVISOR payments. Alternately, CFX may declare FINANCIAL ADVISOR in default for cause.

8. FINANCIAL ADVISOR RESPONSIBILITY

FINANCIAL ADVISOR shall comply with, and shall cause its employees, agents, officers and subcontractors ADVISORs and all other persons for whom FINANCIAL ADVISOR 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

(v) compliance with the public records laws of Chapter 119, Florida Statutes.

9. INDEMNITY

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR and other persons employed or utilized by FINANCIAL ADVISOR in the performance of the contract.

Further, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, or due to any negligent or intentionally wrongful act or occurrence of omission or commission of the FINANCIAL ADVISOR, 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:

9.1 violation of same by FINANCIAL ADVISOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the FINANCIAL ADVISOR Property or FINANCIAL ADVISOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by FINANCIAL ADVISOR,

9.4 FINANCIAL ADVISOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 FINANCIAL ADVISOR's failure to include terms in its subcontracts as required by this Contract,

9.6 FINANCIAL ADVISOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 FINANCIAL ADVISOR's breach of any of the warranties or representations contained in this Contract.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR for performance of each task authorized under the Contract is the specific consideration from CFX to FINANCIAL ADVISOR for FINANCIAL ADVISOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PRESS RELEASES

FINANCIAL ADVISOR 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.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the FINANCIAL ADVISOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by FINANCIAL ADVISOR; 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.

12. NONDISCRIMINATION

FINANCIAL ADVISOR, its employees, officers, agents, and subFINANCIAL ADVISORs 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.

13. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the FINANCIAL ADVISOR is the level of expertise, knowledge and experience possessed by employees of FINANCIAL ADVISOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

David Miller, Managing Director

Brent Wilder, Managing Director

Hope Scarpinato, Director

Brad Guilmino, Director

Xiaoyun Li, Analyst

and FINANCIAL ADVISOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, FINANCIAL ADVISOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and 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, FINANCIAL ADVISOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

FINANCIAL ADVISOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by FINANCIAL ADVISOR, are listed above 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, FINANCIAL ADVISOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by FINANCIAL ADVISOR hereunder. FINANCIAL ADVISOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, FINANCIAL ADVISOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The FINANCIAL ADVISOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

14. NOTIFICATION OF CONVICTION OF CRIMES

FINANCIAL ADVISOR shall notify CFX if any of FINANCIAL ADVISOR'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 OPPORTUNITY EMPLOYMENT

FINANCIAL ADVISOR 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, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR to perform the Services based upon characteristics and qualifications of FINANCIAL ADVISOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, FINANCIAL ADVISOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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, FINANCIAL ADVISOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR until it has been approved by CFX Board. In the event of a designated emergency, the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, 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."

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, 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 FINANCIAL ADVISOR for work properly performed and materials furnished at the prices submitted with the Proposal.

22. RELATIONSHIPS

FINANCIAL ADVISOR acknowledges that no employment relationship exists between CFX and FINANCIAL ADVISOR or FINANCIAL ADVISOR's employees. FINANCIAL ADVISOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. FINANCIAL ADVISOR 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.
FINANCIAL ADVISOR shall conduct no act or omission that would lead FINANCIAL ADVISOR's employees or any legal tribunal or regulatory agency to believe or conclude that FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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, FINANCIAL ADVISOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The FINANCIAL ADVISOR 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 FINANCIAL ADVISOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of FINANCIAL ADVISOR's employees with respect to any successor of FINANCIAL ADVISOR; 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 FINANCIAL ADVISOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of FINANCIAL ADVISOR who performed work under the Contract; and

26.2 FINANCIAL ADVISOR 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

FINANCIAL ADVISOR 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. ASSIGNMENT

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

29. E-VERIFY

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR during the term of the contract. FINANCIAL ADVISOR 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.

30. 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 FINANCIAL ADVISOR to that effect.

31. 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 AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: Chief Financial Officer
Copy to:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel
FINANCIAL ADVISOR:	PFM Financial Advisors LLC 200 South Orange Avenue, Suite 760 Orlando, Florida 32801 ATTN: David Miller, Managing Director

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Price Proposal
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 December 08, 2022.

ACCEPTED AND AGREED TO BY:

PFM FINANCIAL ADVISORS LLC

By: _____

Managing Director

Title

ATTEST: _____ (Seal)

DORRENA B. DAVIS
MY COMMISSION # GG 947220
EXPIRES: April 18, 2024
Bonded Thru Notary Public Underwriters

DATE: 1/18/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.01.20 10:25:36 -05'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.01.20 10:03:10 -05'00'

General Counsel for CFX

Diego "Woody" Rodriguez

Print Name

Exhibit “A”
Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES
FINANCIAL ADVISOR SERVICES
CONTRACT NO. 001968

This Scope of Services covers the entire spectrum of services customarily provided to governmental entities by financial advisors, but may generally be divided into three groups: services related to financial planning, services related to debt issuance, and special services. The services provided should include, but need not necessarily be limited to, the following:

1. SERVICES RELATED TO FINANCIAL PLANNING

In consultation with CFX's staff and various consultants, the Financial Advisor will design and monitor the plan of finance for CFX's capital improvement plan. The plan will include, but will not be necessarily limited to, the following:

A. An overall evaluation of the legal structure and all financing sources presently available to CFX, including, but not limited to, internally generated funds, debt financing, leasing, federal or state grants, private sources, and various combinations of all these sources.

B. A comprehensive analysis of CFX's current debt and financial capacity.

1. This analysis includes a long-term financial feasibility analysis for each significant capital improvement project contained in CFX's plan for which financing must be considered. Implicit in this analysis is an evaluation of the impact of the operating costs of these improvements upon the financial capacity of CFX.

2. The financial advisor should also review all indebtedness of CFX presently outstanding, and provide recommendations relative to the refinancing or early retirement of said obligations.

C. Provide an analysis of all available financing options.

1. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.

2. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should include recommendations as to the structure of the debt and any variations that would be appropriate for and advantageous to CFX.

D. Recommendations as to the need for short or intermediate term financing prior to or in conjunction with long term financing, as appropriate.

E. Recommendations as to possible changes in or additions to the existing financial resources and legal structures.

F. Advice on terms and features of bonds and on timing and marketing of bond issues.

G. Providing CFX with assistance in the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

H. Performance of other related services as required related to the development of a financing plan.

2. SERVICES RELATED TO DEBT ISSUANCE

The Financial Advisor shall, as requested, provide the following services in conjunction with the issuance of debt instruments by CFX:

A. Prepare a Debt Financing Structure. This is a complex function, which will generally consist of, but need not necessarily be limited to, development of the following structural components:

1. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.

2. Determination of maturity schedule for the proposed debt.

This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.

3. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used, to repay the debt, which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge.

4. Evaluate and recommend, where appropriate, the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of bond insurance or letters of credit.

5. Recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes an analysis not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes.

6. Advising and preparing analysis as to the advantages and disadvantages of a negotiated versus competitive sale of bonds. In the event that a negotiated sale is the preferred method, the financial advisor may be required to assist in the preparation of a request for proposals for underwriting services and in the selection process.

B. Administer the Marketing and Sale of the Obligations. Services provided in connection with this multi-task function will include the following:

1. Assist in the development of documentation prerequisite to the issuance of the debt. Included in the documents to be prepared, include, but may not be limited to, the following:

    a. Resolutions authorizing the issuance and sale of the obligations

    b. Official Statement and, when deemed necessary, Preliminary Official Statement relating to the sale of the obligations

    c. Purchase Contract(s) between CFX and the purchasers of the obligations

    d. Other additional documents and contracts relating to the sale and closing of the obligations.

2. Assist CFX and Bond Counsel in any validation proceedings, as necessary.

3. Prepare, and make presentations on behalf of CFX, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of CFX. This task envisions not only obtaining a rating for CFX, but also ensuring the maintenance of the ratings obtained, where possible.

4. Develop the broadest possible interest among potential purchasers of the obligations. Whether sold competitively or negotiated, this item contemplates an aggressive marketing campaign by the financial advisor in attracting either prospective bidders and preparing bid documents, in the case of a competitive sale, or prospective underwriters in the case of a negotiated sale. In either event the intent is to obtain the lowest possible cost of borrowing for CFX.

5. Oversee the actual sale and closing on the obligations issued, including a recommendation by the financial advisor to accept, reject, or renegotiate the proposals. This process typically includes verifying the spread and average interest cost calculations, expressing an opinion on the competitive character of the bids in light of current market conditions,

and evaluating the marketing effort required to sell the obligations.

6. Advising and preparing the financial analysis as to the advantages and disadvantages of cash debt service reserves versus surety arrangements, as applicable.

7. Advising and preparing the financial analysis as to the advantages and disadvantages of issuing insured versus uninsured bonds.

8. Prepare and updated schedules and distribution lists for each bond issuance and distribute to the working group.

9. Advising CFX as to the cost effectiveness of obtaining on or more ratings on its bond issues.

10. Assist CFX in the procurement of various types of professional services required in connection with the issuance of the obligations, including, but not limited to, the following:

    a. Investment- Banking (Underwriting) Services (negotiated-sale only)

    b. Bond Counsel

    c. Disclosure Counsel

    d. Issuers Counsel

    e. Printing Services

    f. Bond Registration, Paying Agent and Trustee services (if applicable)

    g. Remarketing Agents

    h. Bond Insurance and Surety Policies

i. Verification Agents

j. Rating Agency Services

k. Other related services

It is intended that the inclusion of this responsibility within the Scope of Services provided by the Financial Advisor also envisions the post issuance evaluation by the Financial Advisor of the services so obtained.

11. Participate and assist in closings.

12. Present a written and oral report and summary conclusions on each bond issue to CFX staff, Finance Committee, and when requested, CFX Board after closing.

13. Provide an opinion as to the appropriateness and fairness of each bond issue including an evaluation of the underwriters' performance.

14. Perform other debt related services as required.

15. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions, which could potentially affect the financing plans of CFX.

3. SPECIAL SERVICES

From time to time CFX may request other financial planning and/or general advisory services not described above. Such services may include, but may not necessarily be limited to the following:

A. Modeling of revenue and expenditures and debt profile.

B. Analysis of financing alternatives for specified programs or projects.

C. Assist in the development of goals, objectives and criteria to be incorporated in a long-range comprehensive debt management system.

D. Preparation of a rating agency program or presentation(s) not directly related to the issuance of debt.

E. Assist in the evaluation of investment programs. This includes monitoring of escrow accounts and providing advice on restructuring where appropriate.

F. Assistance in implementation of investment strategies including, but not limited to, forward rate agreements or escrow account restructuring. The Financial Advisor may prepare cash flow and yield calculations, assist in preparing procurement documents, negotiate or conduct competitive bidding for procurement of investments and generally advise on the structuring, timing and procurement of investments to implement a specific strategy. This may require coordination with CFX's Investment Advisor.

G. Continuous program research – provide evaluations of CFX's debt structure and provide innovative or creative ideas for enhancing CFX's position (i.e., improving coverage, reducing debt load, reducing interest rate, reducing portfolio risk, removing restrictive covenants, etc.). This includes the monitoring and evaluation of unsolicited proposals received by CFX.

H. Provide financial or economic impact of specific programs being considered or proposed.

I. Attend CFX Board and Finance Committee meetings as required and other planning meetings.

J. Provide other related services as required as it relates to financial planning and general financial advisory services.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#16

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: September 24, 2025

SUBJECT: Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 408 Widening Project, Segment 408-315, Parcel 31-805

To exercise its authority under Fla. Stat. § 348.759 to acquire public or private property interests by condemnation, the Governing Board of the Central Florida Expressway Authority ("CFX") must adopt a resolution determining that such property interests are reasonably necessary to fulfill the agency's purpose, as established by the Florida Legislature in Ch. 348, Part III, to construct, maintain, operate, and own the Central Florida Expressway System.

The attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System ("Resolution of Necessity") satisfies this requirement as to the property interest identified as Parcel 31-805 (the "Subject Parcel"), which is necessary to construct sidewalk, roadway lighting, driveway, and grading improvements along Tampa Avenue.

The Right of Way Committee recommended the Governing Board's approval of the Resolution of Necessity at its September 24, 2025, meeting.

Board approval and adoption of the attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 408 Widening Project, Segment 408-315, Parcel 31-805, is requested.

DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP

DATE: September 24, 2025

SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: State Road 408 Widening Project, Segment 408-315

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolution and requests the Board approve the adoption of this Resolution for the acquisition of Parcel 31-805 for the construction of the State Road 408 Widening, Segment 408-315.

DESCRIPTION AND BACKGROUND:

The Resolution is being sought in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interest consistent with the CFX Property Acquisition and Disposition Manual.

Acquisition of the following parcel is necessary for the construction of the State Road 408 Widening Project, Segment 408-315:

1. Parcel 31-805 is a perpetual easement of 9,499 square feet, more or less, from property located in Orange County, Florida;

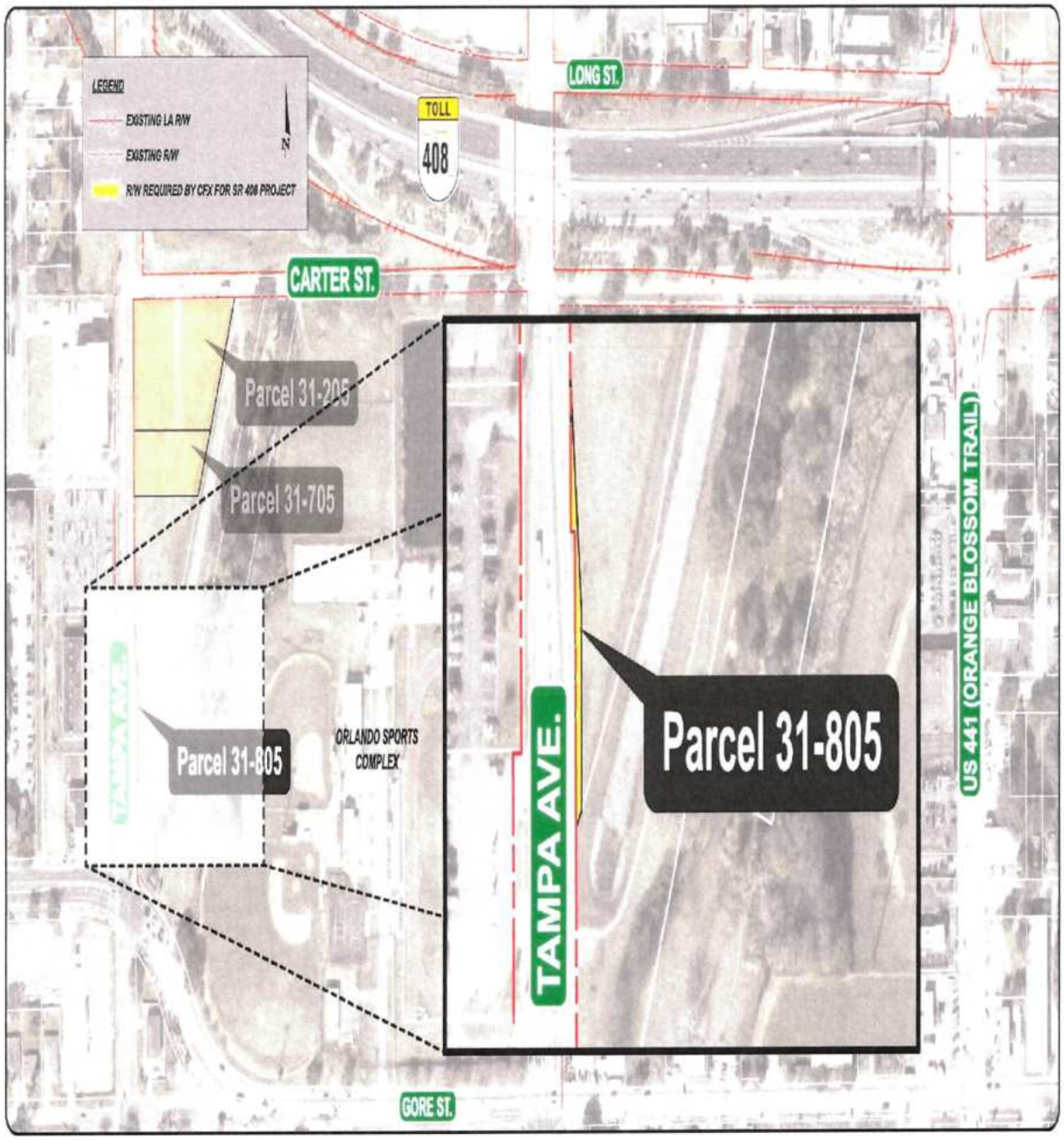
REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcel 31-805 for the construction of State Road 408 Widening Project, Segment 408-315.

ATTACHMENTS

A. Map of Parcel
B. Resolution and Legal Description of parcel

ATTACHMENT A



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 408-315: Parcel 31-805

Resolution No. 2025 - _____
Project No. 408-315
Parcel 31-805

A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

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 (the "Expressway System"), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications, or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the Expressway System is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers CFX to acquire private or public property and property rights as CFX may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers CFX to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 408 Widening Project, 408-315, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain a certain parcel of land in Orange County, Florida in perpetual easement as listed in **Exhibit "A"** and **Exhibit "B"** ("**Property**").

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the perpetual easement and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated,

Proposed

lying and being in Orange County, Florida heretofore as described in the **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the perpetual easement and such other property interests as described in the attached **Exhibit "A"** and **Exhibit "B"** by gift, devise, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

Section 3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2025.

_____
Christopher Maier, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX

_____
David A. Shontz, Esq., Right-of-Way Counsel

Proposed

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-805
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land lying in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida, being a portion of lots 8, 9, 10 and 11, Block 4, White's Addition to Orlando according to the plat thereof as recorded in Plat Book A, Page 139 of the Public Records of Orange County, Florida, also being a portion of the lands described in Deed Book 851, Page 259 and re-recorded in Deed Book 865, Page 363 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at a found 1/2-inch iron rod with no identification in an asphalt cut-out marking the Northeast corner of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida; thence run South 00°05'37" East along the East line of said Northwest 1/4, a distance of 1356.38 feet to the Easterly extension of the existing South Right of Way line of Carter Street as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project number 242484-2; thence departing said East line, run South 89°28'33" West along said Easterly extension and along the South Right of Way line of said Carter Street, a distance of 1287.23 feet to the existing East Right of Way line of Tampa Avenue as shown on Florida Department of Transportation Right of Way Map Section 75010-2513 and the West line of aforesaid Block 4 according to said Plat and as shown on said Right of Way Map; thence departing said South Right of Way line, run South 00°18'50" East along said East Right of Way line and along said West line, a distance of 207.38 feet to the POINT OF BEGINNING; thence departing said East Right of Way line and said West line of Block 4, run North 90°00'00" East, a distance of 15.00 feet; thence run South 00°18'50" East along a line 15.00 feet Easterly of and parallel with said East Right of Way line of Tampa Avenue and said West line of Block 4, a distance of 263.60 feet; thence departing said parallel line, run South 05°01'13" East, a distance of 154.83 feet; thence run South 00°18'50" East along a line 22.70 feet Easterly of and parallel with said East Right of Way line of Tampa Avenue as shown on aforesaid Right of Way Map and described in Official Records Book 2764, Page 555 of said Public Records, a distance of 89.77 feet to the Westerly line of lands described in Official Records Book 4427, Page 2254 of the Public Records of Orange County, Florida; thence departing said parallel line, run South 28°05'25" West along said Westerly line, a distance of 47.73 feet to the existing East Right of Way line of Tampa Avenue as shown on aforesaid Right of Way Map and described in Official Records Book 2764, Page 555 of said Public Records; thence departing said Westerly line run along said East Right of Way line the following two (2) courses: thence North 00°18'50" West, a distance of 184.74 feet; thence South 89°41'10" West, a distance of 5.00 feet to aforesaid East Right of Way line of Tampa Avenue as shown on said Right of Way Map and the West line of aforesaid Block 4 according to said Plat and as shown on said Right of Way Map; thence run North 00°18'50" West along said East Right of Way line and along said West line, a distance of 365.01 feet to the POINT OF BEGINNING.

Containing 9499 square feet, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33405 DATED 11/19/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°05'37" EAST.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 07/29/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

SHEILA A. WARE, PSM
LICENSE NO. 5529

SEE SHEET 2 FOR LEGEND. SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION.

DATE	JULY 29, 2025	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	50088264	
LEGAL	MLR	09/22/2025
LEGAL	MLR	08/21/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

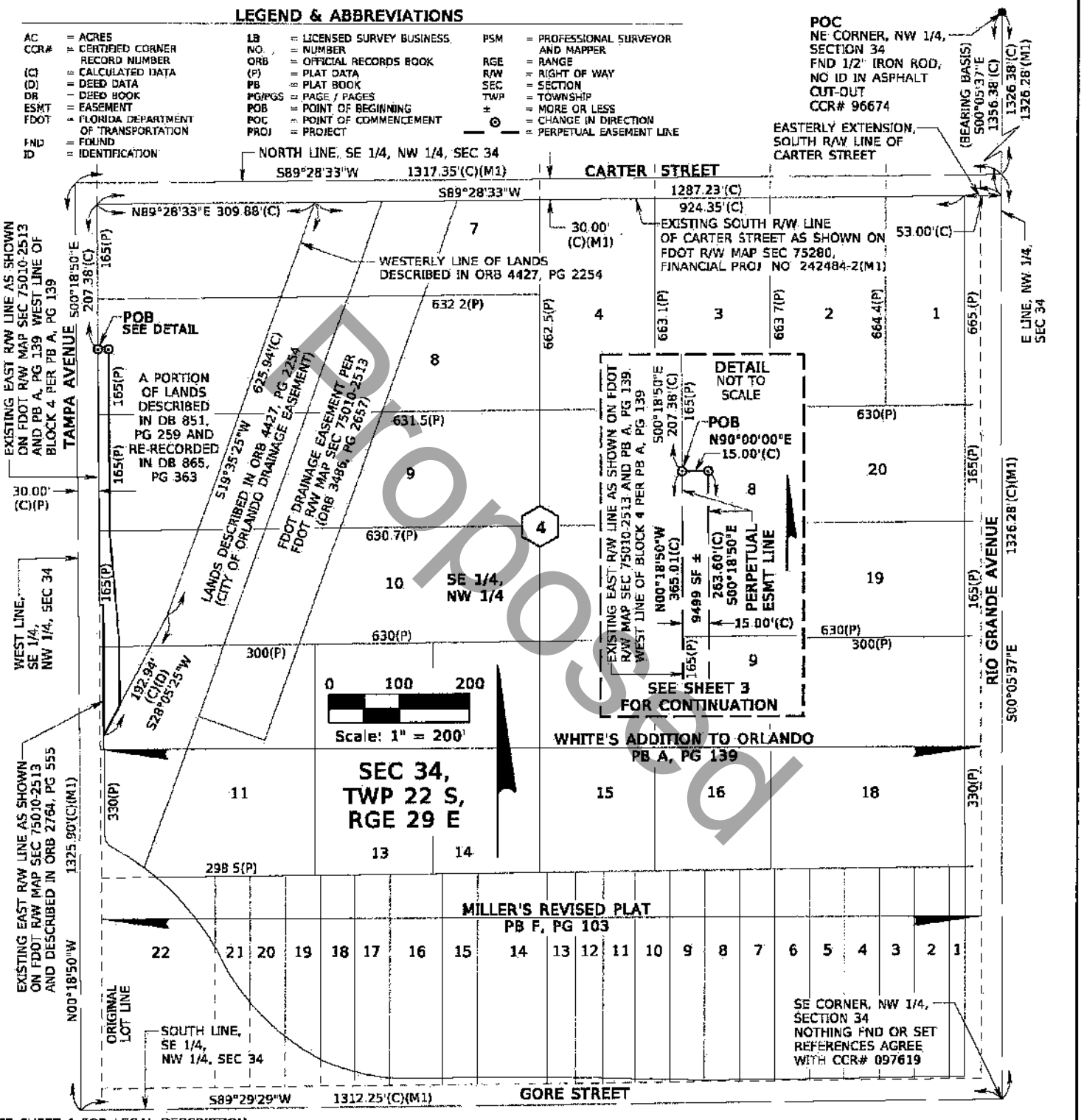
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
31-805

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-805
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JULY 29, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO	50088264

PARCEL	MLR	09/22/2025
PARCEL	MLR	08/21/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

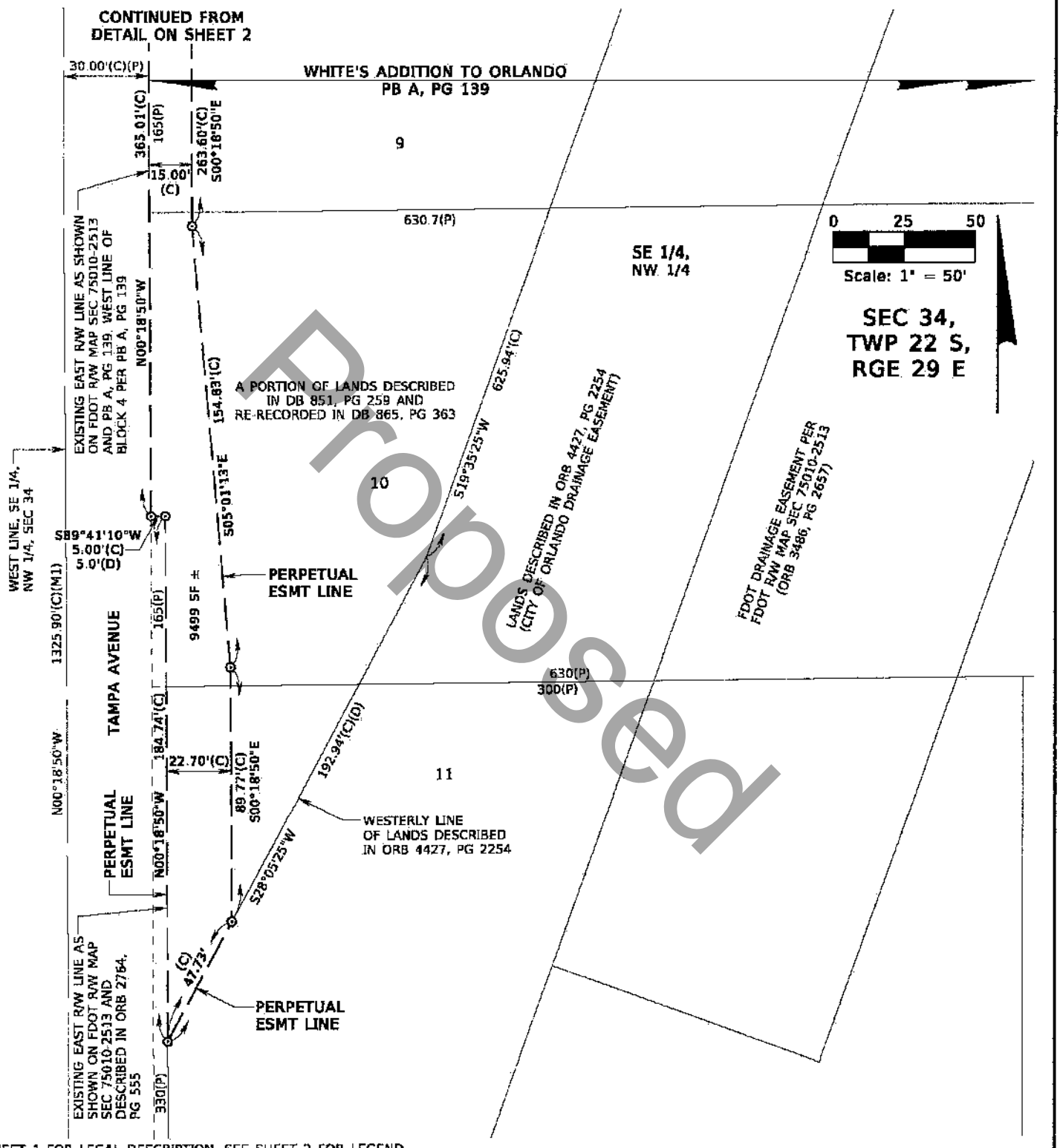
STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 31-805

SCALE: 1"=200'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-805
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



SEE SHEET 1 FOR LEGAL DESCRIPTION. SEE SHEET 2 FOR LEGEND.

DATE	JULY 29, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50088264

PARCEL	MLR	09/22/2025
ADDED DETAIL SHEET	MLR	08/21/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 31-805

SCALE: 1"=50'

SHEET 3 OF 3

EXHIBIT "B" TO PARCEL RESOLUTION

PARCEL 31-805

PERPETUAL EASEMENT

A perpetual easement for the construction of a sidewalk and associated improvements, light pole and sign foundations, and for grade harmonization between the back of the sidewalk and the remainder property, together with rights to inspect, repair and maintain said improvements.

Proposed

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: September 24, 2025

SUBJECT: Proposed Settlement Agreement between the Central Florida Expressway Authority ("CFX") and Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest, LLC in the matter of *Central Florida Expressway Authority v. Cra-Mar Groves, Inc., et al., Case No.: 2023-CA-002713*, for a negotiated total compensation amount of $44,835,860 for all claims related to Parcels 51-132A, 51-132B, 51-832 and 51-132C, inclusive of all attorneys' fees and owner's expert costs.

The Central Florida Expressway Authority ("CFX") initiated the acquisition of Parcels 51-132A, 51-132B, 51-832, and later 51-132C, owned by Davidson Keg, LLC, Davidson Cruiser, LLC, and Davidson Harvest, LLC (collectively the "Respondents") to facilitate roadway and trail construction associated with SR 516 and CR 455.

The Right of Way Committee recommended the Governing Board's approval of the Proposed Settlement Agreement at its meeting on September 24, 2025.

Board approval of the attached Proposed Settlement Agreement between the Central Florida Expressway Authority ("CFX") and Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest, LLC in the matter of Central Florida Expressway Authority v. Cra-Mar Groves, Inc., et al., Case No.: 2023-CA-002713, for a negotiated total compensation amount of $44,835,860.00 for all claims related to Parcels 51-132A, 51-132B, 51-832 and 51-132C, inclusive of all attorneys' fees and owner's expert costs, is requested.

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PARTNER
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EMAIL DShontz@shutts.com

MEMORANDUM

TO: CFX Governing Board Members

FROM: David A. Shontz, Esq.
Right of Way Counsel
Shutts & Bowen LLP

DATE: September 14, 2025

SUBJECT: State Road 516 Lake/Orange Expressway, Project 516-237; Parcels 51-132A, 51-132B, 51-832 and 51-132C (Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest, LLC)
Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval of the CFX Board of a proposed settlement between Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest, LLC (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcels 51-132A, 51-132B, 51-832 and 51-132C (the "Taking" or "Property") for the construction of State Road 516 Lake/Orange Expressway, Project 516-237, in Lake County, Florida.

BACKGROUND AND DESCRIPTION

State Road 516 Lake/Orange Expressway is a new four-lane limited access expressway from US 27 to SR 429. The SR 516 Project is divided into three segments for design and construction purposes. The subject property is within segment 2 or 516-237, a 1.9 mile stretch between the Lake/Orange County line and CR 455 which features a new interchange with the proposed extension of County Road 455.

On April 13, 2023, the CFX Board adopted a resolution authorizing the acquisition of Parcels 51-132A, 51-132B and 51-832.

Parcels 51-132A and 51-132B are fee simple partial takings containing 260.941 acres for limited access right of way purposes. Parcel 51-832 is a permanent easement required to construct, access and maintain drainage containing 1.223 acres. The property is located along the south side of Schofield Road, about 1.5 miles west of the State Road 419 interchange, the Wellness Way area of Lake County, Florida. Please see the subject parcels depicted on **Attachment "A".**

On September 8, 2023, counsel for CFX initiated an eminent domain action in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida to acquire Parcels 51-132A, 51-132B and 51-832 for the SR 516 Lake/Orange Expressway Project, styled *Central Florida Expressway Authority v. Cra-Mar Groves, Inc., et al.,* Case No. 2023-CA-2713.

On November 28, 2023, the Court entered a Stipulated Order of Taking by and between CFX and Owner as to Parcels 51-132A, 51-132B and 51-832. On December 12, 2023, CFX pursuant to the Stipulated Order of Taking deposited into the Court registry the good faith estimate of value totaling **$30,045,700**.

Subsequent to the entry of the Stipulated Order of Taking for Parcels 51-132A, 51-132B and 51-832, it was determined that an additional parcel was needed as a result of the trail being moved from the south side to the north side of SR 516. Accordingly, on June 12, 2025, the CFX Board adopted a resolution for the acquisition of Parcel 51-132C containing 1.285 acres for right of way purposes. Please see Parcel 51-132C depicted on **Attachment "A".** CFX was in the process of appraising Parcel 51-132C and initiating a new Eminent Domain suit to acquire this additional parcel, when the Parties entered into the Proposed Settlement Agreement referenced herein.

The parent tract comprises one (1) mile of the 1.9-mile segment and consists of 537.345 acres, with 370.75 acres of developable uplands. The subject is improved with pastureland, fencing/gates, an older residence and related agricultural improvements, which related to the historical agricultural use of the property. The property is zoned A, Agricultural, by Lake County, an interim zoning, with a future land use designation of Multi-Use L, by Lake County. The subject property lies within the Wellness Way Overlay District.

The taking reduces the overall size of the subject property to a remainder of 276.404 acres, of which 234.01 acres are developable upland area. As a result of the taking, the remainder will be bifurcated into an eastern remainder with 85.466 upland acres and a western remainder with 148.544 upland acres. This is further reduced by the additional taking of 1.285 acres for Parcel 51-132C, as it was not part of the original taking or part of CFX's appraisal report set forth below.

CFX APPRAISAL REPORT

Chad G. Durrance of Durrance & Associates appraised the property on behalf of the Central Florida Expressway Authority. Mr. Durrance opined the highest and best use of the property is for Industrial Development.

Mr. Durrance used five (5) land sales with similar highest and best uses. These sales ranged in price from $3.79 to $6.09 per sf. Mr. Durrance reconciled the value of the property at $5.00 sf. Mr. Durrance concluded that the market value for the taking of Parcels 51-132A, 51-132B and 51-832 to be **$30,045,700**. As noted herein, the Parcel Resolution for 51-132C was subsequently approved by the CFX Board on June 12, 2025 to acquire an additional 1.285 acres for the trail being moved to the north side of SR 516. The valuation of Parcel 51-132C is not included in the

appraisal report prepared by Mr. Durrance. Notwithstanding, applying a valuation of $5.00 sf to the 1.285 acre taking totals $279,873 for the taking of Parcel 51-132C. Accordingly, the total market value for the taking of all parcels 51-132A, 51-132B, 51-832 and 51-132C is **$30,325,573**.

OWNER APPRAISAL REPORT

The Owner is represented by Kurt Bauerle, Esq. with Harris Harris Bauerle Lopez. Richard H. Parham of Calhoun, Collister & Parham, Inc. appraised the property on behalf of the Owner. Mr. Parham relied upon information provided by engineer Paul Sherma with Professional Engineering Resources, Inc., environmental expert Amy Daly with CPH Consulting, LLC, and land planner Jim Hall with Hall Development Services, Inc. Mr. Parham agreed the zoning and land use of the Subject Property is A, Agricultural and Multi-Use L by Lake County, and that the property is located within the Wellness Way Area Plan for Lake County. Mr. Parham opined that the highest and best use of the property was for intense industrial use.

Mr. Parham used five (5) land sales with similar highest and best use to the subject property ranging in value from $4.88 to $10.33 per sf, arriving at a value of $7.00 sf or $45,975,800. In addition to the land value, Mr. Parham found significant severance damages to the remainder. Mr. Parham indicated that as part of the road project, CFX is constructing CR 455 from Schofield Rd. to SR 516 and according to CFX construction plans, two additional lanes with a grass median are planned for the future CR 455. In addition, the taking bifurcates the subject property and created two non-contiguous remainder properties. The taking also includes a stormwater pond at the southeast corner of Schofield Road and CR 455.

Mr. Parham states that the remainder property will be significantly different than in the before, including: (1) the takings bifurcate the subject property creating an eastern and western remainder, (2) the parent tract benefitted from over one-half of a mile of direct frontage on Schofield Rd., however as a result of CFX's takings and constructing a pond at the SE corner of Schofield Rd. and CR 455, the eastern remainder will no longer have direct road frontage along Schofield Rd., (3) the CR 455 right-of-way is in place, but the road will not be constructed and opened until 2028, leaving the eastern remainder with no access until 2028, or a period of 4 years, (4) due to the location of the permanent easement and the cross drains and spreaders conveying stormwater across CR 455 ROW from the eastern to the western remainder, 10.83 acres of the western remainder will be less efficient and more difficult to site plan, (5) per Lake County Access Management Regulations there is insufficient distance between SR 516 and Schofield Rd. to allow a full or directional median on CR 455. After the takings, the eastern and western remainders will be limited to right-in and right-out turning movements as a result due to the construction of a median in the part taken, and (6) as a result of the median built in the part taken a truck attempting to access the eastern remainder from Schofield Rd. would have no ability to access the eastern remainder except to get on the east bound SR 516 ramp to travel to the next interchange to head westbound on SR 516 to exit the ramps at CR 455. In addition to severance damages, Mr. Parham also provides a cost to cure to replace fencing in the after condition totaling $97,000.

As a result of the impacts to the eastern remainder referenced above, Mr. Parham concluded an after value for the eastern remainder of $5.25 sf or a loss of $1.75 sf. Additionally, as a result of the impacts to the western remainder referenced above, Mr. Parham concluded an after value for the western remainder of $6.00 sf or a loss of $1.00 sf.

Accordingly, Mr. Parham concluded a land value of $45,975,800, severance damages (including interim and permanent) totaling $14,620,400 and a cost to cure of $97,000 for a total appraised value of **$60,693,200**.

Subsequent to receipt of the Owners appraisal report and prior to the Mediation held on December 10, 2024, counsel for the Owners asserted an additional claim for flooding. Owners Counsel argued that CFX through its takings acquired the weir that was located on the subject property and through its plan revision, CFX has reduced the weir's final elevation from approximately 106' to 102.8'. As a result, an estimated 35.5 acres of additional land flooded as a result of the weir being lower due to the CFX design height after Hurricane Ian, resulting in additional damages totaling $10,824,660.

Accordingly, Owner's total claim asserted against CFX for the taking of Parcels 51-132A, 51-132B and 51-832 totals **$71,517,860**.

The Parties held a full day mediation on December 10, 2024 and a half-day settlement conference on March 21, 2025 without resolution. The Parties have continued to negotiate in good faith and work through the various issues related to the taking. As a result, CFX and the Owner have reached a Settlement Agreement in the amount of **$44,835,860** in full payment for the property designated as Parcels 51-132A, 51-132B, 51-832 and the new trail parcel 51-132C, including any and all attorney's fees and costs and expert's fees and costs.

For the above-cited reasons, Right of Way Counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owner's compensation, all attorney's fees and litigation costs, and experts' fees and costs in the total amount of **$44,835,860**, less the **$30,045,700** previously deposited. Settlement of any and all claims for Parcels 51-132A, 51-132B, 51-832 and 51-132C will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action. It also obviates the need to complete the appraisal report and file suit to acquire Parcel 51-132C. The settlement was recommended by the Right of Way Committee at its September 24, 2025 meeting.

REQUESTED ACTION

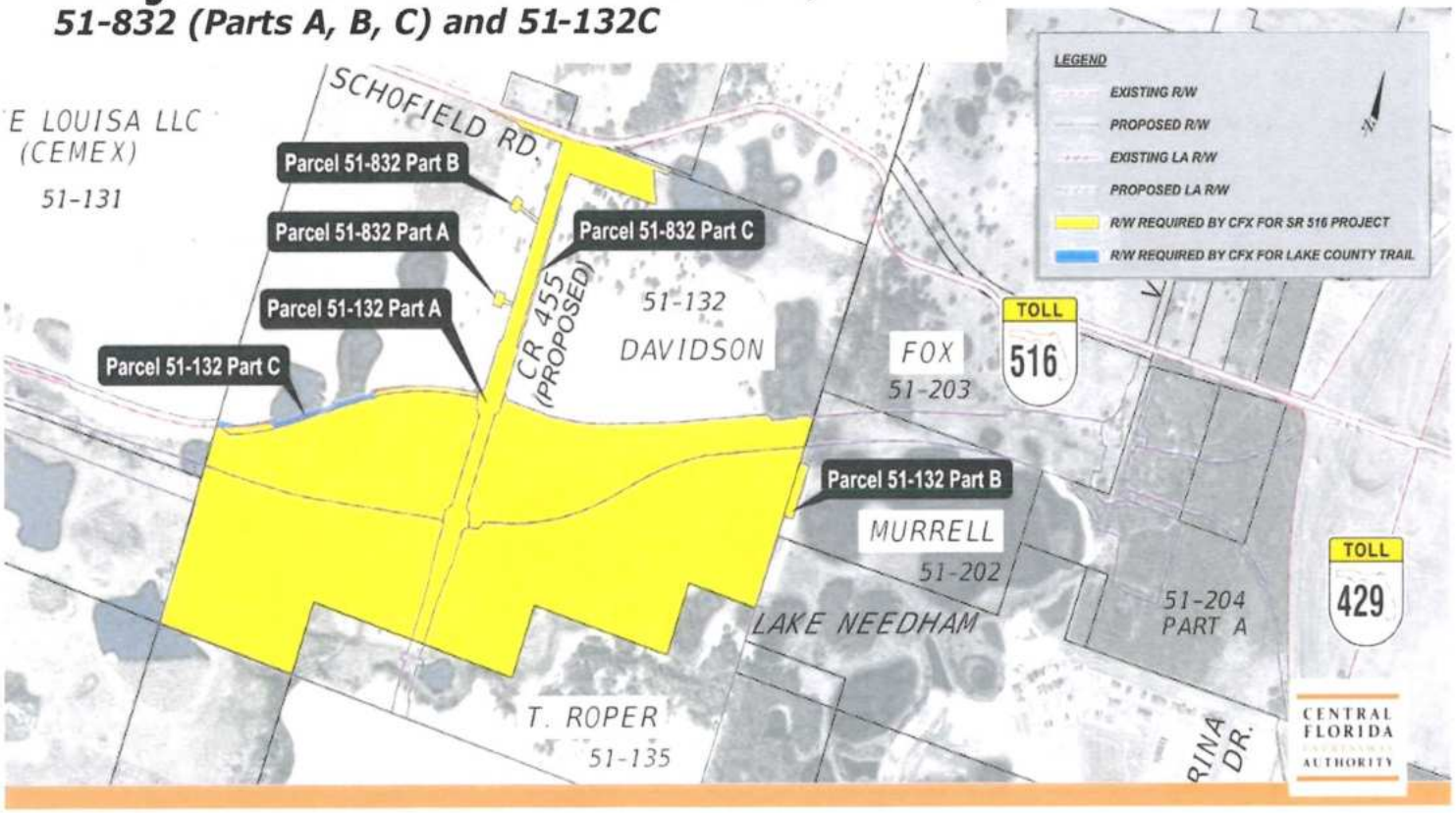
We respectfully request that the CFX Board approve the proposed total settlement of **$44,835,860** in settlement of all claims for compensation, which includes all attorney's fees and litigation costs, and experts' fees and costs for the acquisition of Parcel 51-132A, 51-132B, 51-832 and 51-132C.

ATTACHMENTS

A. Sketch of the taking of Parcels 51-132A, 51-132B, 51-832 and 51-132C
B. Settlement Agreement

ATTACHMENT A

Project 516-237: *Parcels 51-132A, 51-132B, 51-832 (Parts A, B, C) and 51-132C*



ATTACHMENT B

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR LAKE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida,	CASE NO.: 2023 CA 002713 AXXX XX
Petitioner,	PARCELS: 51-132A, 51-132B, 51-832, 51-132C
v.	
CRA-MAR GROVES, INC., a Florida corporation, et. al.,	
Respondents.	

_____/

Proposed

SETTLEMENT AGREEMENT

Counsel for the Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and for Respondents, **DAVIDSON KEG, LLC; DAVIDSON CRUISER, LLC; and DAVIDSON HARVEST, LLC**, ("Respondents") have reached the following negotiated settlement of Parcels 51-132A, 51-132B, 51-832 and 51-132C:

1. Respondents, Davidson Keg, LLC; Davidson Cruiser, LLC; and Davidson Harvest LLC, shall have and recover from the Petitioner the sum of **FORTY-FOUR MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS ($44,835,860.00)** in full payment for the property designated as Parcels 51-132A, 51-132B, 51-832 and 51-132C herein taken, severance damages, business damages, tort damages, if any, flooding claims[1] and all other damages and claims, including any and all attorney's fees and costs, including but not limited to, apportionment fees, supplementary fees, non-monetary benefit fees, or fees related to 51-132C rendered on behalf of Respondents by the Harris Harris Bauerle Lopez firm in this cause, pursuant to Chapters 73 and 74, *Florida Statutes* (2025), including any and all expert's fees and costs rendered on behalf of Respondents including but not limited to, Calhoun Collister & Parham – Appraisers, Professional Engineering Resources, Inc. – Engineer,

[1] This term does not limit any related or similar flooding claims that Respondents in the case styled *Central Florida Expressway Authority v. Murrell Investments, LLLP;* Orange County, 2023-CA-014850-O may have for the flooding of the real estate at issue in that case

CPH Corp. – Environmental, Hall Development Services – Land Planner, subject to apportionment, if any.

2. Respondents agree to enter into a Stipulated Order of Taking Nunc Pro Tunc/Stipulated Final Judgment to convey 51-132C with an agreed upon deposit and settlement amount of **THREE HUNDRED FORTY THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 32/100 DOLLARS ($340,885.32)** (said amount is included in the settlement amount set forth in paragraph 1 herein) to be paid by the clerk of the court to Respondents and/or another procedural manner that facilitates the conveyance of 51-132C from Respondents to CFX.

3. CFX agrees that the intake easement along the western boundary of the NE remainder and the spreader easements extending westward in the NW remainder shall be vacated by CFX for the benefit of Respondents, upon Respondents and Lake County confirming the permitted pre-development surface flow facilitated by those easements has been accounted for in an alternative manner satisfactory to them that is compliant with all required permits.

4. CFX shall incorporate into its bid set of construction plans, two (2) driveways as set forth in Plan and Cross-section sheets to be mutually agreed to by the parties and attached to the Stipulated Final Judgment. As to the two (2) driveways, the western remainder driveway will be paved, 70' wide with 50' radius for the curb returns. The driveway on the east side of CR 455 will be graded, stabilized, and sodded from the roadway shoulder to the ROW line instead of being fully paved. The driveway width will be 70' to match the future driveway width. The two side drainage culverts will be extended to accommodate the future driveway width.

5. Respondents shall provide CFX with a right-of-entry to allow construction of the two (2) driveways set forth in paragraph no. 4.

6. The SR 516-237 Project will be constructed in accordance with the construction plans identified as the 100% resubmittal plans dated August 2025.

7. As part of the SR 516 Project, CFX agrees to require its 516-237 contractor to complete the CR 455 Segment within 12 months from the Notice to Proceed ("NTP"). CFX anticipates issuing the NTP in or around April to June 2026. The CR 455 Segment is defined as the 100% Resubmittal dated August 2025 plan sheets to be mutually agreed to by the parties and attached to the Stipulated Final Judgment. CFX hereby agrees to Substantial Completion of the CR 455 Segment on or before June 30, 2027. Substantial Completion is defined as the stage in the progress of the construction of the CR 455 Segment when the CR 455 Segment is sufficiently complete in accordance with the 516-237 Plans so that it is open for public use as a roadway.

Proposed

8. If CFX fails to achieve Substantial Completion by September 30, 2027, CFX shall pay to Davidson or its successors and assigns (hereinafter "Davidson"), *FIFTY THOUSAND AND OO/100 DOLLARS* ($50,000) on the first of each month thereafter until substantial completion is achieved up to a maximum of ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00). This shall be the exclusive remedy for Davidson.

9. If CFX has failed to commence construction of the CR 455 Segment by December 31, 2027, Davidson shall have the right but not the obligation to, at their sole cost and expense, construct the CR 455 Segment from Station +132+50 to and including the CR 455 intersection with Schofield Road, in substantial conformity with the design plans applicable as of that date, which CFX shall provide upon request. Alternatively, Davidson may elect to pave only that portion of the CR 455 right of way necessary for commercial traffic to cross the right of way at the driveways depicted on CFX plans. The parties agree this settlement resolves a pending eminent domain case and the only purpose of this provision is to ensure Davidson has a failsafe way to reconnect its property to public roads in a commercially viable way. To the extent required by Florida law, any work provided by or on behalf of Davidson shall be competitively solicited and procured in compliance with applicable Florida law. Davidson shall not commence until CFX is provided performance and payment bonds as required by CFX's standard construction contracts; and CFX is provided proof of insurance and indemnification consistent with that required of contractors under CFX's standard construction contracts.

10. Petitioner is entitled to a credit in the amount of **THIRTY MILLION FORTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($30,045,700.00)** previously deposited into the Registry of the Court in this case by Petitioner.

11. This Settlement Agreement will be placed on the agendas for the CFX Right of Way Committee meeting and the CFX Board, and is conditioned upon final approval by the CFX Board.

12. Upon approval of this Settlement Agreement by the CFX Board, Counsel for Petitioner and Counsel for Respondents shall jointly submit to the Court for entry a Stipulated Final Judgment as to 51-132A, 51-132B, 51-832 and Stipulated Order of Taking Nunc Pro Tunc/Stipulated Final Judgment as to 51-132C in this matter as soon as practical.

13. Within thirty (20) days from the date of receipt by Petitioner's Counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, via check made payable to Harris Harris Bauerle Lopez Trust Account and delivered to 222 S. Pennsylvania

Proposed

Ave., Suite 100, Winter Park, FL 32789, the balance due of **FOURTEEN MILLION FOUR HUNDRED FORTY NINE THOUSAND TWO HUNDRED SEVENTY FOUR AND 70/100 DOLLARS ($14,449,274.70)**, this sum being the difference between the Petitioner's initial deposit, the deposit for 51-132C set forth in paragraph 2, and the final agreed settlement amount.

14. Within thirty (20) days from the date of receipt by Petitioner's Counsel of a conformed copy of the Stipulated Order of Taking Nunc Pro Tunc/Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit into the Registry of the Court the balance due of **THREE HUNDRED FORTY-ONE THOUSAND FIFTY-FIVE AND 32/100 DOLLARS ($341,055.32)**, this sum being the deposit for 51-132C set forth in paragraph 2, which amount includes a $170.00 Clerk's fee.

15. This Settlement Agreement, executed by the respective counsel on behalf of the parties, contains all of the agreements of the parties.

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, PETITIONER	**DAVIDSON KEG, LLC; DAVIDSON CRUISER, LLC; AND DAVIDSON HARVEST, LLC, RESPONDENTS**
David A. Shontz, Esq. Attorney for Petitioner	*/s/ Kurtis T. Bauerle, Esq.* Kurtis T. Bauerle, Esq. Attorney for Respondents
Dated: September 12, 2025	Dated: September 12, 2025

ORLDOCS 23111588 3

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: September 24, 2025

SUBJECT: Proposed Interlocal Agreement Regarding Installation of Utilities Along County Road 532 between the Central Florida Expressway Authority, the Tohopekaliga Water Authority, and Osceola County, related to Expressway System Project: SR 538, Poinciana Parkway Extension, Segment 538-232.

On October 10, 2019, the Central Florida Expressway Authority ("CFX") approved the Preferred Alternative for the State Road 538 ("SR 538") Poinciana Parkway Extension, which includes widening a one-mile segment of County Road 532 ("CR 532") from two to four lanes (the "CFX Project").

As Osceola County (the "County") sought to widen an adjacent two-mile segment of CR 532 (the "County Project"), on June 15, 2020, CFX and the County entered into a Joint Participation Agreement designating CFX as the lead agency for planning, design, and construction of both segments (the "Joint Project") with each party funding its proportionate share.

The Tohopekaliga Water Authority ("TOHO") has utility facilities within the Joint Project corridor that must be relocated, and plans additional system improvements (collectively, "Utilities Project"). TOHO wishes to explore consolidation of the Utilities Project into the Joint Project. If TOHO elects to proceed, CFX would serve as lead agency for construction, with TOHO responsible for the Utilities Project costs.

The Interlocal Agreement outlines such arrangement and has been executed by both TOHO and Osceola County.

Board approval of the proposed Interlocal Agreement Regarding Installation of Utilities Along County Road 532 between the Central Florida Expressway Authority, the Tohopekaliga Water Authority, and Osceola County, related to Expressway System Project: SR 538, Poinciana Parkway Extension, Segment 538-232, is requested.

MARCHENA AND GRAHAM, PA

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ORLANDO, FLORIDA 32814
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MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right of Way Counsel
Marchena and Graham, P.A. Marcos Marchena

DATE: September 19, 2025

SUBJECT: Interlocal Agreement between Tohopekaliga Water Authority, Central Florida Expressway Authority, and Osceola County, Florida, regarding installation of utilities along County Road 532 as part of a joint project to widen CR 532 from two to four lanes from Old Lake Wilson Road to US 17/92 for Expressway System Project: Poinciana Parkway Extension/SR 538-232.

BACKGROUND

In conjunction with the planned Poinciana Parkway Extension project (**"SR 538 Extension Project"**), Central Florida Expressway Authority (**"CFX"**) entered into a Joint Participation Agreement with Osceola County for CFX, as lead agency, to plan, design, and construct the widening of CR 532 (CFX Project No.:538-235A) from two to four lanes from Old Lake Wilson Road to US 17/92 a distance of approximately 3.0 miles (**"County/CFX Project"**).

Tohopekaliga Water Authority (**"TOHO"**), an independent special district, owns, operates, and maintains utility facilities located within the Osceola County right of way affected by CFX's roadway design and construction plans for the County/CFX Project.

To further facilitate the County/CFX Project, an Interlocal Agreement Regarding Installation of Utilities Along County Road 532 has been negotiated between TOHO, CFX, and Osceola County for CFX to procure the construction contractor services to carry out the TOHO utility improvements located within the affected right of way area.

The terms and responsibilities of CFX, Osceola County, and TOHO are established in the proposed Interlocal Agreement Regarding Installation of Utilities Along County Road 532 (the **"Agreement"**) are attached hereto as **Attachment "A"**

Pursuant to the terms of the Agreement, TOHO shall install 11,500 feet of new 30-inch finished water main and relocate existing utilities, with total project costs estimated at $22,832,082.00 and capped at $24,986,052.00, unless additional expenses are approved by the TOHO board. TOHO shall make

monthly payments based on work completed, with all change orders subject to TOHO's approval and any use of contingency funds requiring authorization by the TOHO CEO.

CFX, as lead agency under the Agreement, CFX shall be responsible for advertising and soliciting bids, on behalf of TOHO, for the utility improvements as part of the County/CFX Project (collectively the **"Joint Project"**). If private property easements are needed for Utility Improvements under the Joint Project, CFX will obtain them, and the associated costs will be reimbursed by TOHO as part of the utility improvements.

Construction of the Utility Improvements is anticipated to commence on or before January 31, 2026. The Agreement also sets forth detailed procedures for final inspection and acceptance of the completed improvements. Upon final acceptance, all Utility Improvements shall become the sole property of TOHO, which shall thereafter be exclusively responsible for their ownership, operation, and maintenance.

On August 20, 2025, the attached Interlocal Agreement Regarding Installation of Utilities Along County Road 532 was presented to the TOHO board of directors and approved. Osceola County approved the agreement at the Osceola County Commission meeting on September 15, 2025.

REQUEST AND RECOMMENDATION

Approval of Interlocal Agreement between CFX, TOHO, and Osceola County Regarding Installation of Utilities Along County Road 532 in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Interlocal Agreement between CFX, TOHO, and Osceola County Regarding Installation of Utilities Along County Road 532 (with exhibits).

Prepared by and return to:
Cristina T. Berrios
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32827

INTERLOCAL AGREEMENT REGARDING INSTALLATION OF UTILITIES ALONG COUNTY ROAD 532

THIS INTERLOCAL AGREEMENT REGARDING INSTALLATION OF UTILITIES ALONG COUNTY ROAD ("CR") 532 ("Agreement"), . is entered into as of the Effective Date (as later defined herein) by and between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 941 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("TOHO"), **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 ("CFX") and **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741 ("County") (each, a "Party and, collectively, the "Parties").

Proposed

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, TOHO was created by special act of the Florida Legislature, Chapter 2003-368, Laws of Florida (the "TOHO Act") to, among other things, carry out the provision of potable and non-potable water and wastewater services and facilities in areas of Osceola County and adjacent areas in Florida, and was granted all powers necessary and convenient to conduct business, including the power to contract with other public agencies; and

WHEREAS, County owns and maintains all right-of-way associated with County Road 532 ("CR 532"); and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended (the "Interlocal Act"), authorizes local government units to enter into interlocal agreements for the mutual benefit of the governmental units; and

WHEREAS, CFX and County entered into that certain Joint Participation Agreement between County and CFX for CR 532 Widening from Old Lake Wilson Road to US 17/92 dated effective June 15, 2020, and recorded in Official Records Book 5756, Page 938, Public Records of Osceola County, Florida, as amended and restated in that certain Amended and Restated Joint Participation Agreement

between County and CFX for CR 532 Widening from Old Lake Wilson Road to US 17/92 dated effective April 12, 2021 and recorded April 14, 2021 in Official Records Book 5935, Page 2245, Public Records of Osceola County, Florida, and as further amended by that certain Amendment Number 1 to Amended and Restated Joint Participation Agreement between County and CFX for CR 532 Widening from Old Lake Wilson Road to US 17/92 recorded at O.R. Book 6829, page 2709, in the Public Records of Osceola County, Florida (collectively, the "County JPA"); and

WHEREAS, pursuant to the terms and conditions of the County JPA, CFX is the lead agency in the planning, design and construction of the widening of CR 532 (CFX Project Number 538-235A) from two to four lanes from Old Lake Wilson Road to US 17/92 a distance of approximately 3.0 miles ("County/CFX Project"); and

WHEREAS, CFX plans to construct the County/CFX Project, as more particularly described in the roadway design and construction plans dated July 14, 2025 prepared by Kimley Horn and Associates, Inc. ("KHA"), and approved by CFX and County on July 25, 2025 ("Roadway Construction Plans") ; and

WHEREAS, TOHO currently owns, operates, and maintains utility facilities (collectively the "Utilities"), which are located within County right-of-way affected by the County/CFX Project as more particularly described on in **Exhibit "A"** attached hereto and by this reference (the "Project Area"); and

WHEREAS, to avoid conflict with the County/CFX Project, TOHO has agreed to install 11,500 feet of new 30" finished water main and relocate existing Utilities, which shall include; relocation of 3,700 feet of 30 inch raw water main; relocation of 40 feet of 8 inch, 120 feet of 20 inch and 640 feet of 30 inch finished water main; relocation of 940 feet of 36" PCCP reused water main; and relocation of 40 feet of 4 inch and 1,050 feet of 12" wastewater force main, as more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein (collectively the "Utility Improvements"); and

WHEREAS, TOHO has contracted with Tetra Tech, Inc. ("Tetra Tech") to provide engineering and design services; provide permitting services; prepare construction documents; provide assistance during bidding; and provide limited construction administration for the Utility Improvements as may be reasonably required by CFX; and

WHEREAS, TOHO has provided to CFX and COUNTY the final Utility Improvements construction documents (including plans and specifications) for use in the bid advertisement; and

WHEREAS, the Parties agree that the CFX will publicly advertise the bid documents for the County/CFX Project together with the Utility Improvements, on behalf of TOHO, and will require bidders to submit bids on both (collectively, the County/CFX Project and the Utility Improvements are referred to as the "Joint Project"); and

WHEREAS, CFX will confer with TOHO and County regarding the bids received for the Joint Project following which CFX will make the award for the Joint Project utilizing CFX's normal bid procurement procedures; and

WHEREAS, TOHO may opt out of the Joint Project following receipt of bids by CFX and prior to award of the construction contract for the Joint Project by CFX; and

Proposed

WHEREAS, TOHO agrees to provide payment for all construction costs associated with the Utility Improvements up to the established amount, as set forth in this Agreement; and

WHEREAS, County agrees to provide TOHO such licenses as may be reasonably required for the Utility Improvements at no cost to TOHO; and

WHEREAS, in the event any easements are required over private property to carry out the Utility Improvements, and the Utility Improvements are being performed as part of the Joint Project, CFX will procure the easements as part of the Joint Project and the cost therefor shall be considered a cost of the Utility Improvements; and

WHEREAS, the Parties agree to cooperate and coordinate in completing the Joint Project and to ensure it is completed in an economic, timely, and efficient manner, in accordance with the conditions set forth herein.

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

1. **Recitals**. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. **Project Managers**. TOHO and CFX shall each designate an authorized representative to oversee and manage the planning, design, construction and development of the Project (individually, the "Project Manager," collectively, the "Project Managers"). TOHO hereby designates CPH, LLC, as its Project Manager (the "TOHO PM"). CFX hereby designates David Falk as its Project Manager (the "CFX PM"). Either of the Parties may elect to substitute their respective Project Manager by notice to the other Party in accordance with Section 20 hereof.

3. **Planning and Design Process.**

a. Selection of Roadway Design Firm. CFX has contracted with KHA for the design and permitting of the County/CFX Project ("Roadway Design Firm"). CFX has selected and procured the Roadway Design Firm in accordance with CFX's procurement process and Section 287.055, Florida Statutes. CFX reserves the right to replace or substitute the Roadway Design Firm at any time without the approval of TOHO.

b. Utility Improvements Design and Construction Plans. TOHO contracted with Tetra Tech ("Utilities Design Firm") to create the construction plans, specifications, drawings or amendments thereto, and any other documentation reasonably required to specify the size, character and design of the Utility Improvements required for the construction of the Joint Project ("Utility Construction Plans"). The Utility Construction Plans are complete as of July 25, 2025 and shall be attached to the construction plans for the Joint Project and shall become the joint-property of CFX and TOHO, subject to the reimbursement provisions set forth below. The Utility Construction Plans shall be signed and sealed by the Utilities Design Firm and certified for use and reliance by CFX.

c. Review of Utility Construction Plans. CFX, through the CFX PM, has reviewed and accepted the Utility Construction Plans related to the Joint Project during the design and development of the Joint Project (collectively, "Utilities Design Review"). Notwithstanding the

Proposed

foregoing, CFX's right to inspect the Joint Project as set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

4. **Applicable Permits and Approvals**.

a. County and CFX will ensure that all necessary construction and dewatering permits for the County/CFX Project also meet the needs of the Utility Improvements; however, TOHO shall be responsible for obtaining all permits that are specific to the installation and/or relocation of the Utility Improvements. Prior to any obligation by CFX to commence construction of the County/CFX Project, TOHO shall obtain all permits reasonably required by CFX or County for construction of the Utility Improvements within the right-of-way of CR 532, including, but not limited to, any and all permits required by the Florida Department of Environmental Protection and related railroad crossing permits. In the event the same contractor is used for both the County/CFX Project and the Utility Improvements, County agrees to waive the right-of-way permit and all associated fees for the Utility Improvements, and TOHO agrees to waive all water and wastewater impact fees for temporary construction facilities associated with the Joint Project. CFX shall utilize, and if necessary, share its existing survey and geotechnical information and provide any additional surveys necessary for subsurface utility exploration.

b. All clearing, grubbing and maintenance of traffic within the County/CFX Project construction limits shall be performed by CFX at no cost to TOHO, except as may be provided in the accepted Utility Improvements Plans and Utility Budget. All construction phase soil density and geotechnical testing shall be performed by CFX with copies of all reports provided monthly to the TOHO PM. The Construction Contractor (as later defined herein), TOHO PM, and TOHO inspector must be notified of any failing tests immediately by CFX. TOHO will be responsible for providing or coordinating these services if TOHO selects a bidder for the Utility Improvements other than that selected by CFX for the County/CFX Project.

5. **Procurement Process & Construction Schedule**.

a. CFX shall, pursuant to its established procurement process and Section 255.20, Florida Statutes, advertise for, receive bids and select a bidder ("Construction Contractor") for construction of the Joint Project. The Roadway Construction Plans and Utility Construction Plans shall be separately identified in the bid. Any person or firm desiring to bid shall be required to bid on both the County/CFX Project and the Utility Improvements. The bids for the Utility Improvements must be submitted to the TOHO PM for review and approval. The timeline to advertise and construct the Joint Project is currently estimated to be three (3) years as more particularly outlined in **Exhibit "C"** attached hereto and incorporated herein by reference ("Preliminary Construction Schedule").

b. Notwithstanding the foregoing, TOHO retains the right, in its sole discretion, following receipt of bids by CFX and prior to award of a contract by CFX for the Joint Project, to award the construction contract for the Utility Improvements to a bidder other than that chosen by CFX for the County/CFX Project if deemed necessary or appropriate by TOHO, in its sole discretion. In the event TOHO awards the Utility Improvements to a bidder other than that chosen by CFX: (a) TOHO shall manage the Utility Improvements, (b) TOHO and CFX shall coordinate the work for the County/CFX Project and the Utility Improvements, (c) each contractor shall be required to utilize bid pricing as submitted for the Joint Project; and (d) the contractors shall be required to coordinate construction activities and schedule for the Joint Project.

Proposed

c. If the Utility Improvements are performed as part of the Joint Project, all contracts between CFX and the Construction Contractor shall name TOHO as a third-party beneficiary and CFX shall require the same of all sub-contracts. All construction reports, plans, specifications, and other Utility Improvements-related documents shall be certified for use and reliance by TOHO. The payment and performance bonding and maintenance guarantee required for the Joint Project shall include dual-obligee riders naming TOHO a dual-obligee, all as reasonably acceptable to Toho, pursuant to Section 255.05, Florida Statutes. In the event there is an added cost to the payment and performance bonds to provide the dual-obligee riders to TOHO, then then that cost shall be paid by TOHO. Duplicative performance and payment bonding and maintenance guarantees related to the Utility Improvements shall not be required. In the even the maintenance guarantee is in the form of an irrevocable letter of credit, the instrument must be drawn on a financial institution having an office for presentation in Osceola County and/or Orange County and the financial institution shall be listed on the State of Florida approved "qualified public depositories" list for local governments.

6. **Utility Improvements Construction Budget.**

a. Estimated Utility Improvement Construction Budget. The cost to construct the Utility Improvements is currently estimated to be $22,832,082.00, plus a 10% contingency (the "Utility Construction Contingency"), as more particularly outlined in **Exhibit "D"** attached hereto and incorporated herein by reference ("Estimated Utility Construction Budget"). The cost to construct the Utility Improvements shall be updated upon receipt of bids, if and as applicable. TOHO shall not be liable or responsible for costs related to the construction that exceed $24,986,052.00 (the "Utility Improvements Not-To-Exceed Amount") without formal amendment to this Agreement. The TOHO CEO/Executive Director must approve the expenditure of all or any portion of the Utility Construction Contingency related to the Utility Improvements (described below), which approval will not be unreasonably withheld, conditioned or delayed.

b. Utility Construction Budget. TOHO has provided the final utility construction budget ("Utility Construction Budget"), which consists of (a) a line item budget for the out-of-pocket hard and soft costs incurred by CFX associated with the development and construction of the Utility Improvements, including the construction costs, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Utility Improvements in accordance with this Agreement, as may be amended from time to time ("Utility Construction Costs"), (b) the construction contingency in the amount of ten percent of the total Utility Construction Costs ("Utility Construction Contingency"), and (c) the construction, engineering, and inspection consultant's fee in the amount of six percent of the Utility Construction Costs plus the Utility Construction Contingency ("Utility CEI Fee"). The Utility Construction Costs, Utility Construction Contingency, and Utility CEI Fee shall be collectively referred to herein as the "Total Utility Improvement Project Costs."

c. Acceptance of the Utilities Construction Budget. TOHO's submittal of the Utility Construction Budget shall constitute TOHO's agreement to pay one hundred percent (100%) of the Total Utility Improvement Project Costs, subject to any Change Orders (hereinafter defined) in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (2022) ("Payment Period"). TOHO agrees and acknowledges that the Total Utility Improvement Project Costs shall be invoiced by CFX on a monthly basis based on the work in place ("TOHO's Share") and as such, TOHO shall be prepared to submit payments of TOHO's Share within said Payment Period.

Proposed

7. **Construction of the Joint Project**.

a. Commencement and Administration of Construction. CFX, through the Roadway Design Firm, shall use its best efforts to commence construction of the Joint Project by January 31, 2026, and in good faith proceed with the construction of the Joint Project in accordance with the Preliminary Construction Schedule, subject to (i) any revision agreed upon by the Parties in writing prior to the commencement of construction, (ii) any revisions during the pendency of construction if in an agreed upon Change Order, and (iii) Force Majeure (defined below). Notwithstanding anything contained herein to the contrary, in no event shall CFX be required to commence construction of the Joint Project unless and until CFX has secured any and all necessary right-of-way and permits necessary for the construction of all, or any portion, of the Joint Project. The parties may, by written agreement of the CFX Executive Director, the TOHO CEO/Executive Director, and the County Manager extend the date for commencement to no later than June 30, 2026.

b. Right of Entry over CR 532. County hereby grants an irrevocable, nonexclusive license over County's right-of-way for CR 532 from Old Lake Wilson Road to US 17/92 (the "License Area") to CFX, TOHO, the Roadway Design Firm, Utilities Design Firm, and licensed surveyors, engineers, contractors and other consultants engaged by CFX, or TOHO, for the purpose of constructing the Joint Project, Utility Improvements and other activities associated with planning, design and construction of the Joint Project. This license shall automatically terminate twelve (12) months after the completion of construction and acceptance of the County/CFX Project by CFX and the Utility Improvements by TOHO.

c. Conformance with Utility Construction Plans and Change Orders. The construction of the Utility Improvements shall be in substantial conformance with the Utility Construction Plans. During the course of the work on the Utility Improvements, if either CFX or TOHO observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the Joint Project that requires a change to the Utility Construction Plans as they existed as of the date of issuance of the notice to proceed ("Change Order"), that Party shall immediately notify the other Party of such Change Order. To the extent feasible, the Change Order shall include any and all costs and expenses associated with the Change Order and the impact on TOHO's Share ("Change Order Costs") and any time extensions required to complete the work outlined in the Change Order ("Time Extensions"). TOHO and CFX agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the Project covered by the construction contract so as to not materially delay the work of the construction contractor and the completion of the Joint Project. TOHO shall be responsible for any costs associated with Change Orders required due to design defects or issues resulting from the TOHO-provided Utility Construction Plans.

d. *Approval of Change Order by CFX*. In the event CFX determines that a Change Order is necessary for the Utility Improvements, CFX shall provide notice to the TOHO PM detailing the content and extent of the Change Order. Any Change Order that affects the Utility Improvements shall be subject to the review and approval of the TOHO PM and CEO/Executive Director and shall be approved or denied within fifteen (15) business days of receipt by the TOHO PM, which approval shall not be unreasonably withheld, conditioned or delayed. Change Orders that affect the Utility Improvements and require the expenditure of Utility Construction Contingency require the approval of the TOHO CEO/Executive Director and shall be approved or denied within forty-five (45) calendar days by TOHO. In the event the cumulative Change Order Costs exceed the Utility Construction Contingency, the Change Order and the Change Order Cost shall be subject to

In Process

amendment of this Agreement. Change Orders affecting the County/CFX Project but not affecting the Utility Improvements shall not require TOHO's review or approval. Unless the Change Order Costs exceed the Utility Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TOHO shall be deducted from the Utility Construction Contingency.

e. *Approval of Change Order by TOHO*. In the event TOHO determines that a Change Order is necessary for the Utility Improvements, TOHO shall provide notice to the CFX PM detailing the content and extent of the Change Order. Within ten business days of receipt of notice of the Change Order, CFX PM shall review the Change Order and provide notice of its approval or disapproval of the Change Order, which approval shall not be unreasonably withheld, conditioned or delayed. Unless the Change Order Costs exceed the Utility Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TOHO shall be deducted from the Utility Construction Contingency. Any Change Order Cost that relates to the Utility Improvements, in whole or in part, that exceeds or causes the exceedance of the Utility Project Not-To-Exceed Amount must be approved by amendment to this Agreement.

f. *Change Directive*. In the event (a) TOHO denies a Change Order where the cumulative Change Order Costs exceed the Construction Contingency, and (b) such denial would otherwise impact the critical schedule for completion of the Joint Project, CFX may cease construction of the County/CFX Project and the Utility Improvements until such time as TOHO, CFX, the Committee (hereinafter defined), and the Construction Contractor reach a resolution. In no event shall CFX be responsible for completing the Utility Improvements, or incur any costs related to the design, permitting or construction of the Utility Improvements, in the event TOHO fails to approve or pay any Change Order related to the Utility Improvements.

g. *Committee*. In the event TOHO is not in agreement with any Change Order, the Parties agree and understand that the Change Order Costs shall be heard and resolved by a committee ("Committee") composed of CFX's Chief of Infrastructure or his designee, the TOHO CEO/Executive Director or his designee, and a third member selected by the other two. The Parties agree to be bound by the final determination of the Committee as to whether the Change Order shall be implemented and the Party responsible for paying such Change Order Costs. Such Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days from the time the Committee first considers it, unless a majority of the Committee consisting of two-thirds (2/3) of the members agrees otherwise.

h. *Emergency Change Orders*. In the event a situation directly resulting from TOHO's utilities arises that constitutes an emergency or threat to the health, safety and welfare of the general public, CFX, or TOHO, through the respective Project Managers, will have the authority to execute any Change Order or change directive reasonably necessary to cure said emergency or threat without the prior consent of TOHO, provided; however, CFX shall exercise best efforts to notify the TOHO PM, or if unavailable the TOHO CEO/Executive Director, of the situation to provide TOHO the option of remedying the situation directly, and providing input on the remedy proposed in the Emergency Change Order. In the event that such emergency or threat to public health, safety or welfare, results in an Emergency Change Order, CFX may elect, in its reasonable discretion, to use the TOHO's Utility Construction Contingency provided for in the Total Utilities Project Costs.

i. *Dispute with Construction Contractor*. In the event there is a dispute between the Construction Contractor and CFX, pertaining to an issue relating to Utility Improvements, TOHO shall have the right to attend any dispute resolution proceeding and provide input to the CFX PM.

Proposed

TOHO shall be responsible for payment resolutions or liability arising from the Construction Contractor's or subcontractor's disputes or delay claims arising or resulting from design, engineering, permitting, development or construction of the Utility Improvements as a result of the Construction Contractor's proper use and reliance on the Utility Construction Plans and other information provided by TOHO for the purpose of the design or construction of the Utility Improvements, or any claims resulting from activities or representations of TOHO, or TOHO PM, if such claims are payable pursuant to a final order as a result of arbitration, a judicial proceeding, or other binding dispute resolution proceeding, provided that TOHO was made a party to any dispute resolution proceeding.

8. **Completion of Construction.**

a. Final Utility Improvement Costs. CFX shall provide payment to the Construction Contractor for construction of the Joint Project, subject to reimbursement by TOHO as set forth herein. Upon completion of the Utility Improvements, CFX shall provide to TOHO a written statement ("Final Invoice") setting forth and reconciling TOHO's Share of the actual out-of-pocket hard and soft costs actually accrued by CFX associated with the development and construction of the Utility Improvements, including, without limitation, the construction costs, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Utility Improvements Project in accordance with the construction agreement executed by CFX and the Construction Contractor, as may be amended from time to time, any Change Order approved by TOHO, the use of the Utilities Construction Contingency, and the CEI Fee (collectively, "TOHO's Final Construction Cost"). TOHO shall pay TOHO's Final Construction Cost to CFX in accordance with the Florida Prompt Payment Act.

b. Additional Project Costs. In the event TOHO's Final Construction Cost reflected on the Final Invoice exceeds the Total Utilities Project Costs ("Additional Costs"), CFX shall provide such additional written documentation reasonably requested by TOHO to review, approve and fund the Additional Costs, which approval shall not be unreasonably withheld, conditioned or delayed. TOHO shall have ten business days thereafter to make objection to TOHO's Final Construction Cost and the Additional Costs by notifying CFX of any such objection. TOHO shall pay CFX an amount equal to TOHO's Final Construction Cost in accordance with the Florida Prompt Payment Act. In the event TOHO fails to pay an invoice for TOHO's Final Construction Cost or the Additional Costs in accordance with the Florida Prompt Payment Act, CFX shall have the right to exercise any and all rights in law or equity.

9. **Dispute Resolution**. In the event a dispute arises between TOHO and CFX related to any approvals required hereunder related to the Utility Construction Budget or any Change Order, Change Order Costs or as to the interpretation, performance or enforcement of this Agreement, the Parties agree and understand that CFX's Chief of Infrastructure or his designee, and the TOHO Executive Director or his designee, and each of their respective legal counsel (collectively, "Dispute Resolution Committee"), shall convene to hear and resolve the dispute within three business days of the dispute arising, or receipt of any notice invoking this section. In the event CFX's Chief of Infrastructure or his designee, and the TOHO Executive Director or his designee, are unable to reach a resolution within ten business days, TOHO and CFX will mutually agree upon a third-party cost estimator to assist in the resolution of the dispute, who shall be deemed a member of the Dispute Resolution Committee. Any fees of the third-party cost estimator shall be borne equally by TOHO and CFX. TOHO and CFX agree to be bound by the final determination of the Dispute Resolution Committee. Such Dispute Resolution Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days

Proposed

from the time the Dispute Resolution Committee first considers it, unless a majority of the Dispute Resolution Committee consisting of two-thirds (2/3) of the members agrees otherwise.

10. **Insurance.** CFX shall incorporate its standard insurance requirements in the construction contract documents for the Joint Project. The insurance policies shall name TOHO and CFX as certificate holders and as additional insureds on all required insurance policies except for worker's compensation.

11. **Inspections and Ownership.**

a. During Construction. During construction, TOHO shall have the right to inspect the Utility Improvements on a regular basis and at all significant events. Any deficiencies in the Project observed by TOHO shall be reported in writing to CFX PM and the construction, engineering, and inspection consultant ("CEI") within forty-eight hours. All such identified deficiencies in the construction of the Utility Improvements shall be corrected or otherwise resolved by the Construction Contractor as mutually agreed upon by TOHO, CFX and the CEI. TOHO reserves the right to: (i) have the TOHO PM or another representative of TOHO present for any activities related to the Utility Improvements by CFX, the Construction Contractor, CEI, or its contractors, employees and agents; and (ii) impose reasonable restrictions and requirements, subject to CFX's approval, to protect any existing utility lines or any connections to TOHO's utility system, which CFX shall cause the Construction Contractor to comply with while working on the Project.

b. Final Inspection. Upon completion of the Utility Improvements, CFX shall provide notice of such completion and final as-built plans to TOHO ("Completion Notice"). Within thirty days after receipt by TOHO of the Completion Notice, TOHO, CFX and the Construction Contractor shall jointly conduct a final inspection to ensure substantial compliance with the Utility Construction Plans and any Change Orders and for acceptance into TOHO's utility system. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to TOHO's reasonable satisfaction, TOHO shall promptly notify CFX in writing of its acceptance of the Utility Improvements. Upon TOHO's approval, CFX will deliver to TOHO a bill of sale for the Utility Improvements in a form mutually agreed upon between the TOHO and CFX, and forward to the TOHO any and all warranties or maintenance guarantees/bonds related to the Utility Improvements, as well as the "as-builts" and a certificate of completion from the contractor for the Utility Improvements. Upon acceptance of the Joint Project, any and all Utility Improvements shall be owned, operated and maintained by TOHO, at its sole cost and expense.

c. License for the Utility Improvements. Within sixty days of completion of the Project and acceptance of the Utility Improvements by TOHO, County shall grant to TOHO a license or permit for the Utility Improvements located within County's right-of-way.

12. **Post Design Services.** In the event the Utilities Design Firm is engaged to perform any post-design services attributable to the Utility Improvements, including, without limitation, shop drawing review, plan revision, site visits or any other tasks or activities reasonably required for the performance, operation or maintenance of the Utility Improvements (collectively, the "Post Design Services"), TOHO shall be solely responsible for any costs or expenses related to such services. In such event, TOHO shall have the right to review the Post Design Services, assist in the negotiations of, and approve, any costs or expenses associated with the Post Design Services. TOHO shall pay to CFX the cost and expenses associated with Post Design Services in accordance with the Florida Prompt

Proposed

Payment Act. The cost of Post Design Services that exceeds $25,000.00 must be approved by amendment to this Agreement.

13. **General Provisions**. No failure of any 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 such Party's right to demand exact compliance with the terms hereof. 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. Any amendment to this Agreement shall not be binding upon a Party unless such amendment is in writing and executed by TOHO, CFX, and County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic or digital signatures, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Florida. The Parties acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against any Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to "days" shall refer to calendar days.

14. **Indemnification.** To the extent permitted by law, and subject to the monetary limitations included within Section 768.28, Florida Statutes, CFX shall indemnify and save harmless TOHO and County from any and all claims, liability, losses and causes of action arising out of CFX's negligence or other wrongful acts in the performance of this Agreement. To the extent permitted by law, and subject to the monetary limitations included within Section 768.28, Florida Statutes, County shall indemnify and save harmless TOHO and CFX from any and all claims, liability, losses and causes of action arising out of County's negligence or other wrongful acts in the performance of this Agreement. In addition, to the extent permitted by law, and subject to the limitations included within Section 768.28, Florida Statutes, TOHO shall indemnify and save harmless County and CFX from any and all claims, liability, losses and causes of action arising out of TOHO's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify TOHO, CFX, or County for any liability or claims arising out of the negligence, performance, or lack of performance of TOHO, CFX, or County, as applicable.

15. **Waiver of Jury Trial**. TOHO, CFX AND COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

16. **Design, Location and Funding Disclosure**. TOHO and County acknowledge that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; and (ii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources.

17. **Effective Date and Term.** This Agreement shall become effective upon the execution

Proposed

by all Parties and recording in the public records by the Osceola County Clerk of Courts ("Effective Date"). CFX shall record this Agreement and any amendments hereto, as required by the Act, as soon as reasonably possible following the execution by all Parties, and provide a certified copy evidencing recordation to TOHO and CFX. This Agreement terminates on the tenth anniversary of its Effective Date unless terminated earlier by mutual agreement of the Parties.

18. **Inspector General**. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

19. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

20. **Formal Notice**. Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

TOHO: TOHO WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: Edwin Matos, Project Manager

Copy to: TOHOPEKALIGA WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: General Counsel

County: OSCEOLA COUNTY
1 Courthouse Square

Proposed

Kissimmee, Florida 34741

Copy to: OSCEOLA COUNTY
COUNTY ATTORNEY
1 Courthouse Square
Suite 4200
Kissimmee, Florida 34741

Other notices may be delivered by email to the CFX Director of Construction or his designee and TOHO's designated representative or designee

21. **Defaults and Remedies**. Each of the Parties hereto shall give the other Parties notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party(ies), in its or their discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party(ies); or (c) terminate this Agreement and 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.

22. **Severability**. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced, and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

23. **Sovereign Immunity**. Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. 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.

24. **Force Majeure.** The time for the performance of the Parties' obligations under this Agreement will be extended for a period of time equal to any period of delay experienced by the Party, or the number of days lost, due to any of the following ("Force Majeure"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, pandemic, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities, act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of the Parties.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Proposed

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the dates written below.

"TOHO"

TOHOPEKALIGA WATER AUTHORITY,
an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Henry Thacker, Board Chair

Date: 8/20/2025

Attest: _____
Tom White, Board Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 20 day of AUGUST, 2025 by Henry Thacker, Board Chair of the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He is personally known to me or has produced _____ identification.

Notary Public State of Florida
Alison T Smith
My Commission HH 362002
Expires 2/13/2027

[Stamp]

_____
Notary Public Signature

Printed Name: ALISON T SMITH
My Commission No.: HH362002

My Commission Expires: 2/13/2027

Proposed

Two Witnesses as to CFX:

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Print Name:_____

By: _____
Christopher, Maier
Chairman

Print Name:_____

Date:_____

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

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

MARCHENA AND GRAHAM, P.A.

By: Marcos Marchena
Marcos R. Marchena
Outside Counsel

Date: Sept 24, 2025

Proposed

COUNTY

OSCEOLA COUNTY, FLORIDA

By: Yvian Janer
Chair/Vice Chair
Board of County Commissioners

Date: 09/15/2025

ATTEST:

Josi Barrios
Clerk/Deputy Clerk

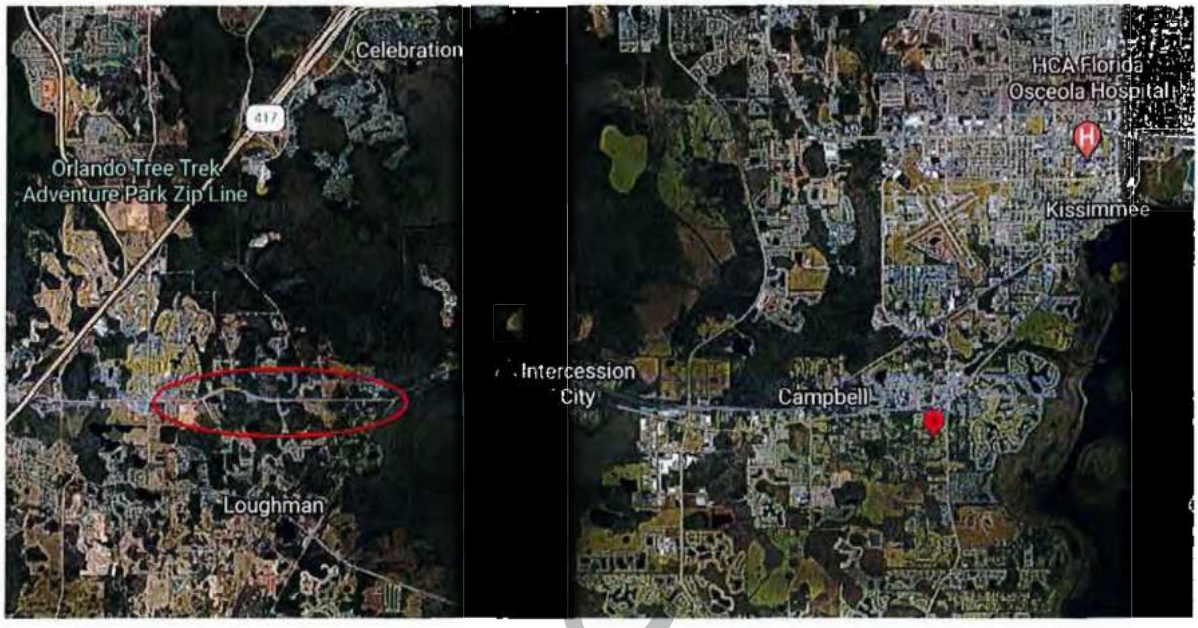
As authorized for execution at the Board of County Commissioners meeting of:

September 15, 2025

Proposed

Exhibit "A"

Project Area



Closed

Exhibit "B"

Utility Improvements

[See attached]

Proposed

EXHIBIT "B"

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
100% SUBMITTAL (UPDATED)

201 EAST PINE STREET, SUITE 1000
ORLANDO, FLORIDA 32801
PHONE:(407) 539-3565 FAX:(407) 539-3790
www.tetratech.com
TETRA TECH

PROJECT LOCATION MAP
N
N.T.S

PROJECT LOCATIONS

OSCEOLA COUNTY, FL

CLIENT INFORMATION:

TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD
KISSIMMEE, FL 34741

Tt PROJECT No.

200-08466-22019

CLIENT PROJECT No.:

118013

ISSUED:

100% SUBMITTAL (UPDATED)

DESIGN IS BASED ON CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS (100% DESIGN ISSUED JANUARY 2024) BY KIMLEY HORN

VICINITY MAP

SHEET INDEX

SHT#	DESCRIPTION
G-000	COVER AND SHEET INDEX
G-001	SIGNATURE SHEET
G-002	GENERAL NOTES
G-003	LEGEND & ABBREVIATIONS
G-004	KEY SHEET
C-101	PLAN & PROFILE FORCE MAIN STA 248+50-251+50
C-102	PLAN & PROFILE FORCE MAIN STA 257+50-262+00
C-103	PLAN & PROFILE FORCE MAIN STA 263+00-267+50
C-110	PLAN & PROFILE WATER MAIN STA 299+50-302+50
C-111	PLAN & PROFILE WATER MAIN STA 302+50-308+00
C-112	PLAN & PROFILE WATER MAIN STA 308+00-313+50
C-113	PLAN & PROFILE WATER MAIN STA 313+50-319+00
C-114	PLAN & PROFILE WATER MAIN STA 319+00-324+50
C-115	PLAN & PROFILE WATER MAIN STA 324+50-330+00
C-116	PLAN & PROFILE WATER MAIN STA 330+00-335+50
C-117	PLAN & PROFILE WATER MAIN STA 335+50-341+00
C-118	PLAN & PROFILE WATER MAIN STA 341+00-346+50
C-119	PLAN & PROFILE WATER MAIN STA 346+50-352+00
C-120	PLAN & PROFILE WATER MAIN STA 352+00-357+50
C-121	PLAN & PROFILE WATER MAIN STA 357+50-363+00

SHEET INDEX

SHT#	DESCRIPTION
C-122	PLAN & PROFILE WATER MAIN STA 363+00-368+50
C-123	PLAN & PROFILE WATER MAIN STA 368+50-374+00
C-124	PLAN & PROFILE WATER MAIN STA 374+00-379+50
C-125	PLAN & PROFILE WATER MAIN STA 379+50-385+00
C-126	PLAN & PROFILE WATER MAIN STA 385+00-390+50
C-127	PLAN & PROFILE WATER MAIN STA 390+50-396+00
C-128	PLAN & PROFILE WATER MAIN STA 396+00-401+50
C-129	PLAN & PROFILE WATER MAIN STA 401+50-407+00
C-130	PLAN & PROFILE WATER MAIN STA 407+00-412+50
C-131	PLAN & PROFILE WATER MAIN STA 412+50-418+00
C-140	PLAN & PROFILE RAW WATER RELOCATION STA 500+25-515+75
C-141	PLAN & PROFILE RAW WATER RELOCATION STA 518+50-529+00
C-142	PLAN & PROFILE RAW WATER RELOCATION STA 540+75-544+50
C-143	PLAN & PROFILE RAW WATER RELOCATION STA 549+25-553+25
C-144	PLAN & PROFILE RAW WATER RELOCATION STA 554+50-567+75
C-145	PLAN & PROFILE RAW WATER RELOCATION STA 565+50-568+50
C-146	PLAN & PROFILE RAW WATER RELOCATION STA 571+50-575+50
C-147	PLAN & PROFILE RAW WATER RELOCATION STA 579+50-583+50
C-148	PLAN & PROFILE RAW WATER RELOCATION STA 587+25-592+25
C-149	PLAN & PROFILE RAW WATER RELOCATION STA 596+25-602+75

SHEET INDEX

SHT#	DESCRIPTION
C-150	PLAN & PROFILE RAW WATER RELOCATION STA 604+25-608+50
C-151	PLAN & PROFILE RAW WATER RELOCATION STA 608+50-611+50
C-152	PLAN & PROFILE RAW WATER RELOCATION STA 612+00-613+15
C-160	PLAN & PROFILE RECLAIMED WATER RELOCATION STA 727+75-747+50
C-161	EXST 36" PCCP-RWM LIMITS OF PROP CONC CAP STA 179+25 TO 190+85
C-162	EXST 36" PCCP-RWM LIMITS OF PROP CONC CAP STA 190+85 TO 202+45
C-163	EXST 36" PCCP-RWM LIMITS OF PROP CONC CAP STA 202+45 TO 214+05
C-170	PLAN & PROFILE FINISHED WATER RELOCATION STA 469+75-491+25
C-171	PLAN & PROFILE FINISHED WATER RELOCATION STA 888+75-935+38
C-172	PLAN & PROFILE FINISHED WATER RELOCATION STA 907+75-921+00
C-173	PLAN & PROFILE FINISHED WATER RELOCATION STA 931+00-932+50
C-189	EXISTING VALVE ADJUSTMENT
C-191	EXISTING VALVE ADJUSTMENT
C-192	EXISTING VALVE ADJUSTMENT
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
C-504	DETAILS

Proposed

RESPONSIBLE FOR:
TOHO CR532 UTILITY IMPROVEMENTS

G-000 TO G-004, C-101 TO C-504

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY **JAMES J. WALLACE, P.E.** ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TETRA TECH, INC.
8880 FREEDOM CROSSING TRAIL, SUITE 101
JACKSONVILLE, FL 32256
ENGINEERING BUSINESS NO. 2429

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO	SHEET DESCRIPTION
G-000	COVER AND SHEET INDEX
G-001	SIGNATURE SHEET
G-002	GENERAL NOTES
G-003	LEGEND & ABBREVIATIONS
G-004	KEY SHEET
C-101 - C-103	PLAN & PROFILE FORCE MAIN
C-110 - C-131	PLAN & PROFILE WATER MAIN
C-140 - C-152	PLAN & PROFILE RWW WATER RELOCATION
C-160	PLAN & PROFILE RECLAIMED WATER RELOCATION
C-161 - C-163	RECLAIMED WATER MAIN PROPOSED CONCRETE CAP
C-170 - C-173	PLAN & PROFILE FINISHED WATER RELOCATION
C-180 - C-182	EXISTING VALVE ADJUSTMENT
C-501 - C-504	DETAILS

Proposed

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

SIGNATURE SHEET

G-001

GENERAL NOTES:

1. SUBMIT D SERVICE TO WASTEWATER FORCE MAIN, WATER MAIN AND RECLAIMED WATER MAIN MUST BE MAINTAINED DURING CONSTRUCTION. CONTRACTOR TO CONTACT TOHO 3 WEEKS PRIOR TO SHUTDOWN OF EXISTING UTILITIES. CONTRACTOR TO PERFORM AS MUCH WORK POSSIBLE PRIOR TO SHUTDOWN, TO MINIMIZE PERIOD OF DISCOMFORT. SIGN, REMOVAL, RECONNECTION AND RETURN SYSTEM TO OPERATION. TOTAL NUMBER OF PIPELINE RESIDENTS AT ANY GIVEN TIME THAT ARE SHUTDOWN SHALL NOT EXCEED 3 RESIDENTS.
2. CONTRACTOR SHALL NOTIFY TOHO AND THE AGENCY HAVING JURISDICTION OVER THE RIGHT-OF-WAY LIMITS PRIOR TO BEGINNING ANY WORK AND SHALL COORDINATE ANY REQUIRED INSPECTIONS.
3. WHEN PERFORMING SURFACE RESTORATION ALL WORK SHALL BE IN ACCORDANCE WITH COUNTY AND FDOT STANDARDS AND SPECIFICATIONS. PAVEMENT REPLACEMENT SHALL MATCH THE EXISTING PAVEMENT SECTION, INCLUDING PAVEMENT THICKNESS TO MATCH IN KIND, UNLESS OTHERWISE DIRECTED BY THE JURISDICTIONAL AUTHORITY THAT OWNS AND MAINTAINS THE ROADWAY. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT TO PROVIDE NEATLY CUT JOINTS FOR SUBSEQUENT PAVEMENT REPLACEMENT. ALL TRENCHES SHALL BE BACKFILLED AS NOTED IN THE SPECIFICATIONS AND COMPACTED TO MEET DENSITY REQUIREMENTS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL BYPASS PUMPING AND HAULING REQUIRED. TO COMPLETE THE WORK. BYPASS PUMPED SHALL BE LOW NOISE SUITABLE FOR RESIDENTIAL NEIGHBORHOOD. COMPLY WITH ALL LOCAL NOISE ORDINANCES AND RULES. SEE SPECIFICATIONS FOR ADDITIONAL BYPASS REQUIREMENTS.
5. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE SURVEY IS FOR CONSTRUCTION PURPOSES ONLY AT SITE APPOINTMENTS ARE DONE/BEING PROGRESSIVELY. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE NOT ON THE PROJECT AREA AND WHICH HAVE BEEN INSTALLED AND CONSTRUCTED SINCE THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES VIA SUBSURFACE UTILITY EXCAVATIONS (SUE), PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND OWNERSHIPS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES INVESTIGATION OR NOT SHOWN ON THE PLANS AFFECTING THE WORK PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DEVIATIONS FROM THESE PLANS MUST BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION.
6. EXISTING UTILITY SEPTIC & LOCATIONS (GAS, WATER, MAT, ETC) AS SHOWN ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED. THE EXISTING UTILITIES SHOWN SHALL NOT BE CONSTRUED AS BEING ALL-INCLUSIVE OF UTILITIES IN THE AREA. ANY SITE MODIFICATION OF SERVICE SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY AT NO ADDITIONAL COST TO THE TOHO WATER AUTHORITY ITSELF.
7. ALL PAVERS, STAMPED/STAINED CONCRETE, CURBS, SIDEWALKS, DRIVEWAYS, TRAILS, FENCES, WOOD, LANDSCAPING, ETC. DISTURBED BY THE CONTRACTORS OPERATIONS SHALL BE REPLACED WITH MATERIALS OF EQUAL OR BETTER IN KIND.
8. PRIOR TO BID PREPARATION, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DEEMED NECESSARY TO UNDERSTAND ALL FACTORS THAT WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCES, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO PERFORMING INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION SHALL BE ALLOWED.
9. CONSTRUCTION OF THE FLORIDA SPRAYFIELD SHALL NOT START UNTIL EXCAVATION NOTIFY ALL SSA UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
10. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ALL EXISTING UTILITIES, WATER TRANSMISSIONS AND STORM WATER INFRASTRUCTURE WITHIN THE CONSTRUCTION AREA. ALL REMAINING DISCHARGE MUST BE COORDINATED WITH THE COUNTY.
11. MONUMENTATION AND SURVEY LAYOUT LOCATIONS ARE NOT SHOWN ON THE PLANS AND SHALL BE FIELD TESTED BY THE CONTRACTOR BEFORE CONSTRUCTION.
12. DEVIATIONS MAY BE REQUIRED TO ACHIEVE THE NECESSARY CLEARANCES DURING CONSTRUCTION. SHEETPILING, AND CONFLICTING REQUIREMENTS. NO EXTRA COMPENSATION FOR DEVIATIONS WILL BE ALLOWED.
13. IF IT IS DETERMINED THAT UTILITY POLES, GUY WIRES, AND ANCHORS REQUIRE RELOCATION OR ADJUSTMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH COORDINATION, PERMITTING, AND INSTALLATION. THESE INCLUDING AND/OR RELOCATION AND TEMP. APPROVAL.
14. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING CONSTRUCTION. TO INSTALL FENCE, POST, CAP, AND ENCIRCLE A CEMENT AT A MINIMUM.
15. THE CONTRACTOR MUST MAINTAIN LAND AND WATER BARRIER, OR NON-EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION. RECONSTRUCTION OF TURBID DISCHARGE TO ANY CONNECTED WATER BODY WETLAND, OR OFFSITE PROPERTY. AT NO TIME SHALL THERE BE ANY DEBRIS DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 62-302, F.A.C.
16. THE REMOVAL OF UTILITIES AND ANY OTHER MATERIAL, INCLUDING BUT NOT LIMITED TO, PIPES, CONCRETE, AND PAVEMENT LAYERS FROM THE CLEARING AND GRUBBING, CUTS OR EXCAVATION SHALL BE HANDLED AND BY THE CONTRACTOR IN USUAL FASHION TO AN AUTHORIZED DISPOSAL FACILITY.
17. NO WORK MAY BE PERFORMED ON A HOLIDAY OR SUNDAY OR ANY DAY BETWEEN THE HOURS OF 5:00 PM AND 7:00 AM. EXCEPT SUCH WORK AS IS NECESSARY FOR THE PROPER CARE AND PROTECTION OF THE WORK ALREADY PERFORMED, OR DURING THAT PERMISSION TO WORK DURING THIS PERIOD IS REQUIRED OR REQUIRED BY THE JURISDICTION, AUTHORITY HAVING APPROVAL OVER THE WORK LIMITS. NORMAL WORKING HOURS AS ESTABLISHED ABOVE MAY BE FURTHER RESTRICTED IF TRAFFIC CONDITIONS WARRANT.
18. THE CONTRACTOR SHALL NOTIFY ALL UTILITY AGENCIES HAVING FACILITIES WITHIN THE PROJECT CONSTRUCTION LIMITS NOT LESS THAN 72 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION. THE LISTING DOES NOT BE INCLUSIVE OF ALL UTILITY PROVIDERS. THE CONTRACTOR IS TO CONTACT SUNSHINE STATE ONE CALL OF FLORIDA FOR A COMPLETE LISTING OF POTENTIAL FACILITY OWNERS WITHIN THE CORRIDOR.

TOHO WATER AUTHORITY	(407) 846-5600	SPRINT NEXTEL	(305) 793-5440
FLORIDA DEPARTMENT OF TRANSPORTATION	(407) 482-7855	FLORIDA GAS TRANSMISSION	(954) 480-0571
DUKE ENERGY	(407) 629-1010	AT&T	(800) 288-2355
CENTURYLINK / TELEPHONE	(407) 350-4000	OSCEOLA COUNTY	(407) 943-4504
BRIGHT HOUSE NETWORKS (CABLE)	(407) 291-2424	SPECTRUM	(352) 303-4169
DUKE ENERGY	(800) 452-2777	CHARTER COMM	(407) 446-8513
CULPEPER GAS	(941) 723-7150		

19. THE CONTRACTOR SHALL MAINTAIN ON-SITE AN ADEQUATE SUPPLY OF CONGREGATE, GRAVEL MATERIAL FOR TEMPORARY STABILIZATION OF DRIVEWAYS IN ORDER TO MAINTAIN CONTINUOUS ACCESS TO ALL PROPERTIES AND BUSINESSES. DRIVEWAYS MUST BE COMPLETELY RESTORED WITHIN 48 HOURS OF COMPLETION OF THE WORK. THE CONTRACTOR IS TO PROVIDE BUSINESS OWNERS AS NECESSARY FOR MODIFIED ACCESSIBILITY.
20. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR FOR RESTORING ANY PROPERTY CORNER DISTURBED DURING CONSTRUCTION. PRIOR OF ABANDONMENT SHALL BE SUBMITTED TO ENGINEER.
21. NO TREES ARE TO BE REMOVED, CUT OR TRIMMED WITHOUT PERMISSION OF THE OWNER.
22. THE CONTRACTOR WILL WORK DURING TO SEND A LETTER TO EACH RESIDENT OR BUSINESS IMPACTED BY THIS PROJECT. THE LETTER FORMAT AND CONTENTS SHALL BE SUBMITTED TO FOR REVIEW AND APPROVAL PRIOR TO BEING SENT OUT OR DELIVERED.
23. THE CONTRACTOR SHALL BE REQUIRED TO HOLD PUBLIC MEETINGS AT THE NEIGHBORHOOD ASSOCIATION SITE OR SIMILAR FORUM TO INFORM THE PUBLIC AND ANSWER QUESTIONS ABOUT THE PROJECT. NOTIFICATIONS FROM THIS AND THE ENGINEER SHALL BE AT THE MEETING. IN ADDITION, CONTRACTOR SHALL DISTRIBUTE DOOR HANGERS NOTIFYING RESIDENTS AND BUSINESSES OF THE PROPOSED WORK 72 HOURS IN ADVANCE OF WORK ON THEIR STREET.
24. ALL EXCAVATIONS SHALL BE BACKFILLED AT THE END OF EACH DAY AND TEMPORARY PAVEMENT IS REQUIRED IF WORK AREA IS TO BE OPENED TO TRAFFIC. ACCESS TO ALL DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES.
25. WATER AND SEWER SERVICE ARE TO BE MAINTAINED TO EACH PROPERTY AT ALL TIMES. COORDINATE TO INSTALL TEMPORARY CONNECTIONS WHERE REQUIRED.
26. A STAMPED APPROVED SET OF PLANS BY THE TOHO WATER AUTHORITY AND ANY OTHER REQUIRED JURISDICTIONAL PERMITS AUTHORITY OVER THE WORK LIMITS SHALL BE ON SITE AT ALL TIMES.
27. ONE FULL SIZE HARD COPY AND ONE (1) COPIES IN AUTOCAD AND PDF FORMATS OF AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE TOHO WATER AUTHORITY AS RECORD DRAWINGS AT OR BEFORE THE FINAL INSPECTION. AS-BUILT DRAWINGS MUST CONFORM TO THE CONTRACT DOCUMENTS. IN ADDITION, PROGRESSIVE AS-BUILTS MARK-UP SETS WILL BE REQUIRED FOR MONTHLY PAY APPLICATION APPROVALS.
28. LOCAL RESIDENT AND BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS AND BUSINESSES SEVEN (7) DAYS PRIOR TO IMPLEMENTING ANY ROADWAY OR DRIVEWAY CLOSURES. SECOND NOTICE SHALL BE GIVEN 24 HOURS IN ADVANCE OF CLOSURE. MAINTAIN EMERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.
29. ANY DISRUPTION TO ANY STORM SYSTEM WILL REQUIRE NOTIFICATION AND COORDINATION WITH A REPRESENTATIVE FROM THE CITY, OSCEOLA COUNTY AND FDOT. BACKFILL OF THE DISRUPTED STORM SYSTEM PRIOR TO INSPECTION AND APPROVAL IS PROHIBITED AND WILL RESULT IN THE AREA BEING DUG UP AT NO ADDITIONAL COST TO TOHO.
30. ALL CONSTRUCTION TECHNIQUES MUST BE SUBMITTED TO THE ENGINEER, TOHO, CITY, OSCEOLA COUNTY AND FDOT AND ANY OTHER ENTITIES HAVE JURISDICTION OVER THE PROJECT LIMITS.
31. PHASED GRAVEL DEWATERING MAY BE NECESSARY TO FACILITATE CONSTRUCTION AND DEWATERING OF PORTIONS OF THE SYSTEMS. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT ADEQUATE PRESSURE TEST DOCUMENTATION AND MAY BE CLARIFIED AT NO ADDITIONAL COST TO THE OWNER.
32. THE CONTRACTOR SHALL NOTIFY THE OWNER'S PROJECT REPRESENTATIVE BASICALLY WHEN CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
33. ANY DAMAGE CAUSED BY THE CONTRACTOR'S WORK SHALL BE REPLACED OR REPAIRED ROBALLY AT THE CONTRACTOR'S EXPENSE.
34. PIPE LENGTHS SHOWN ON THE PLANS ARE APPROXIMATE. ACTUAL LENGTHS ARE TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.
35. ALL SHEETING AND ASH VALVES, VALVE BOXES, AND SHARELINE SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADES. ALL VALVES AND VALVE BOXES SHALL REMAIN ACCESSIBLE AT ALL TIMES. ALL VALVES THAT MIGHT BE COVERED DURING CONSTRUCTION SHALL BE MARKED IN A MANNER CLEAR FOR SIGNS, SLAB POP WIRES AND PURPLE POP RIVETS THAT IS RAISED 3" (THREE) ABOVE GRADE. CONTRACTOR TO COORDINATE VALVE CUTTING WITH THE INSPECTOR AND TAG OPEN ENDS. ALL VALVES UNDER CONSTRUCTION ARE TO REMAIN CLOSED DURING CONSTRUCTION.
36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM AND EXCAVATION, FLOWFILLING AND COMPACTED MATERIALS, REPLACEMENT BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS AND BE AT THE CONTRACTOR'S COST.
37. THE CONTRACTOR IS RESPONSIBLE FOR PROPER INSPECTION OF BARRICADES AND SIGNAGE CONSTRUCTED BY SUBCONTRACTORS.
38. SIDEWALK CURB RAMPS DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED PER STANDARD INDEXES. ALL PROPOSED WORK MUST COMPLY WITH THE 2023 FDOT DESIGN MANUAL (FDM). ANY SIDEWALK WHICH BECOMES UNDESIRABLE MUST BE REMOVED AND REPLACED. WORKABLE ARE 36" OR BECOME TRUCTED WITHIN THREE (3) DAYS AFTER REMOVAL WITH THE AREA BEING PROTECTED IN THE MEANTIME. WHEN PAVING REMOVAL IS REQUIRED, IT IS TO BE SECURED TO THE NEAREST JOINT. ALL DISTURBED AGGREGATE SHALL BE SLOPED OFF FROM PEDESTRIAN USE UNTIL COMPLETE RESTORATION HAS BEEN PERFORMED.
39. RESTORATION OF CURB, STREET CONCRETE AND PLACING OF 12" ASD SHALL BE COMPLETE PRIOR TO EXCAVATION STARTING IN ANOTHER AREA BY SAME CONTRACTOR. THE OWNER MAY DIRECT THE CONTRACTOR TO PHASE THEIR RESTORATION SUCH THAT THE SITE AND USERS ARE NOT SUBJECTED FOR AN EXTENDED PERIOD OF TIME. PHASED RESTORATION WILL BE AT THE CONTRACTOR'S COST AND AT NO ADDITIONAL COST TO THE OWNER.
40. NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALKS. ALL DIRT AND DEBRIS WILL BE REMOVED FROM THE JOB SITE DAILY. BRAKES AND RESIDENCE TO BE SWEPT DAILY AS PART OF DAILY CLEANUP.
41. CONTRACTOR IS TO PROVIDE EROSION CONTROLS SUCH AS SILT BARRIER (SILT FENCE OR EQUAL) TO PREVENT DETACH OF NUISANCE PROPERTY STREETS, STORM SEWERS, AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE SUITABLE MATERIAL ON GROUND OR AROUND WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE, IF IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF SITE BY NORMAL CHANNELS OF VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE, AND CLEAN THE STREETS TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES AT THEIR COST. THE CONTRACTOR IS REQUIRED TO OBTAIN WATER, SUPPLY PERMITS AND MAINTAIN SAME.
42. THE CONTRACTOR SHALL PROVIDE/MAINTAIN MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE.
43. THE PROJECT CORRIDOR CONTAINS HEAVILY TRAVELED ROADWAYS AND PEDESTRIAN AREAS, SAY FOURTEEN, RESIDENTIAL AREAS, HOTEL AND CONVENTION, ANIMAL, ETC. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO PROVIDE ALL NECESSARY SAFETY PRECAUTIONS MEETING THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS AT ALL TIMES.
44. THE CONTRACTOR IS TO EMPLOY ALL NECESSARY MEANS AND METHODS TO MANAGE RISK AND IMPACTS TO ALL BUSINESS FACILITIES AND HIS THE NEIGHBORS AND TO AVOID MISCONCEPTIONS AMONG THE PUBLIC ABOUT PERSONAL SAFETY RESPONSIBILITIES THEREFORE TO MINIMIZE POTENTIAL IMPACTS.
45. THE CONTRACTOR WILL BE REQUIRED TO ADHERE TO ALL TREE PROTECTION MEASURES INCLUDING TREE BARRICADES, ROOT PRUNING, OR FINAL TRIMMING. THESE REQUIREMENTS ARE NOTED WITHIN THE SPECIFIED PERMITTING AND WILL ALSO INCLUDE ALL AREAS WHERE THE CONTRACTOR MAKING ENCROACHMENTS AND STORE OR PARK EQUIPMENT MATERIALS, VEHICLES, ETC.

PIPING SYSTEM NOTES:

1. ALL WASTEWATER FORCE MAIN, GRAVITY SEWER MAIN, POTABLE WATER MAIN AND RECLAIMED WATER MAIN PIPING AND FITTINGS SHALL BE IN ACCORDANCE WITH TOHO STANDARD SPECIFICATION.
2. THE CONTRACTOR IS SOLELY RESPONSIBLE TO LOCATE THE AIR VALVES AT HIGH POINTS ALONG THE PIPELINE BASED ON THE ACTUAL CONSTRUCTED PIPELINE PROFILE. IF ADDITIONAL HIGH POINTS EXISTED BY AT LEAST ONE PIPE DIAMETER IN DEVIATION FROM DESIGNED WERE AND ORDERED ARE CONSTRUCTED BY THE CONTRACTOR, THE CONTRACTOR MAY BE REQUIRED TO INSTALL ADDITIONAL AIRVS AT THEIR COST. SUBSTANTIAL DEVIATIONS IN THE PROFILE ELEVATIONS WILL NOT BE ACCEPTABLE AND ALL DEVIATIONS MUST BE APPROVED BY TOHO AND THE SSA PRIOR TO CONSTRUCTION.
3. ALL PVC PIPE SHALL CONFORM TO AWWA STANDARD C900 OR C905 AND HAVE A MINIMUM DIMENSION RATIO OF 18. ALL HDPE PIPES SHALL CONFORM TO AWWA C906 AND HAVE AN OUTSIDE DIAMETER EQUAL TO OR PIPE FOR THE SAME SIZE AND A MINIMUM DIMENSION RATIO OF 11, UNLESS OTHERWISE NOTED, EXCEPT WHERE SPECIFICALLY NOTED.
4. ALL DIP TRANSMISSION MAINS SHALL BE RESTRAINED JOINT (RJ) CONTRACTOR SHALL RESTRAIN PIPE AND FITTINGS IN ACCORDANCE WITH THE RESTRAINT TABLE SHOWN ON THE DETAIL SHEETS. CONTRACTOR TO RESTRAIN EVERY VALVE AND FIRE HYDRANT REQUIRED IN ACCORDANCE WITH THE RESTRAINT TABLE. CONTRACTOR SHALL USE RESTRAINED JOINTS ONLY. NO CONCRETE THRUST BLOCKS OR THRUST COLLARS SHALL BE PERMITTED EXCEPT WHERE SPECIFICALLY NOTED.
5. THE CONTRACTOR MUST MEET ALL POTABLE SEPARATION REQUIREMENTS BETWEEN THE PROPOSED UTILITY CONSTRUCTION AND THE EXISTING UTILITIES WITHIN THE PROJECT CORRIDOR. ANY INFRASTRUCTURE CONSTRUCTED WITHOUT MEETING THESE SEPARATION REQUIREMENTS WILL BE REQUIRED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
6. BUTT-FUSION WELDED 90 DEGREE PIPE BENDS ARE REQUIRED FOR ALL HDPE INSTALLATIONS. STEERABLE BENDS WILL ONLY BE ACCEPTABLE ON A CASE-BY-CASE BASIS AND/OR APPROVED BY THE SSA AND TOHO PRIOR TO CONSTRUCTION.
7. COORDINATE TIE-INS TO EXISTING MAINS WITH TOHO PERSONNEL. EXISTING VALVES SHALL BE OPERATED BY TOHO. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND DISPOSING OF CONTENTS OF EXISTING MAINS AS NEEDED AND FOR ALL REQUIRED DISINFECTION EFFORTS AT NO ADDITIONAL COST TO THE OWNER.
8. ALL PIPE SHALL BE HYDROSTATIC TESTED AND LEAK TESTED WITH ZERO LEAKAGE ALLOWED, IN ACCORDANCE WITH TOHO STANDARDS.
9. DURING CONSTRUCTION WHENEVER ANY PIPELINE IS LEFT UNATTENDED, TEMPORARY PLUGS SHALL BE INSTALLED AT ALL OPENINGS. TEMPORARY PLUGS SHALL BE WATER TIGHT AND OF SUCH DESIGN TO PREVENT ENTRY INTO THE PIPE.
10. ALL WORK SHALL HAVE A MINIMUM OF 36 INCHES OF COVER OR AS OSCEOLA COUNTY ROADWAYS SHOWN OTHERWISE. PROVIDE A MINIMUM OF 3 FEET OF COVER OVER ALL UTILITIES AT ALL DITCH CROSSINGS.
11. ADEQUATE FORCE MAIN WATER MAINS OR ISLAND LINES ARE NOT LIMITED FOR THE USE OF BY TOHO, THE MANUAL DISINFECTION SHALL BE USE OF THAT RECOMMENDED BY THE MANUFACTURER IN ACCORDANCE WITH TOHO STANDARDS.
12. THE "AS-BUILT" DRAWINGS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED AT THE TIME OF THE REQUEST FOR A LETTER OF RELEASE TO PLACE THE CONSTRUCTION INTO SERVICE WILL CLEARLY DEPICT THE VERTICAL CLEARANCES BETWEEN WATER, SEWER UNDERDRAIN STORM AND IN USE LINES AT ALL CROSSINGS AND PARALLEL RUNS. IN ADDITION, THE CENTER OF UNDUE LENGTHS OF PIPE (USUALLY 20 FEET) AT POINTS OF CROSSING WILL BE DOCUMENTED ON THE DRAWINGS AND AN EXPLANATION CONSTRUCTION REQUIRED TO BE DEPICTED IN CASES WHERE A MINIMUM OF 18 INCHES OF VERTICAL CLEARANCE BETWEEN THE WATER AND SEWER OR LARGER STORM LINES IS NOT POSSIBLE. ALL WORK NOT MEETING FDEP REQUIREMENTS MAY BE REJECTED AND RECONSTRUCTED AT THE CONTRACTOR'S COST.
13. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES FOUND TO BE DEEMED NECESSARY.
14. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL GROUNDWATER TESTING AND SAMPLING TO DETERMINE THE PRESENCE OF ANY CONTAMINATED SOILS OR GROUNDWATER WITHIN THE PROJECT LIMITS. PORTIONS OF THE SITE ARE KNOWN TO HAVE CONTAMINATED SOILS AND/OR GROUNDWATER CONTAMINATION. ALL COSTS FOR REMOVAL OF CONTAMINATED SOILS, DEWATERING DISCHARGE, OR HORIZONTAL DIRECTIONAL DRILLING (HDD) PLANS WHICH MAY DEWATER CONTAMINATED GROUNDWATER AND/OR SOILS ARE TO BE MADE BY THE CONTRACTOR. ANALYSIS IS STRONGLY RECOMMENDED TO BE PERFORMED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION AND COORDINATION WITH FDEP WILL BE REQUIRED TO IDENTIFY AND ADDRESS DEWATERING UNKNOWN CONTAMINATED AREAS WITHIN THE PROJECT LIMITS. THIS SHALL NOT BE FOR COST ASSOCIATED WITH REMOVAL OF CONTAMINATED SOILS OR DISCHARGE OR HDD CLEARING FROM HDD.
15. WHERE TRENCHES OR EXCAVATIONS ARE CLOSE TO MANHOLES, VALVE OR UTILITY POWERPOST OR POLES, SPECIAL ATTENTION WILL BE GIVEN TO THE STABILITY OF THOSE STRUCTURES AND NOT TO ALLOWED ANY EXCAVATED AREAS THAT TO UNBALANCED LOADS. ADDITIONAL LATERAL SUPPORT WILL BE ORDERED AND MAY ALSO BY THE CONTRACTOR TO MAINTAIN ANY SYSTEMS.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), LATEST EDITION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST EDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND IMPLEMENTING A MOT PLAN IN ACCORDANCE WITH BOTH GUIDELINES. REGULATIONS AND STANDARDS FOR APPROVAL PRIOR TO COMMENCING WORK. THE CONTRACTOR'S MOT PLAN SHALL BE SEALED BY A FLORIDA REGISTERED CIVIL ENGINEER WITH KNOWLEDGE AND EXPERIENCE OF WORKING TRAFFIC CONTROL PLANS.
2. THE POSTED SPEED LIMITS ALONG THE ROADWAYS WHERE CONSTRUCTION IS PLANNED IS POSTED SPEED LIMIT IN FORCE. MINIMUM IS DESIRED APPROPRIATE THAT THE SPEED BE REDUCED.
3. THE CONTRACTOR SHALL MAINTAIN DUSTING CONTROL MEASURES DURING CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR SHALL ADJUST THE MAINTENANCE OF TRAFFIC SIGNS AND MAINTENANCE AS NEEDED DURING PEAK CONDITIONS.
5. EACH CONTRACTOR SHALL MAINTAIN PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES. THE CONTRACTOR'S OPERATIONS SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNS, LIGHTS AND FLAGMEN AS REQUIRED BY FDOT IN THE MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES. TO ENABLE SAFE PASSAGE OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION OPERATIONS.
6. WEEKEND HOURS MAY BE REQUIRED TO BE WORK-STANDARD OR NON-PEAK HOURS. CONTRACTOR SHOULD PLAN ON NIGHT WORK AND/OR NON-STANDARD HOURS IF REQUIRED BY CITY, MUNICIPALITY AND/OR AT NO ADDITIONAL COST TO THE OWNER.
7. NO STREET SHALL BE CLOSED WITHOUT WRITTEN PERMISSION AND APPROVED DETOUR PLANS. ANY PORTION OF ROADWAY THAT INCLUDES CONTINUE CONSTRUCTION AND/OR UNDER THE OPERATION OF THE AUTHORITY HAVING JURISDICTION OVER THE ROADWAYS, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER ACCEPTED THE HOA OWNER.

48 HOURS BEFORE DIGGING
CALL
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1-800-432-4770
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100% DESIGN
(UPDATED)

BY	DESCRIPTION	DATE

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
GENERAL NOTES

Project No.	200-06486-22310
Designed By	J.WALLACE
Drawn By	B.THOMAS
Checked By	J.WALLACE

G-002

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LIST OF STANDARD ABBREVIATIONS

A								
ACP	ALARM ANNUNCIATOR PANEL	S						
AVBV	AUTOMATIC AIR RELEASE VALVE	SAN	SANITARY					
AAV	AUTOMATIC AIR VENT	SPC	SPRINKLER					
AB	ANCHOR BOLT	SP	SPLITTER					
ASPH	ASPHALT CONCRETE	SPT	SPLITTER					
ASPHM	ASPHALT MASTIC	SS	SANITARY SEWER					
AWWA	AWWA STD	SSL	SANITARY SEWER LINE					
AWS	AUTOMATIC WATER SYSTEM	SV	SLEEVE VALVE					
		SVAT	SLEEVE VALVE AT TOP					
ABV	ABOVE	SLDR	SOLDERED					
AC	ALTERNATING CURRENT	SWSH	SWITCHGEAR					
ACI/ACP	ASPHALT CEMENT CONCRETE CONFORMED TO ACI 302.1R-89	SWBD	SWITCHBOARD					
ADP	ADAPTER	SYP	SCHEDULE OF PAVEMENT					
ADDN	ADDENDUM	SYMB	SYMBOL					
ADH	ADHESIVE		SYNTHETIC FIBER REINFORCING					
AFF	ABOVE FINISHED FLOOR		SYNTHETIC					
AFG	ABOVE FINISHED GRADE	SYNP	SYNTHETIC					
AFS	ABOVE FINISHED SLAB	SYS	SYSTEM					
AHD	AHEAD	SYM	SYMMETRY					
AL	ALUMINUM	SST	SYSTEMS					
ALT	ALTERNATE	SYN	SYNCHRO					
ANS	ANSI	SYS	SYSTEM					
ANT	ANTENNA							
APT	APARTMENT	T						
ARCH	ARCHITECTURAL	TAN	TANGENT					
AS	AS BUILT	TEL	TELEPHONE					
ASBN	ASBESTOS CEMENT	TEMP	TEMPORARY					
ASPH	ASPHALT	TER	TERRACE					
ASSY	ASSEMBLY	TERM	TERMINAL					
AVE	AVENUE	TEST	TEST					
AVG	AVERAGE	TFE	TETRAFLUOROETHYLENE					
AWG	AMERICAN WIRE GAUGE	TFL	TEFLON					
AWP	AIR WATER PIPE	THD	THREAD					
AWWA	AMERICAN WATER WORKS ASSOCIATION	THK	THICK					
		THRD	THREADED					
B		TOC	TOP OF CURB					
BAP	BATTLE	TOF	TOP OF FOOTING					
BDV	BALL CHECK VALVE	TOP	TOP OF PIPE					
BF	BLIND FLANGE	TOS	TOP OF SLOPE					
BFV	BUTTERFLY VALVE	TOW	TOP OF WALL					
BHP	BRAKE HORSEPOWER	TP	TEST PLUG					
BL	BLADE ARM	TPH	TEST PLUG W/ BLEEDER					
BM/MB	BENCHMARK/S-CURB MARKER	TPW	TEST PLUG W/ WELL					
BN	BRAZILIAN	TS	TRAFFIC SIGNAL					
BLDG	BUILDING	TSB	TRAFFIC SIGNAL BOX					
BLVD	BLVD	TSC	TRAFFIC SIGNAL CONTROLLER					
BM	BENCH MARK	TSP	TRAFFIC SIGNAL POLE					
BMS	BACK OF SLAB	TW	TOP OF WALL					
BOT	BOTTOM	TYP	TYPICAL					
BP	BASE PLATE							
BRG	BEARING	U						
BVP	BLADDER TYPE PIPE	UNF	UNFINISHED					
BW	BALL VALVE							
BWV	BUTTERFLY VALVE	V						
BWW	BRINE WATER	VT	VENT OR TEST					
		VLV	VALVE					
C		VV	VENT VALVE					
CAP	CAPACITY	VW	VARIABLE WIDTH					
CA	CONCRETE AIR	WAP	WASTE WATER PUMP					
CAV	CONCRETE AIR WAVE	WB	WHERE TO FIND					
CB	CATCH BASIN							
CCS	CHLORINE CONTACT CHAMBER	W						
CL	CHLORINATED LIGHT	WA	WATER					
CPM	PVMD FEET PER MINUTE	WAL	WALLED					
CFS	CUBIC FEET PER SECOND	WF	WATER FIRE					
CV	CHECK VALVE	WG	WING JOINT					
CI	CAST IRON	WI	WROUGHT IRON					
CIP	CAST IRON PIPE	WPD	WATER PER DAY					
CIPP	CAST IRON PIPE	WPH	WATER PER HOUR					
CJ	CONSTRUCTION JOINT	WPM	WATER PER MINUTE					
CM	CIRCULAR	WPS	WATER PER SECOND					
CMP	CENTER MAP	WR	WATER					
CO	CLEANOUT	WTR	GRATING					
COL	CHLORINE GAS							
CLF	CHAIN LINK FENCE	WA	GALVANIZED STEEL					
CLR	CLEAR OR CLEARANCE	WP	GALVANIZED STEEL PIPE					
CNT	CONCRETE	WSP	GROUND STORAGE RESERVOIR					
CNTR	CORRUGATED METAL PIPE	WST	GROUND STORAGE TANK					
CMPA	CORRUGATED METAL PIPE ARCH	WT	GROUT					
		WV	GATE VALVE					
CMU	CONCRETE MASONRY UNIT							
CNR	CONDUIT	X						
CNR	CONNECTION	XHD	XTRA HEAVY					
CO	CLEAN OUT	XH	XTRA HEAVY					
COG	CARBON MONOXIDE	XHPE	HIGH-DENSITY POLYETHYLENE					
CONST	CONSTRUCTION	XPS	EXTRUDED POLYSTYRENE					
CONT	CONTINUOUS	XSC	HYDROCHLORIC ACID					
CORR	CORROSION	XTRA	XTRA STRONG					
CPVC	CHLORINATED POLYVINYL CHLORIDE	XXH	XXTRA STRONG					
CRS	CENTER TO CENTER							
CS	CONCRETE SLOPE	Y						
CSP	CORRUGATED STEEL PIPE	YD	YARD					
CTR	CENTER	YR	YEAR					
CTRL	CONTROL							
CU	COPPER	Z						
CULV	CULVERT	ZN	ZINC					
CV	CHECK VALVE							
CVP	CLAY VITRIFIED PIPE							
CW	CONCRETE WALL							
CY	CUBIC YARD							
CYL	CYLINDER							
CZAC	CURB AND GUTTER							
CZC	CURB TO CURB							
D								
DAT	DATUM							
DBL	DOUBLE							
DC	DIRECT CURRENT							
DEV/D	DEVIATION							
DEPT	DEPARTMENT							
DESCR	DESCRIPTION							
DET	DETAIL							
DF	DIESEL FUEL							
DI	DUCTILE IRON							
DIA	DIAMETER							
DIFF	DIFFUSER							
DIM	DIMENSION							
DIP	DUCTILE IRON PIPE							
DISCH	DISCHARGE							
DIP	DUCTILE IRON							
DMH	DROP MANHOLE							
DN	DOWN							
DN	DEMINERALIZED WATER							
DN	DEMINERALIZER VALVES							
DW	DRIVEWAY							
DWG	DRAWING							
DWV	DRAIN WASTE AND VENT							

SYMBOLS EXISTING

- BORE MONITORING WELL
- BORING
- CABLE TV FLAG
- CABLE TV JUNCTION BOX
- CABLE TV BOX
- COMMUNICATIONS DISH
- FIBER OPTIC
- FIBER OPTIC FLAG
- TELECOMMUNICATIONS FLAG
- TELECOMMUNICATIONS JUNCTION BOX
- TELEPHONE MANHOLE
- TELEPHONE BOX
- BENCHMARK
- CONTROL POINT MONUMENT
- CONTROL POINT
- FIRE HYDRANT
- WATER VALVE
- GAS FLAG
- GAS
- GAS VALVE
- ELECTRICAL BOX
- ELECTRICAL POWER FLAG
- ELECTRICAL JUNCTION BOX
- BUILDING LIGHT
- LIGHT POLE
- ELECTRICAL MANHOLE
- ELECTRICAL METER
- POWER POLE
- RAILROAD CROSSING MARKER
- STREET LIGHT
- ELECTRICAL TRANSFORMER
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL BOX
- GUY WIRE
- UTILITY POLE
- FOUND IRON PIN
- SET IRON PIN
- FOUND MONUMENT
- SET MONUMENT
- PROPERTY SECTION CORNER
- AIR RELIEF STRUCTURE
- CLEANOUT
- FORCEMAIN CURB STOP
- FLUSHING CONNECTION
- IN-LINE PLUSHING CONNECTION
- SANITARY SEWER MANHOLE
- SANITARY SEWER PUMP OPLX
- SANITARY SEWER PUMP SPLX
- SANITARY SEWER VALVE
- FLAG POLE
- MAILBOX
- MARKER UNKNOWN
- PARKING METER
- POST
- PICNIC TABLE
- ROCK
- SIGN
- TRASH CAN
- BUSH
- SPOT ELEVATION
- DECIDUOUS TREE
- EVERGREEN TREE
- PALM TREE
- STUMP
- WATER
- WATER VALVE
- STORM DRAIN
- STORM END SECTION / HEADWALL
- STORM DRAIN MANHOLE
- WATER CURB STOP
- DRAWING POINT/MAP
- WATER FLAG
- WATER MANHOLE
- WATER METER
- WATER WING OT
- SPRING OR WELL
- WELL
- CULVERT

LINETYPES EXISTING

UTILITIES

- FIBER OPTIC
- UNDERGROUND COMMUNICATION
- OVERHEAD TELEPHONE
- UNDERGROUND TELEPHONE
- FIRE PROTECTION
- FIRE PROTECTION UNDERGROUND
- GAS/FUEL PIPE
- WATER/IRRIGATION
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- SANITARY SEWER
- SANITARY SEWER (6")
- FORCE MAIN
- FORCE MAIN (6")
- STEAM PIPE
- STEAM PIPE (6")
- STORM SEWER
- STORM SEWER (6")
- WATER
- WATER (6")
- UTILITIES = 18" WIDE(S) APPLICABLE)

SITE

- BUILDING OUTLINE
- FENCE
- FENCE WOOD
- METAL FENCE
- GUARDRAIL
- FLOOD BOUNDARY
- POND EDGE
- RAILROAD TRACK
- ASPHALT
- BRICK
- CONCRETE
- GRAVEL
- CURB AND GUTTER
- ASPHALT SIDEWALK
- CONCRETE SIDEWALK
- GRAVEL SIDEWALK
- MAJOR CONTOUR
- MINOR CONTOUR
- RETAINING WALL
- ROCK RETAINING WALL
- VEGETATION/TREE LINE
- WETLAND BOUNDARY

REFERENCE SYMBOLS

CIVIL LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE (MAJOR)
- EASEMENT
- W — WATER MAIN
- RECLAIM — RECLAIM WATERMAIN
- RAIN — RAIN WATER MAIN
- SANITARY SEWER (FORCE MAIN)
- UTILITY TO BE REMOVED
- FH — FIRE HYDRANT
- AIR — AIR RELIEF STRUCTURE
- WG — WATER GATE VALVE

PIPING LEGEND

PIPING ARRANGEMENT	MECHANICAL JOINT			
	SINGLE-LINE		DOUBLE-LINE	
	EXISTING	PROPOSED	EXISTING	PROPOSED
ELBO				
TEE				
WYE				
REDUCER				
SWIV FLANGE	N/A	N/A	N/A	N/A
PLUG				
BUTTERFLY VALVE				
BALL VALVE	N/A	N/A	N/A	N/A
CHECK VALVE	N/A	N/A	N/A	N/A
GATE VALVE				
PLUG VALVE				

Protected

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR632 UTILITY IMPROVEMENTS PROJECT

LEGEND AND ABBREVIATIONS

Project No: 200-WWW-17019
Designed By: J.WALLACE
Drawn By: S.THOMAS
Checked By: J.WALLACE

G-003

Sheet

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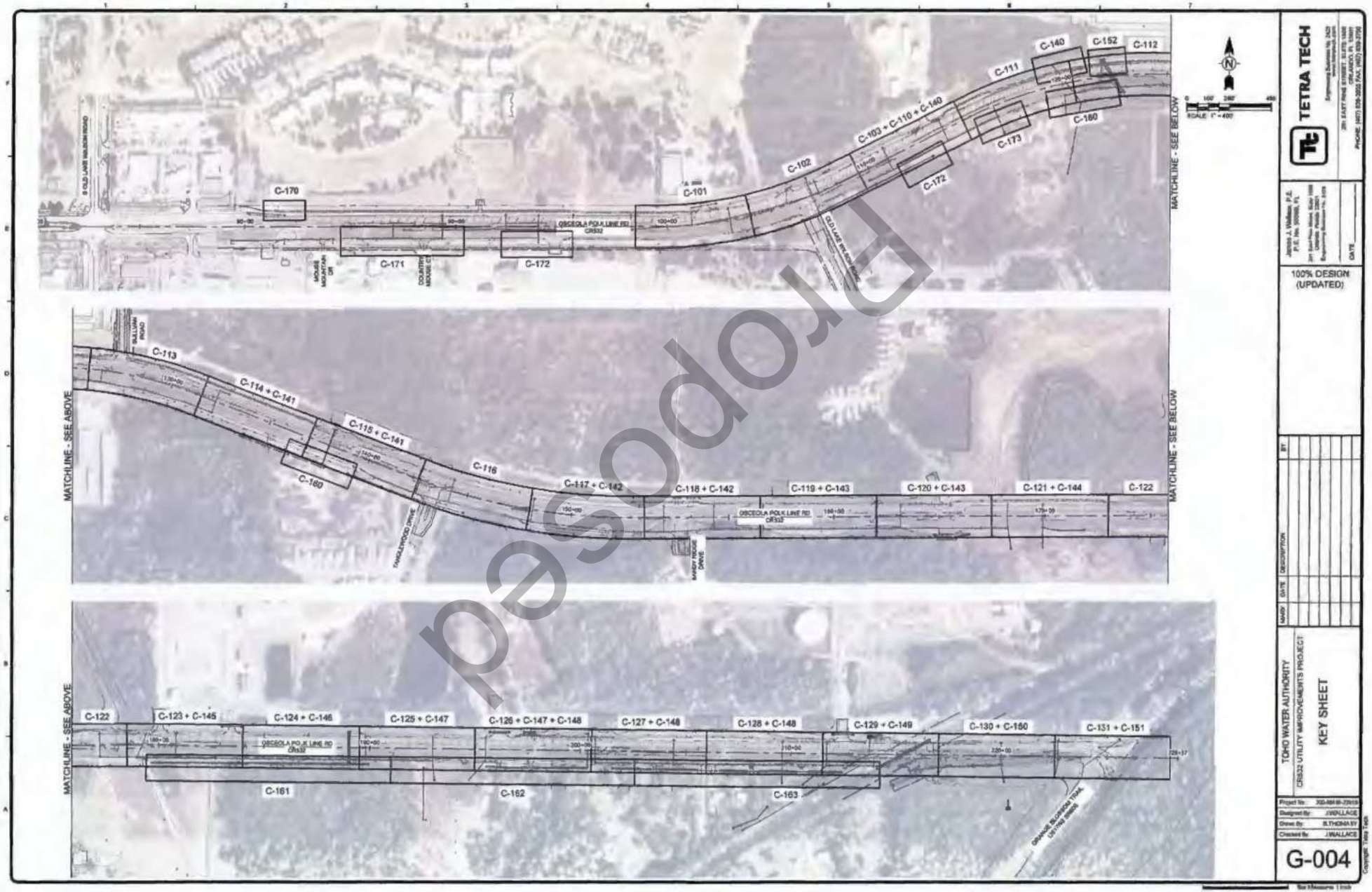

Proposed

TETRA TECH

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TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

KEY SHEET

Project No: 300-NNNN-20010
Designed By: JWALLACE
Drawn By: BLTHOMAS1
Checked By: JWALLACE

G-004

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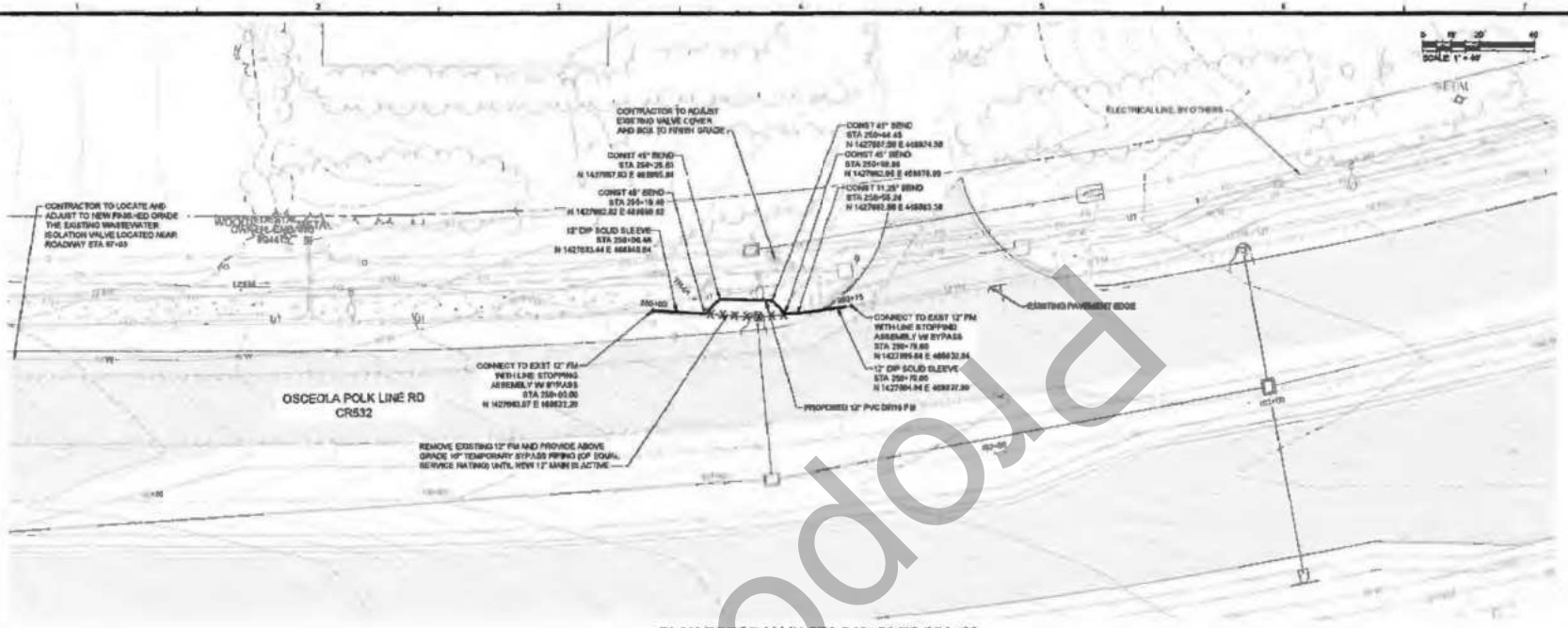
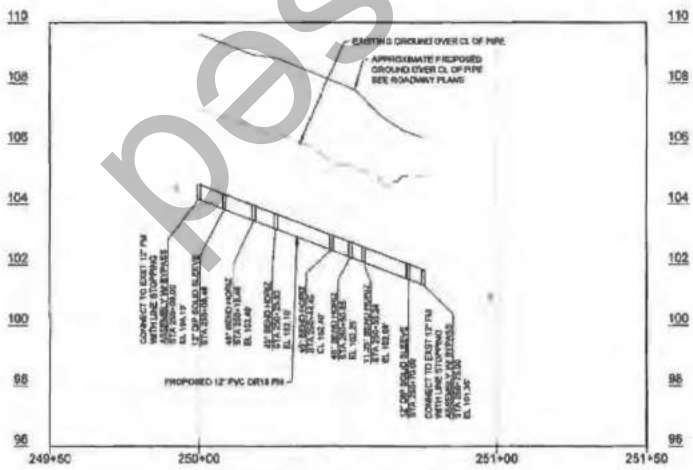


PLAN FORCE MAIN STA 249+50 TO 251+50



PROFILE FORCE MAIN STA 249+50 TO 251+50

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION)
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER OS-503 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KNIGHTS-HOWEY CR532 WIDENING FROM OLD LANE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FORCE MAIN
STA 249+50 TO 251+50

Project No.: 200NHS-20016
Designed By: JJWALLACE
Drawn By: S.THOMAS
Checked By: JJWALLACE

C-101

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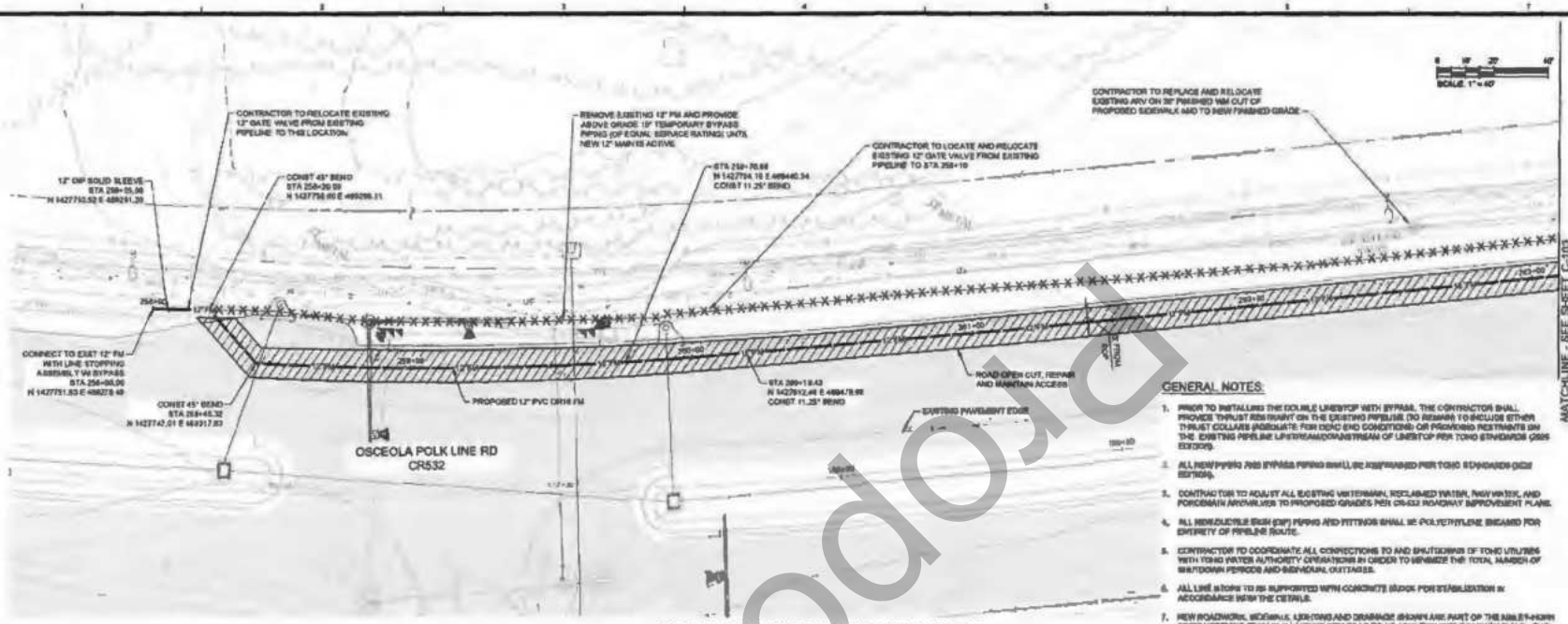
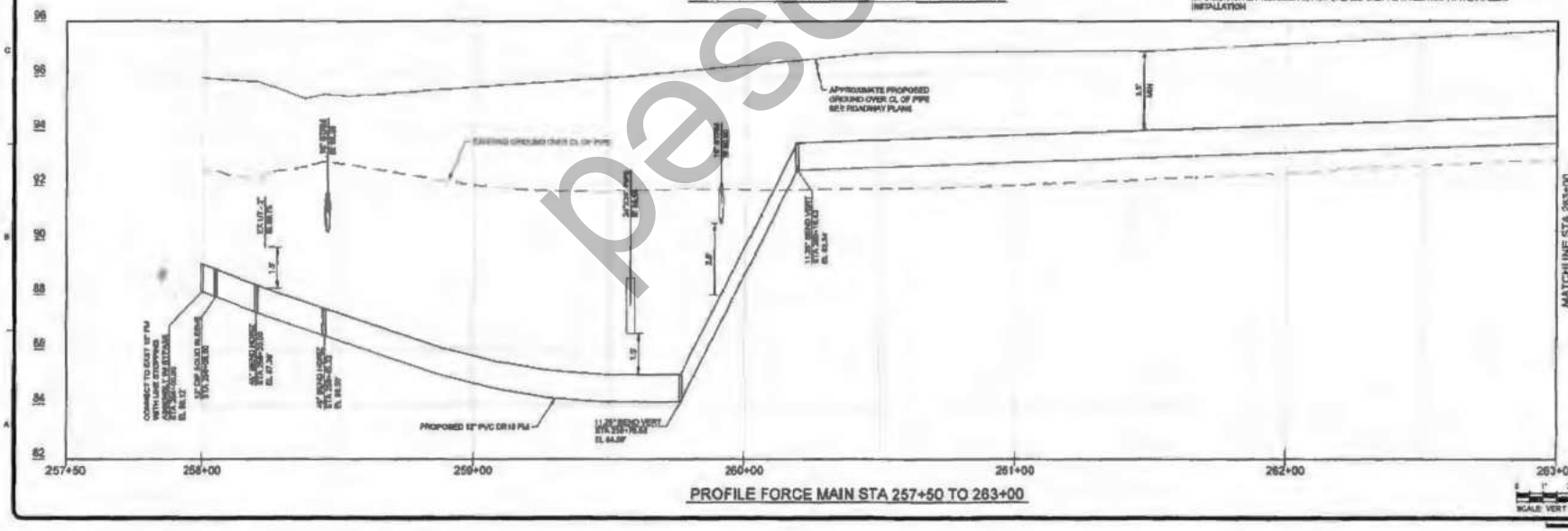
proposed



PLAN FORCE MAIN STA 257+50 TO 263+00

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDED RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2020 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE ASSEMBLED PER TOHO STANDARDS (2020 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL DURATIONS.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE NARCOOSSEE CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION



PROFILE FORCE MAIN STA 257+50 TO 263+00

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PHONE (407) 839-3837 FAX (407) 839-3838

Jessica J. Wallace, P.E. No. 98886 FL
Date:

100% DESIGN (UPDATED)

Mark	Date	Description	By

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FORCE MAIN
STA 257+50 TO 263+00

Project No.	200-03499-020.6
Designed By	J.WALLACE
Drawn By	B. THOMAS
Checked By	J.WALLACE

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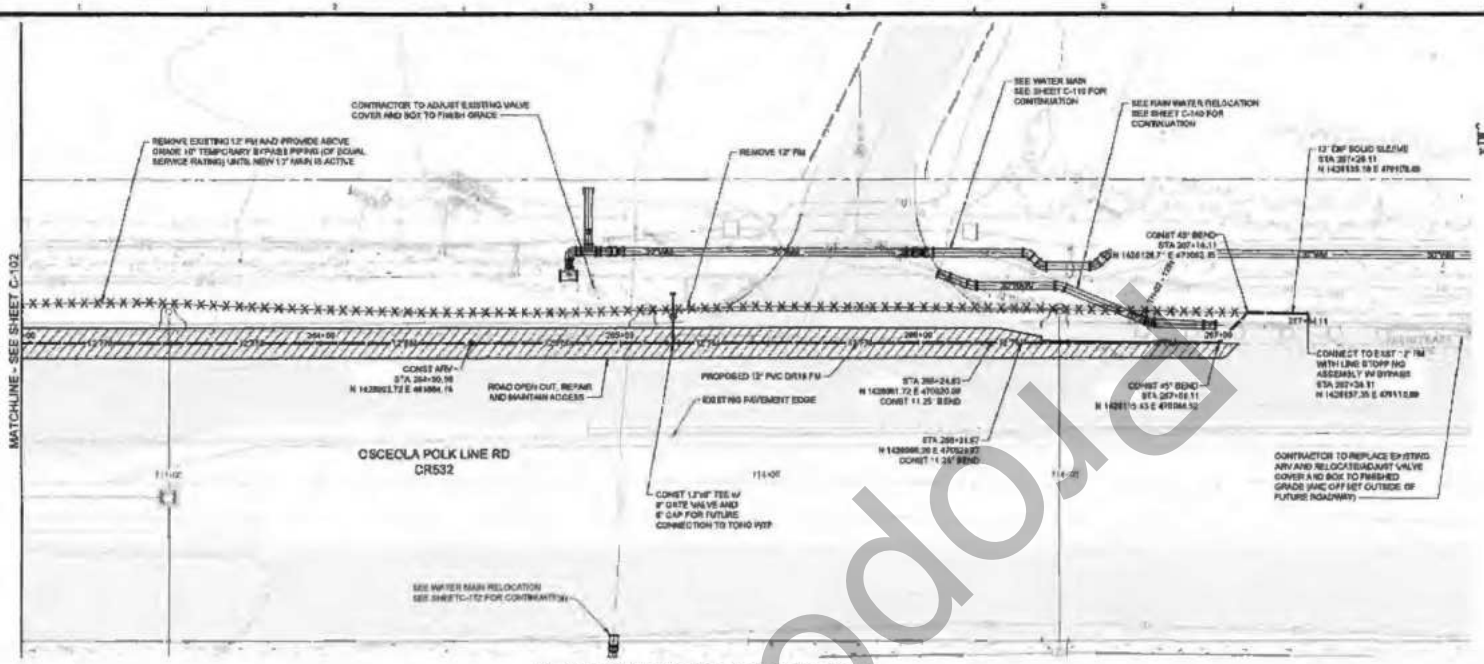
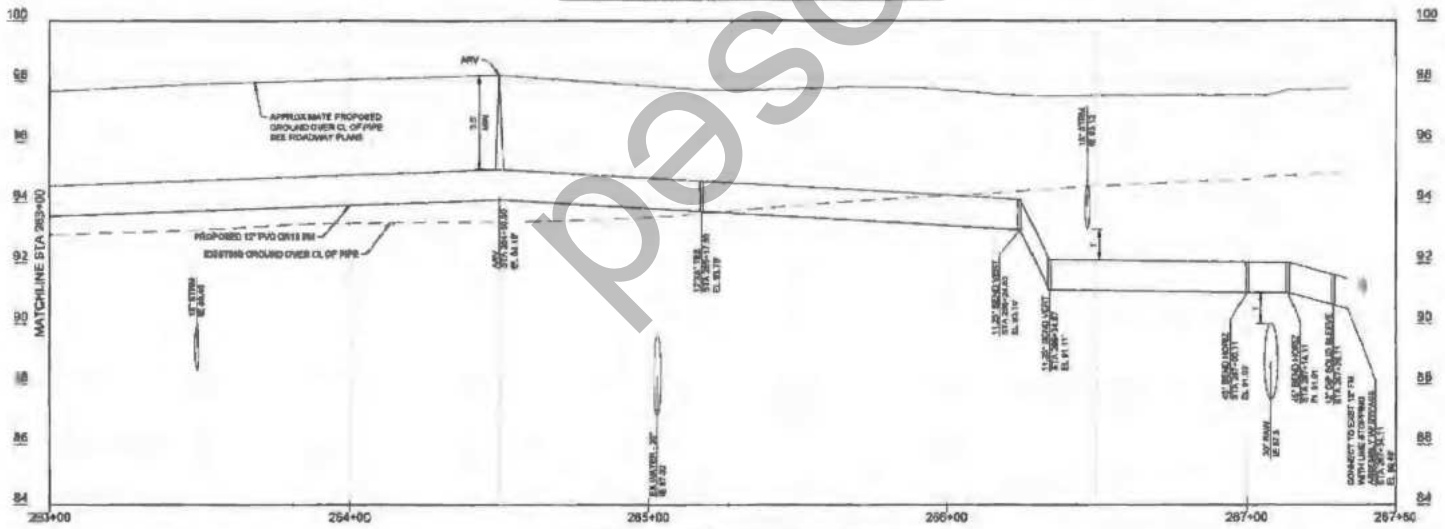


PLAN FORCE MAIN STA 263+00 TO 267+50



PROFILE FORCE MAIN STA 263+00 TO 267+50

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE RESTRAINT WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINED OF THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINEVOP PER TOHO STANDARDS (2005 EDITION).
2. ALL NEW PIPING AND FITTINGS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2005 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATER MAIN, RECLAIMED WATER, RAW WATER AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWN OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCKING FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KRAUSE-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

pesodoja

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P.E. No. 0070008, FL
201 East Pine Street, Suite 1050
Orlando, Florida 32801
Registered Business No. 3425
DATE

100% DESIGN (UPDATED)

NO.	DATE	DESCRIPTION

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FORCE MAIN
STA 263+00 TO 267+50

Project No.	2004wats-20015
Designed By:	J. WALLACE
Drawn By:	B. TAHARAH
Checked By:	J. WALLACE

C-103

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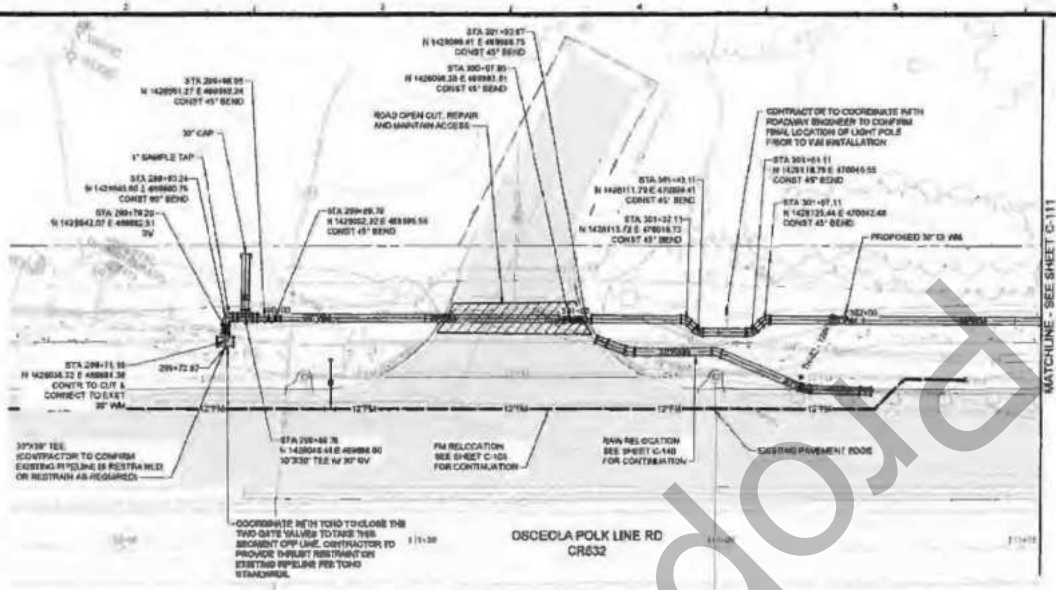
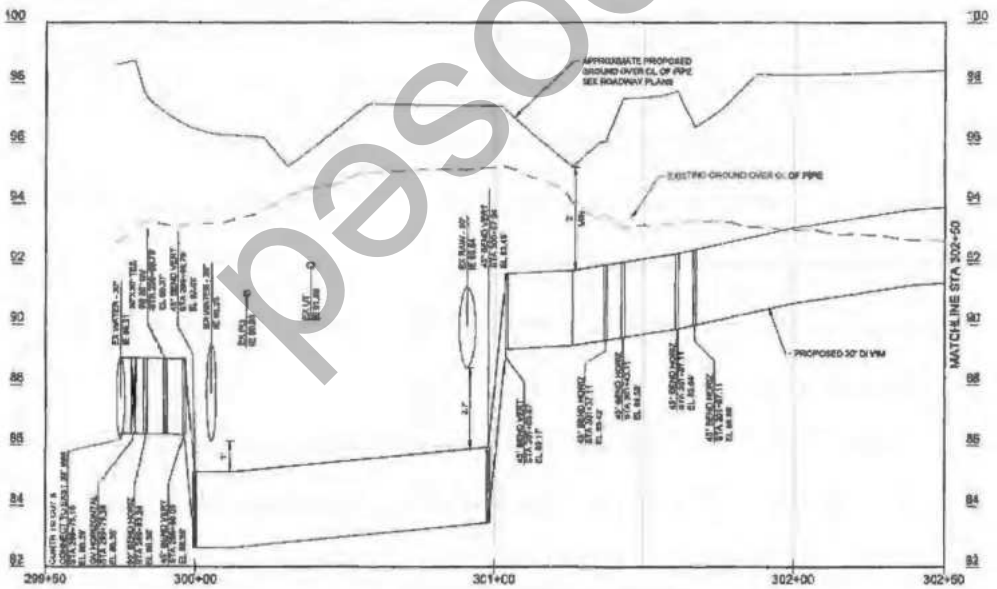


PLAN WATER MAIN STA 299+50 TO 302+50



PROFILE WATER MAIN STA 299+50 TO 302+50

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST BOXING UNDISTURBED FOR DEAD END CONDITIONS OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATER MAIN, RECLAIMED WATER MAIN VALVES AND FORCEMAIN AIR VALVES TO PROPOSED GRADES PER CR 532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINSLEY PARK DRIVE WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

Proposed

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Engineering Business Lic. 2439

DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 299+50 TO 302+50

Project No.	705-65156-23015
Designed By	JWALLACE
Drawn By	BTHOMAS
Checked By	JWALLACE

C-110

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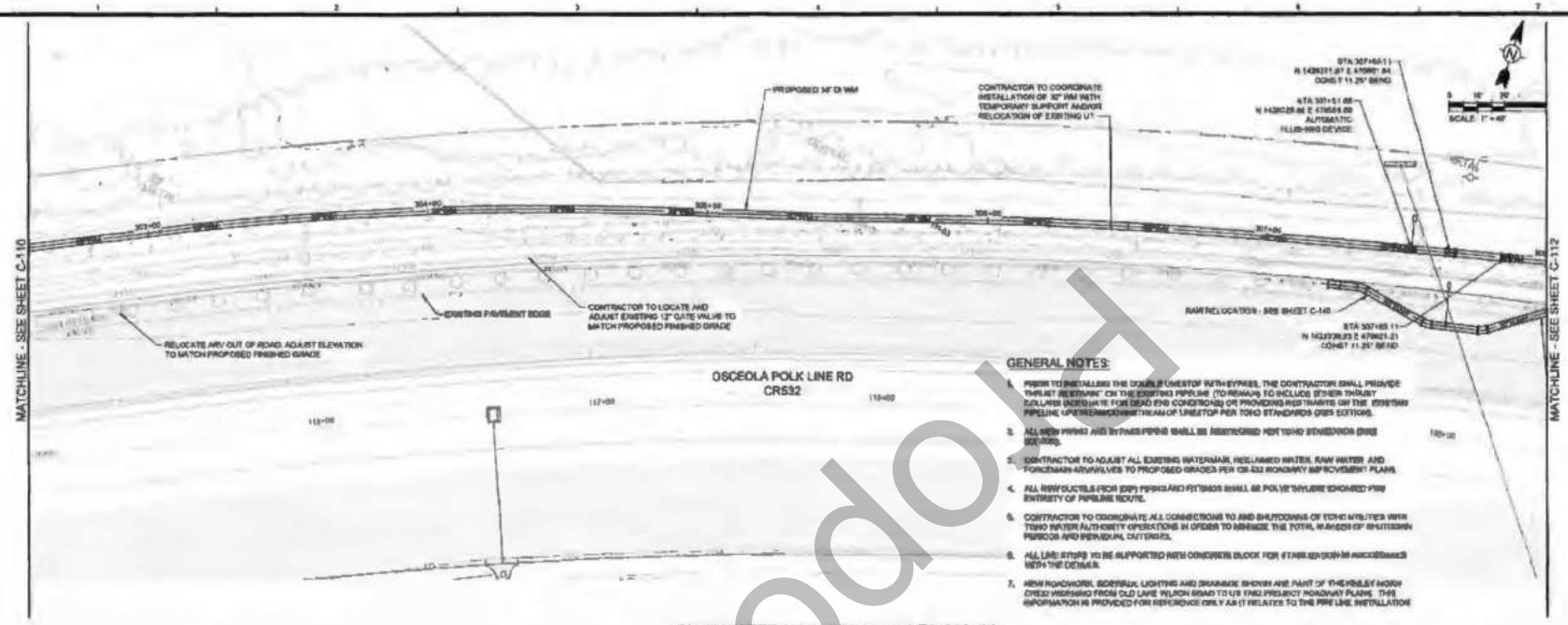
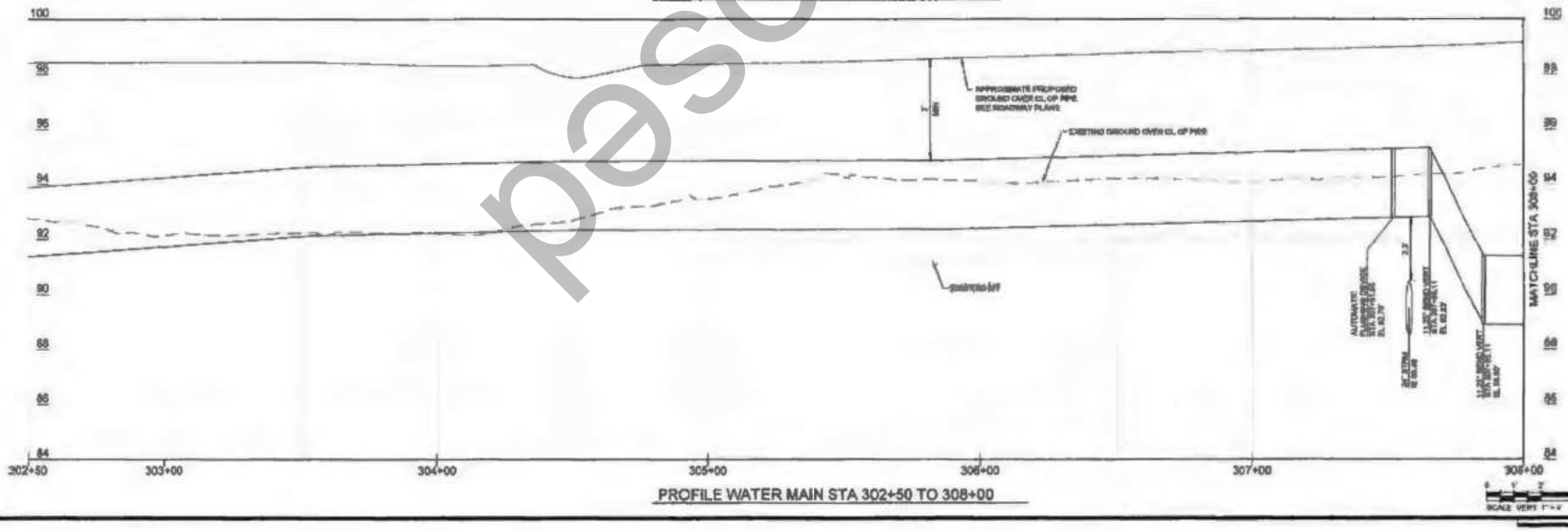


PLAN WATER MAIN STA 302+50 TO 308+00



PROFILE WATER MAIN STA 302+50 TO 308+00

pasodo KH

TETRA TECH

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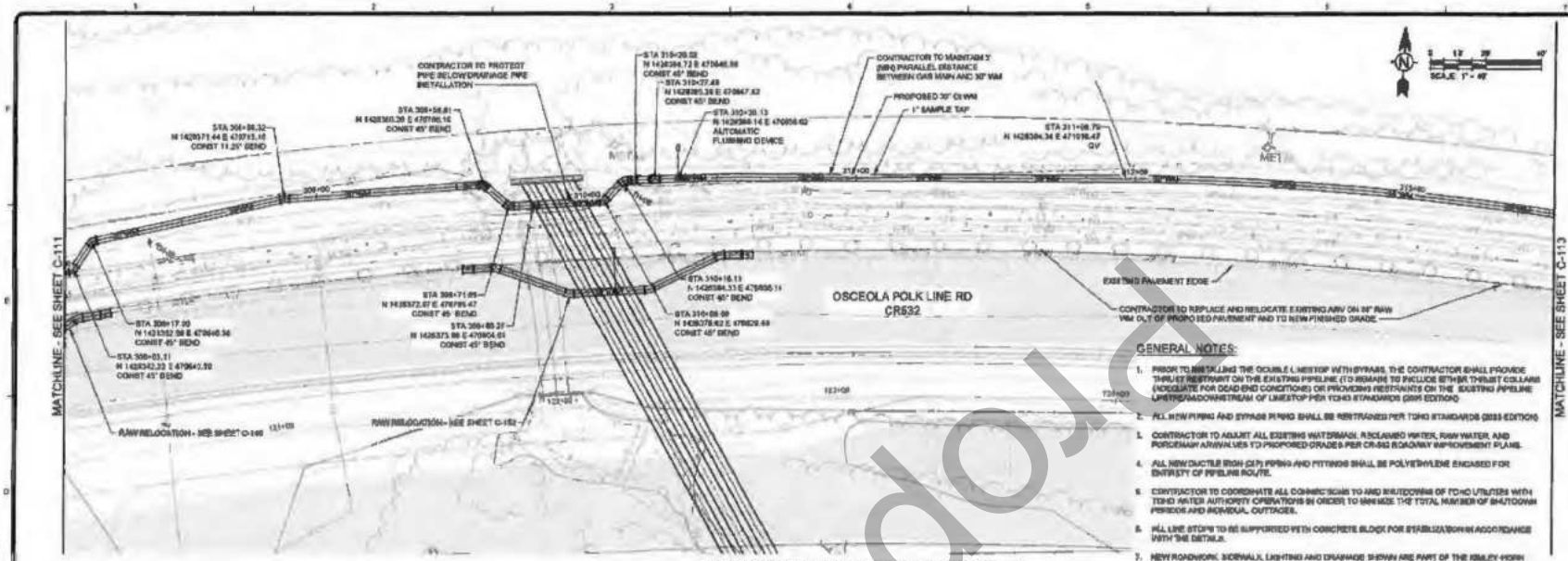
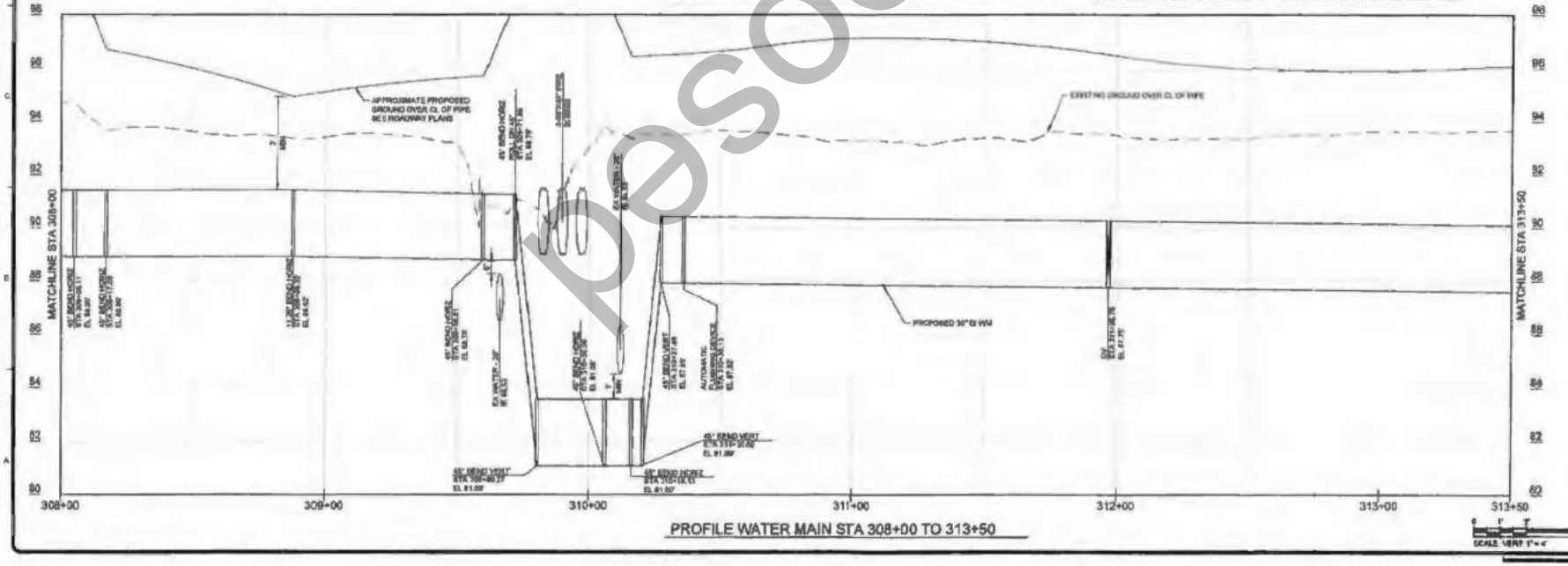
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 302+50 TO 308+00

C-111



PLAN WATER MAIN STA 308+00 TO 313+50



PROFILE WATER MAIN STA 308+00 TO 313+50

TETRA TECH
201 EAST PINE STREET SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3570 FAX: (407) 839-3580

Jimmy J. Wallace, P.E.
P.E. No. 66884 FL
DATE

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 308+00 TO 313+50

Project No. 200-05640-2019
Designed By: J.WALLACE
Drawn By: G.THOMARY
Checked By: J.WALLACE

C-112

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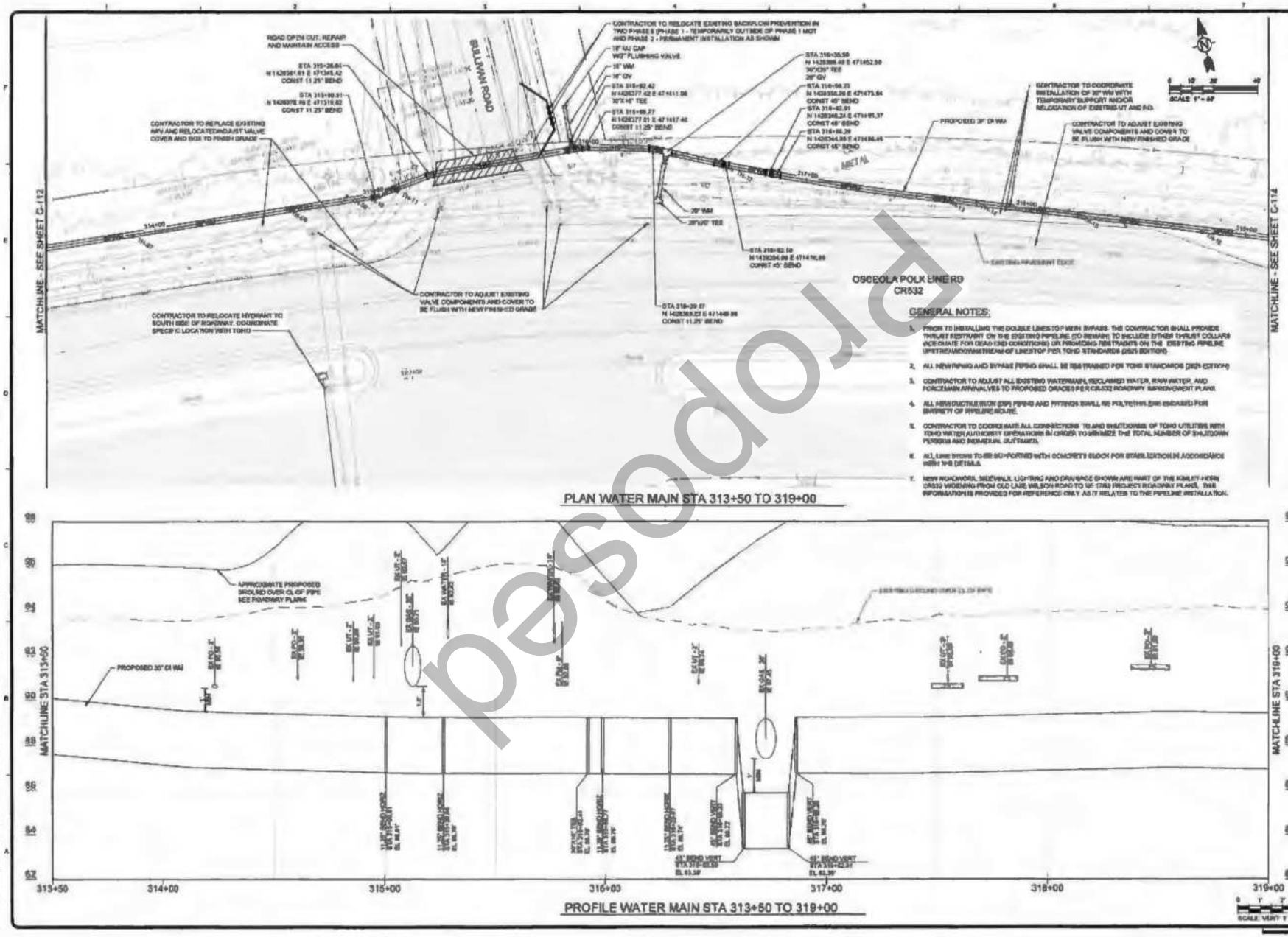
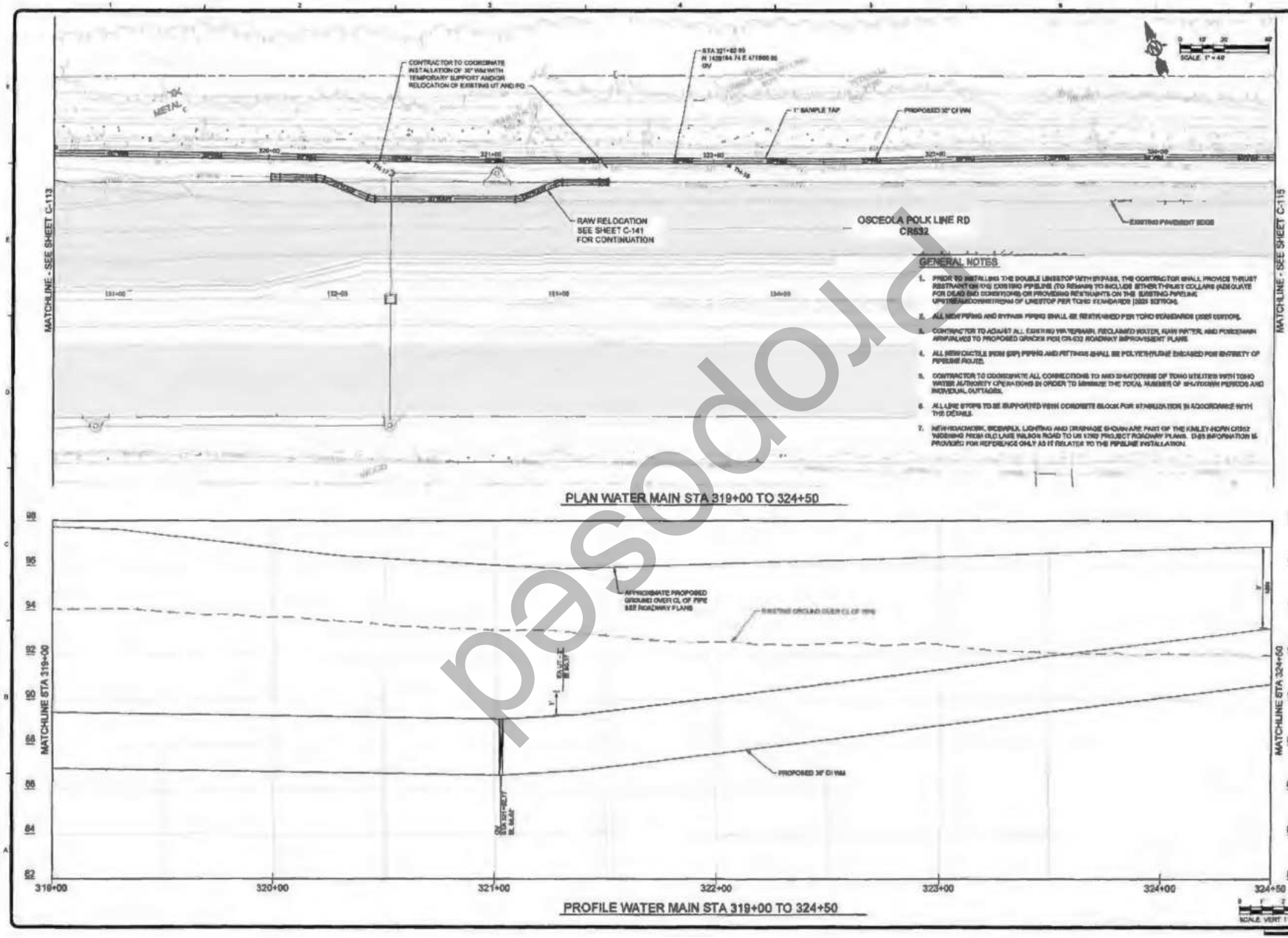
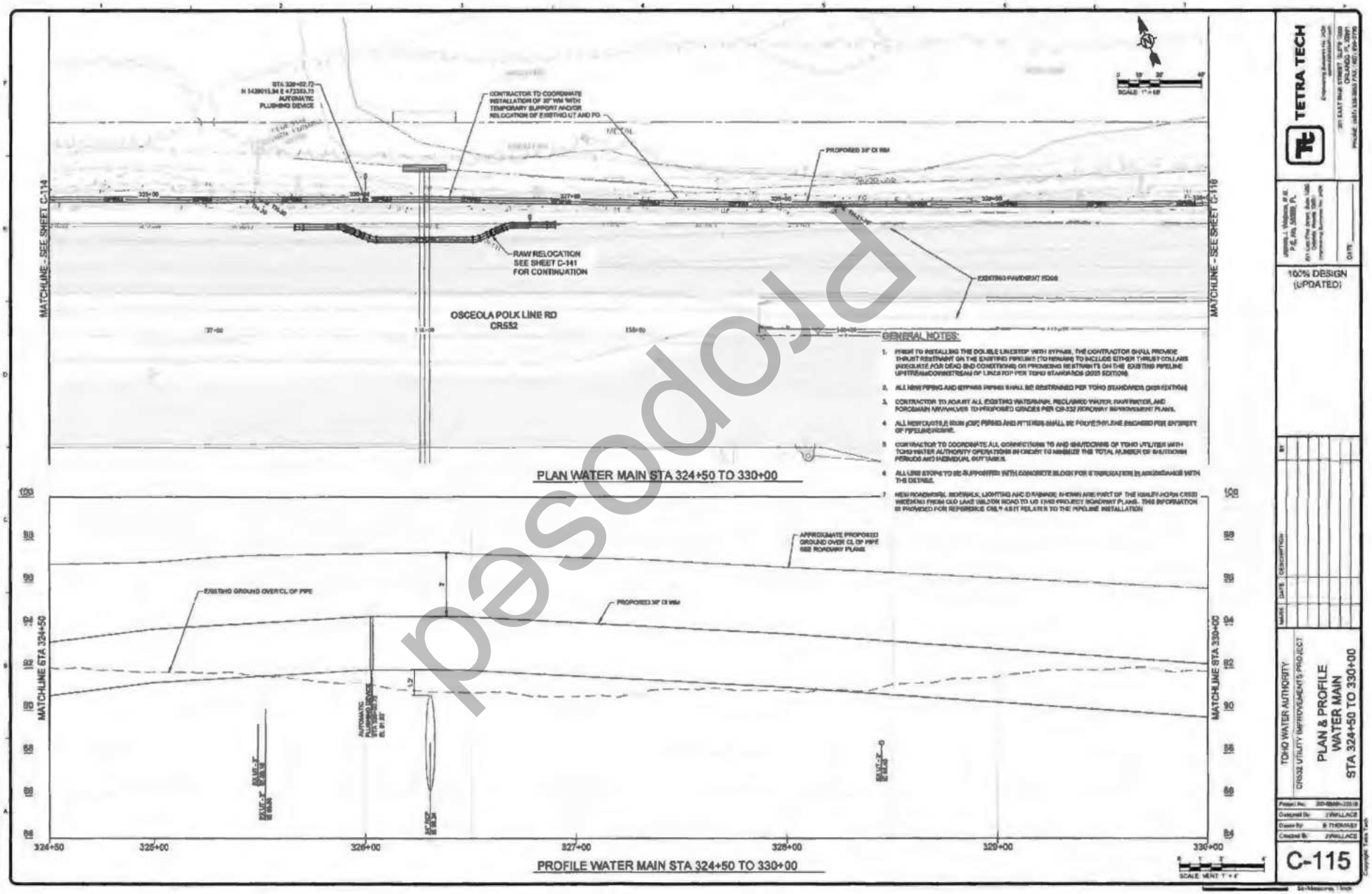
pesodoJd


MATCHLINE - SEE SHEET C-112
MATCHLINE - SEE SHEET C-114
BULLWINKLE ROAD
OSCEOLA POLK LINE RD
CR532
ROAD OPEN CUT, REPAIR AND MAINTAIN ACCESS
CONTRACTOR TO RELOCATE EXISTING BACKFLOW PREVENTION IN TWO PHASES (PHASE 1 - TEMPORARILY OUTSIDE OF PHASE 1 HOT AND PHASE 2 - PERMANENT INSTALLATION AS SHOWN
CONTRACTOR TO REPLACE EXISTING WV AND RELOCATE/ADJUST VALVE COVER AND BOX TO FINISH GRADE
CONTRACTOR TO ADJUST EXISTING VALVE COMPONENTS AND COVER TO BE FLUSH WITH NEW FINISHED GRADE
CONTRACTOR TO RELOCATE HYDRANT TO SOUTH SIDE OF ROADWAY. COORDINATE SPECIFIC LOCATION WITH TOHO
PROPOSED 20" DI WM
CONTRACTOR TO COORDINATE INSTALLATION OF 30" WM WITH TEMPORARY SUPPORT AND/OR RELOCATION OF EXISTING UT AND P/D.
CONTRACTOR TO ADJUST EXISTING VALVE COMPONENTS AND COVER TO BE FLUSH WITH NEW FINISHED GRADE
GENERAL NOTES:
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP MAIN BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION)
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RSB TRAINED PER TOHO STANDARDS (2025 EDITION)
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR INTEGRITY OF PIPELINE/JOINT.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND MUNICIPAL OUTTAKES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KISSIMMEE-HCSN CR532 WIDENING FROM OLD LANE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 313+50 TO 319+00
PROFILE WATER MAIN STA 313+50 TO 319+00
313+50
314+00
315+00
316+00
317+00
318+00
319+00
SCALE: 1" = 40'
SCALE: VERT: 1" = 4'
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
WATER MAIN
STA 313+50 TO 319+00
C-113
Project No.: 200-03604-22019
Designed By: J.WALLACE
Drawn By: B.THOMAS
Checked By: J.WALLACE

Proposed


MATCHLINE - SEE SHEET C-113
MATCHLINE - SEE SHEET C-115
CONTRACTOR TO COORDINATE INSTALLATION OF 30" WM WITH TEMPORARY SUPPORT AND/OR RELOCATION OF EXISTING UT AND PO
STA 321+82.85
N 1439184.74 E 471868.86
1" SAMPLE TAP
PROPOSED 30" DI WM
RAW RELOCATION SEE SHEET C-141 FOR CONTINUATION
OSCEOLA POLK LINE RD
CR532
EXISTING PAVEMENT EDGE
SCALE: 1" = 40'
GENERAL NOTES
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RETAINERS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, MAIN WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 319+00 TO 324+50
MATCHLINE STA 319+00
MATCHLINE STA 324+50
APPROXIMATE PROPOSED GROUND OVER CL OF PIPE SEE ROADWAY PLANS
EXISTING GROUND OVER CL OF WM
PROPOSED 30" DI WM
319+00
320+00
321+00
322+00
323+00
324+00
324+50
SCALE: VERT 1" = 4'
PROFILE WATER MAIN STA 319+00 TO 324+50
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE WATER MAIN STA 319+00 TO 324+50
Project No. 750-48488-23016
Designed By: J.WALLACE
Drawn By: B.THOMAS
Checked By: J.WALLACE
C-114

pasodoj.d



pasodoro

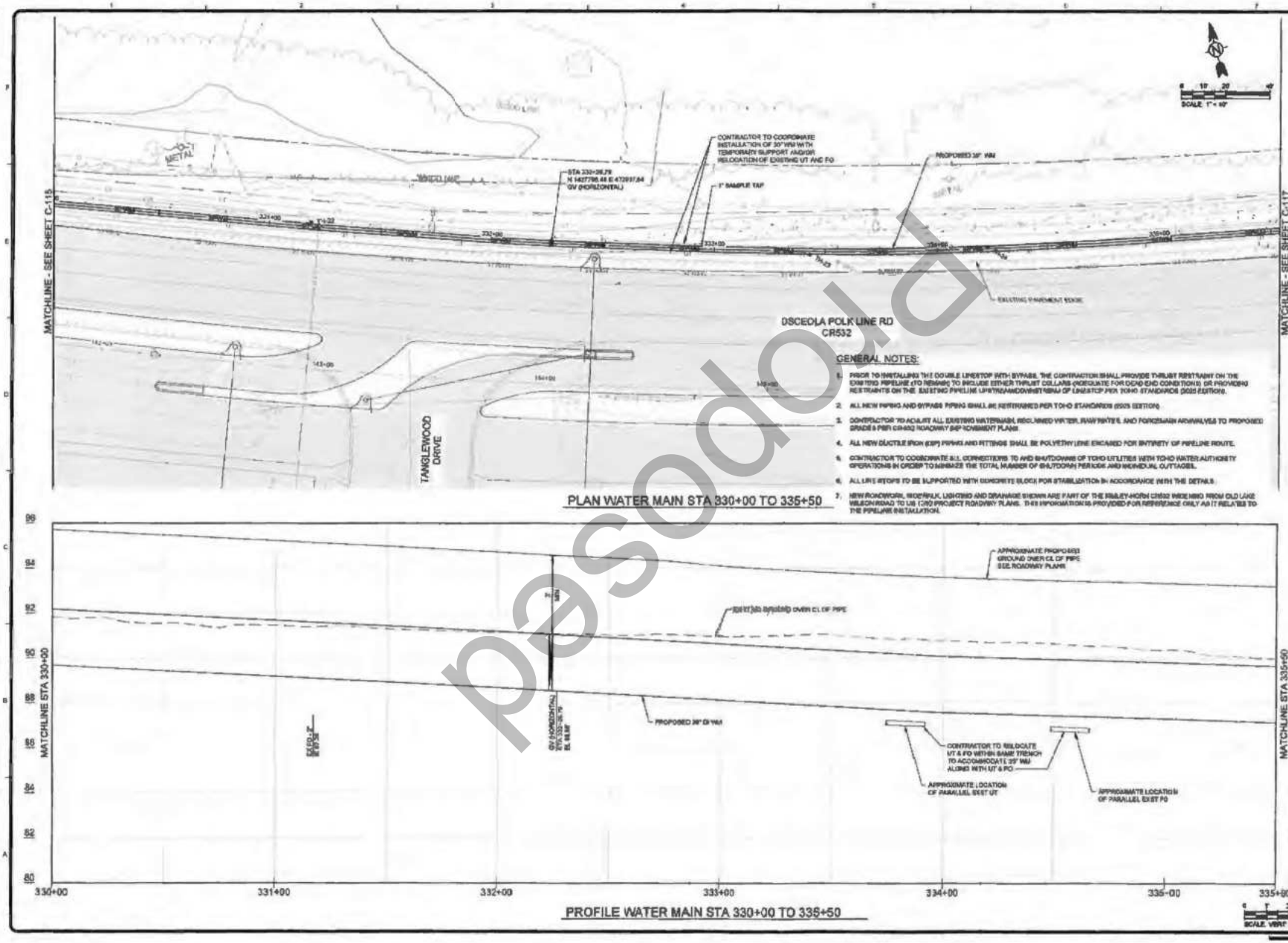
TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 324+50 TO 330+00

C-115



TETRA TECH
201 EAST PINE STREET, SUITE 1500
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3799

Jason J. Wallace, P.E.
P.E. No. 69886, FL
DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 330+00 TO 335+50

Project No: 360-06418-22019
Designed By: JWALLACE
Drawn By: STHOMAS1
Checked By: JWALLACE

C-116

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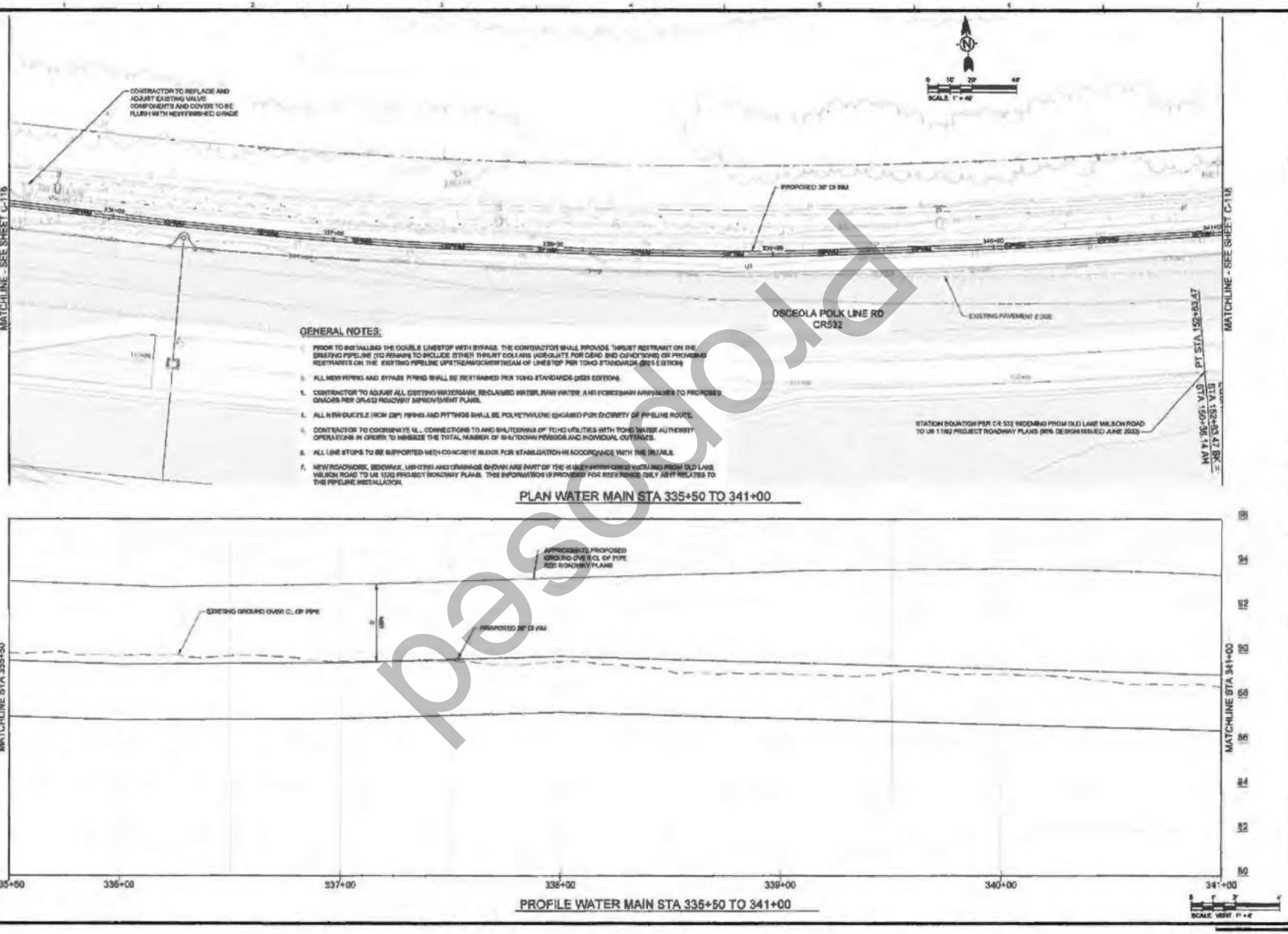
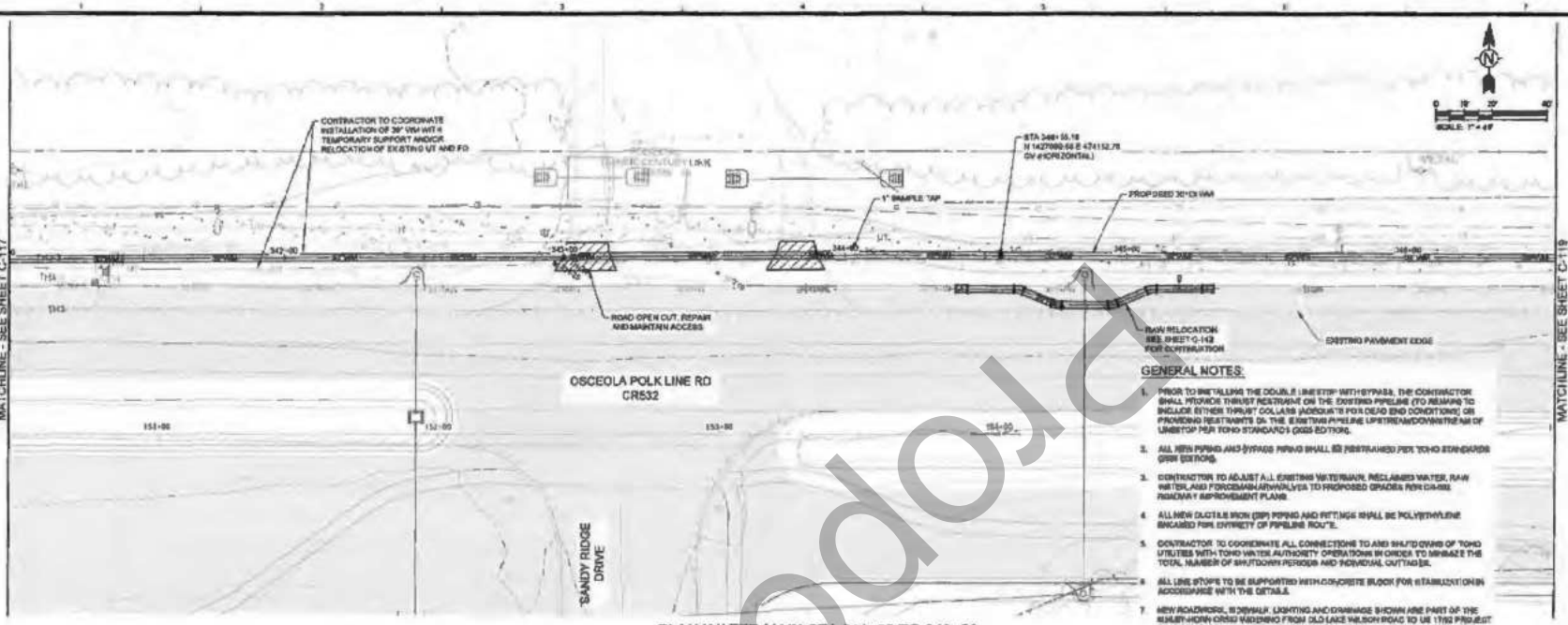
pasodoble


CONTRACTOR TO REPLACE AND ADJUST EXISTING VALVE COMPONENTS AND COVER TO BE FLUSH WITH NEW FINISHED GRADE
PROPOSED 30" DI WM
OSCEOLA POLK LINE RD
CR532
EXISTING PAVEMENT EDGE
MATCHLINE - SEE SHEET C-116
MATCHLINE - SEE SHEET C-118
PT STA 152+83.47
STA 150+36.14 AH
STATION EQUATION PER CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS (95% DESIGN ISSUED JUNE 2022)
SCALE: 1" = 40'
GENERAL NOTES:
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDE RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2023 EDITION)
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION)
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR 532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, UNDERDRAIN AND DRAINAGE SHOWN ARE PART OF THE HARLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AND RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 335+50 TO 341+00
APPROXIMATE PROPOSED GROUND OVER E.O.L. OF PIPE PER ROADWAY PLANS
EXISTING GROUND OVER C. OF PIPE
PROPOSED 30" DI WM
MATCHLINE STA 335+50
MATCHLINE STA 341+00
335+50
336+00
337+00
338+00
339+00
340+00
341+00
PROFILE WATER MAIN STA 335+50 TO 341+00
SCALE: HORZ 1" = 40' VERT 1" = 4'
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
WATER MAIN
STA 335+50 TO 341+00
C-117

pasoprod



proposed

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 341+00 TO 346+50

Project No. 185-05488-23016
Designed By: J.WALLACE
Drawn By: S.THOMARY
Checked By: J.WALLACE

C-118

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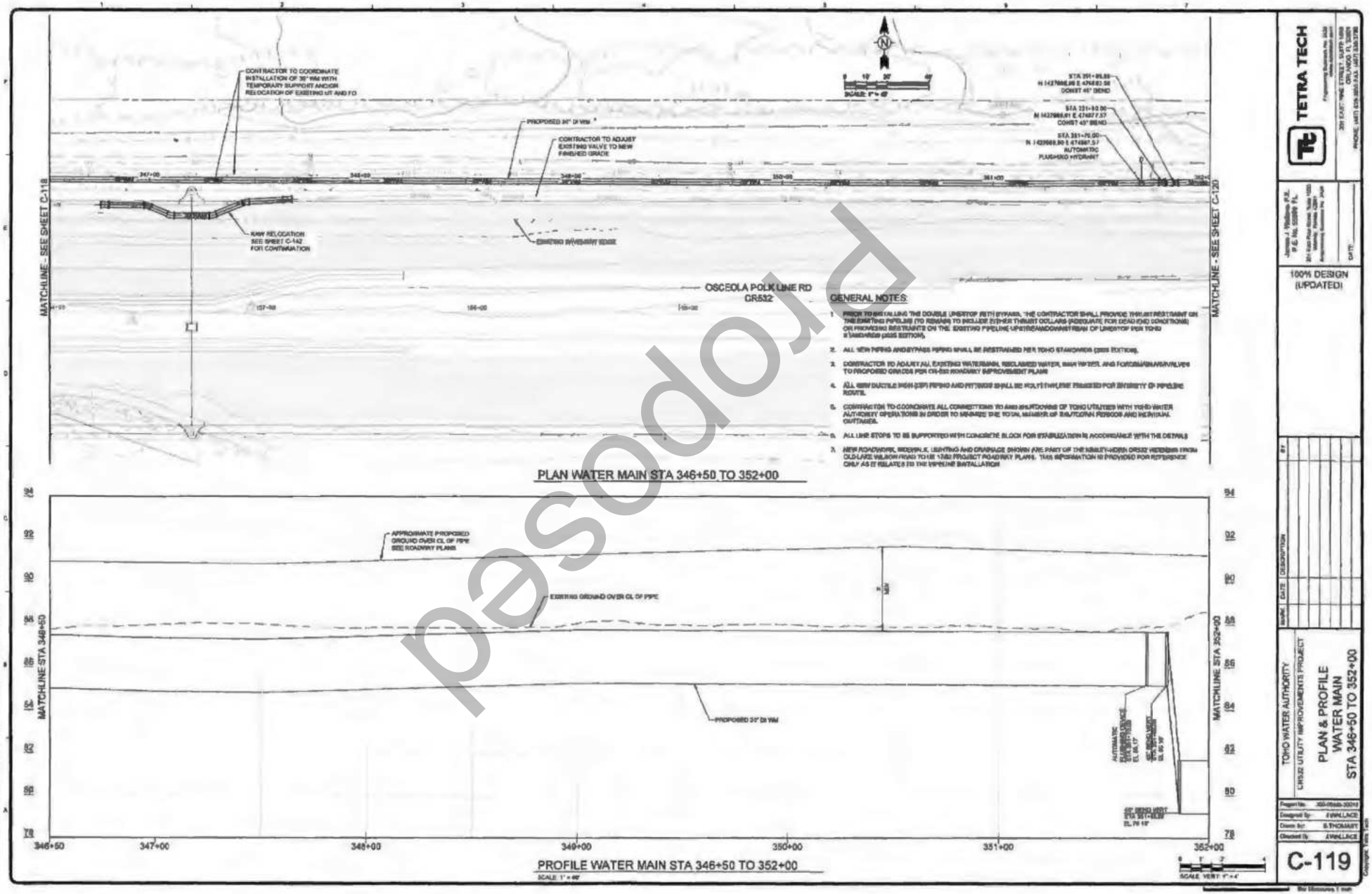
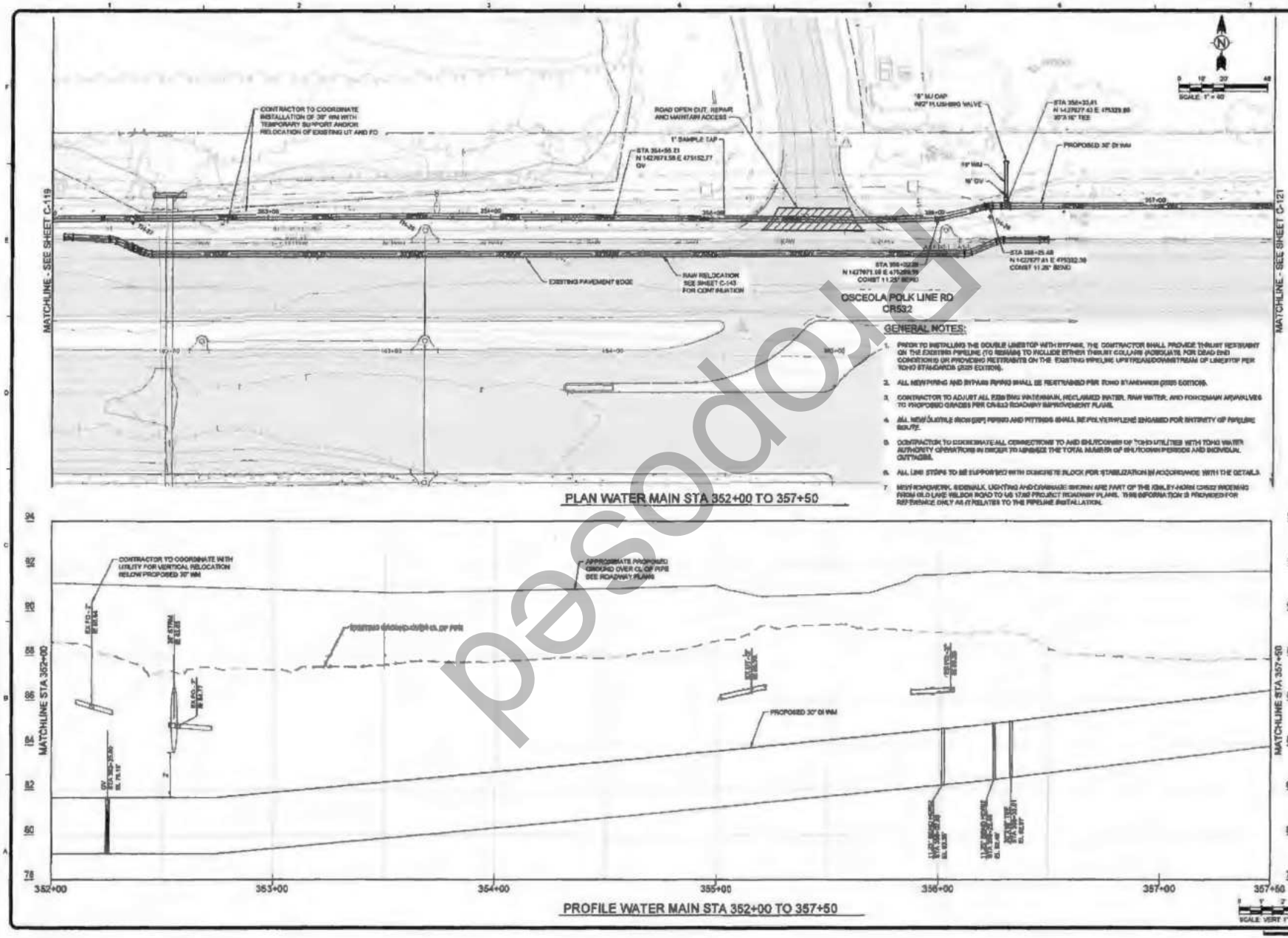

MATCHLINE - SEE SHEET C-118
MATCHLINE - SEE SHEET C-120
CONTRACTOR TO COORDINATE INSTALLATION OF 30" WM WITH TEMPORARY SUPPORT AND/OR RELOCATION OF EXISTING UT AND FO
PROPOSED 30" DI WM
CONTRACTOR TO ADJUST EXISTING VALVE TO NEW FINISHED GRADE
KMW RELOCATION SEE SHEET C-142 FOR CONTINUATION
EXISTING SHREDWAY EDGE
OSCEOLA POLK LINE RD
CR532
STA 351+85.89
N 1427666.06 E 474482.58
CONST 45° BEND
STA 351+92.06
N 1427988.91 E 474477.57
CONST 45° BEND
STA 351+70.00
N 1427868.80 E 474887.57
AUTOMATIC FLUSHING HYDRANT
GENERAL NOTES:
1. PRIOR TO INSTALLING THE DOUBLE UNISTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF UNISTOP PER TOHO STANDARDS (2005 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2005 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, MAIN METERS, AND FORCEMAIN MANHOLES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR INTEGRITY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS
7. NEW ROADWORK, MEDIAN, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINGLY-HORN CROSS HEDRONS FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE WATERLINE INSTALLATION
PLAN WATER MAIN STA 346+50 TO 352+00
SCALE: 1" = 40'
APPROXIMATE PROPOSED GROUND OVER CL OF PIPE SEE ROADWAY PLANS
EXISTING GROUND OVER CL OF PIPE
PROPOSED 30" DI WM
AUTOMATIC FLUSHING HYDRANT EL 84.13'
24" REPLACEMENT STA 351+85.89 EL 79.19'
24" REPLACEMENT STA 351+92.06 EL 79.19'
MATCHLINE STA 346+50
MATCHLINE STA 352+00
346+50
347+00
348+00
349+00
350+00
351+00
352+00
PROFILE WATER MAIN STA 346+50 TO 352+00
SCALE: VERT: 1" = 4'
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
LINGLE UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
WATER MAIN
STA 346+50 TO 352+00
Project No. 200-05669-20010
Designed By: EWALLACE
Drawn By: S.THOMART
Checked By: EWALLACE
C-119
Copyright 2024 Tetra Tech
Bar Measures 1 Inch
PROPOSED


MATCHLINE - SEE SHEET C-119
MATCHLINE - SEE SHEET C-121
CONTRACTOR TO COORDINATE INSTALLATION OF 30" WM WITH TEMPORARY SUPPORT AND/OR RELOCATION OF EXISTING UT AND FO
ROAD OPEN CUT. REPAIR AND MAINTAIN ACCESS
1" SAMPLE TAP
STA 354+55.23
N 1427673.58 E 475152.77
GV
8" MJ CAP INCL FLUSHING VALVE
STA 356+33.61
N 1427677.43 E 475329.89
30"X16" TEE
PROPOSED 30" DI WM
16" WM
16" GV
SCALE: 1" = 40'
EXISTING PAVEMENT EDGE
RAW RELOCATION SEE SHEET C-143 FOR CONTINUATION
STA 358+25.68
N 1427677.81 E 475332.38
CONST 11.25° BEND
OSCEOLA POLK LINE RD
CR532
GENERAL NOTES:
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2020 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2020 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN AIR/VALVES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE INSTALL.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWN OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATORS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. MEDIAN, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 352+00 TO 357+50
MATCHLINE STA 352+00
MATCHLINE STA 357+50
CONTRACTOR TO COORDINATE WITH UTILITY FOR VERTICAL RELOCATION BELOW PROPOSED 30" WM
APPROXIMATE PROPOSED GROUND OVER CL OF PIPE SEE ROADWAY PLANS
EXISTING GROUND OVER CL OF PIPE
PROPOSED 30" DI WM
352+00
353+00
354+00
355+00
356+00
357+00
357+50
SCALE: VERT 1"=4'
PROFILE WATER MAIN STA 352+00 TO 357+50
TETRA TECH
391 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE (407) 839-3900 FAX (407) 839-3795
100% DESIGN (UPDATED)
MARK
DATE
DESCRIPTION
BY
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
WATER MAIN
STA 352+00 TO 357+50
Project No: 392-19449-23018
Designed By: J.WALLACE
Drawn By: G.THOMASY
Checked By: J.WALLACE
C-120
Be Measurable 1 Inch
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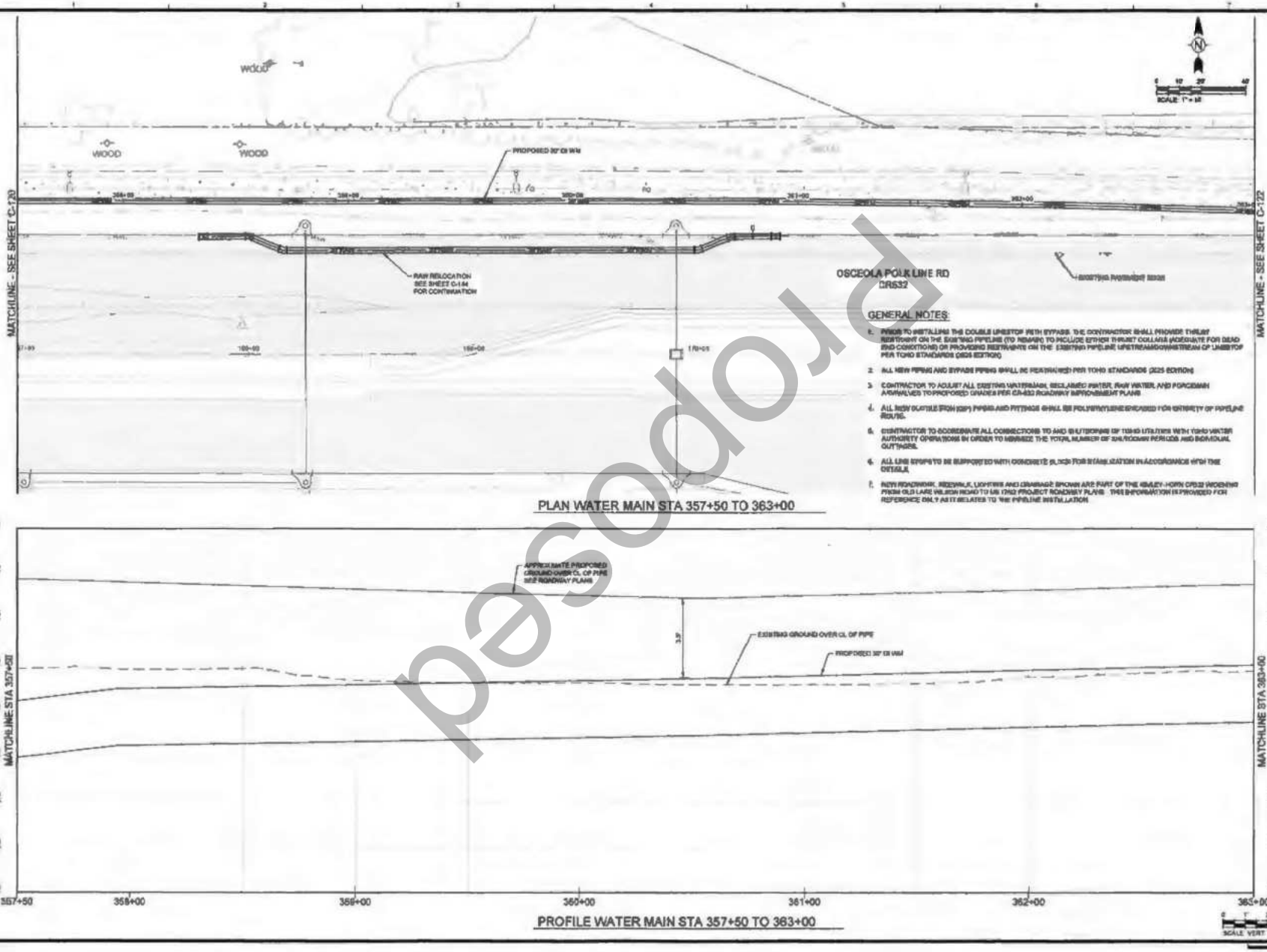
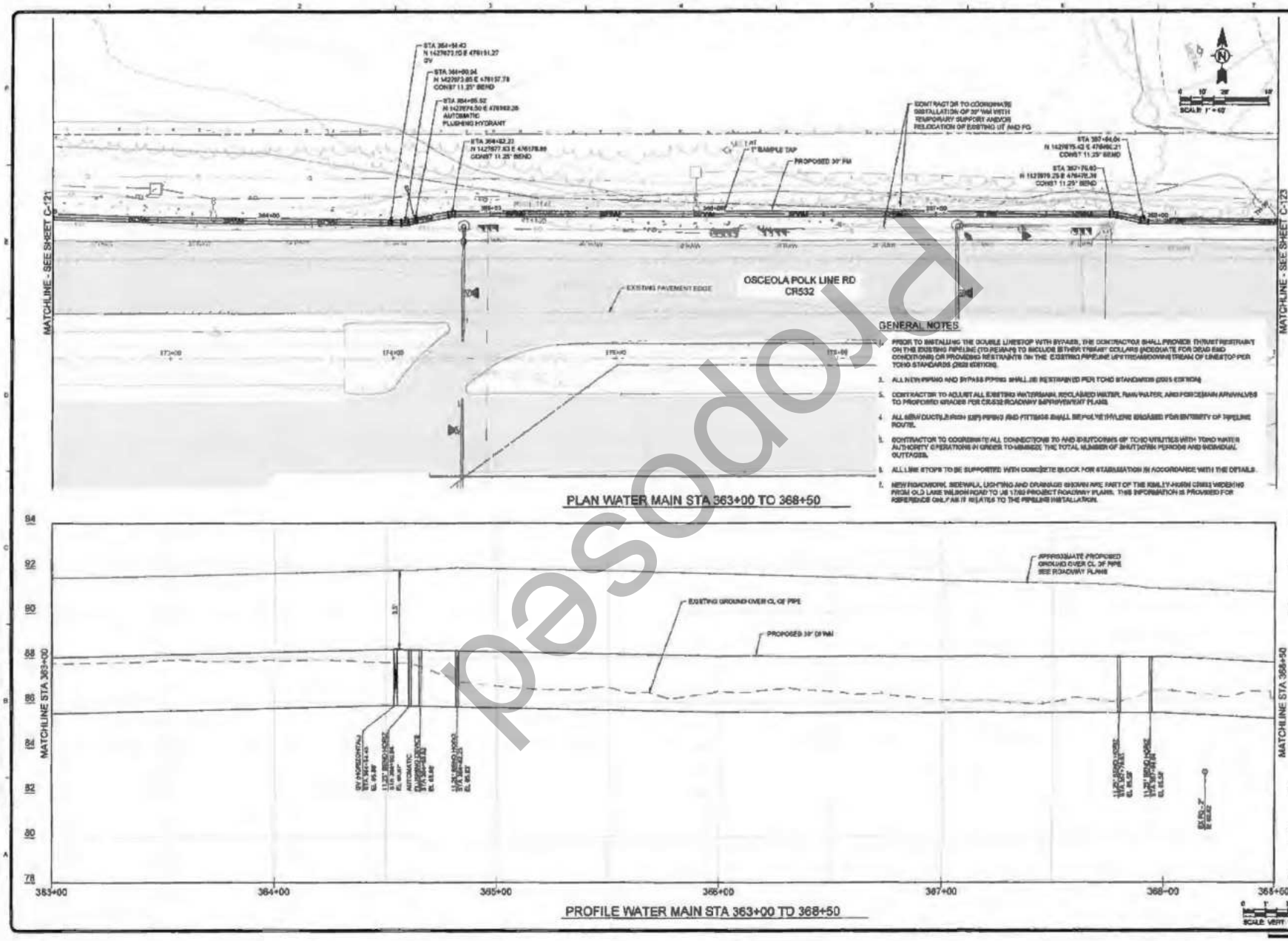
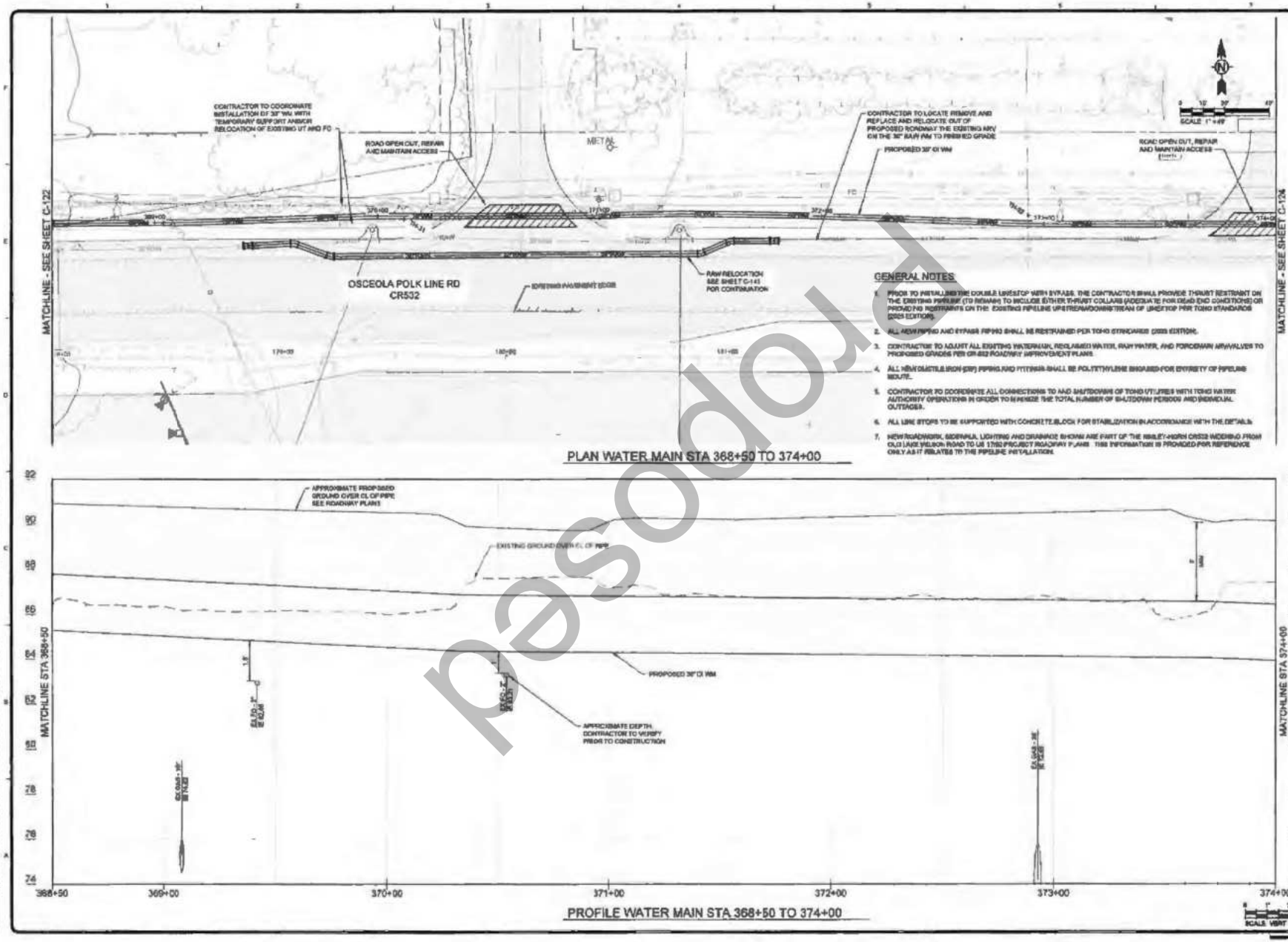
pasodoj


WOOD
WOOD
WOOD
PROPOSED 30" DI WM
RAW RELOCATION
SEE SHEET C-144
FOR CONTINUATION
OSCEOLA POLK LINE RD
CR532
EXISTING PAVEMENT EDGE
MATCHLINE - SEE SHEET C-120
MATCHLINE - SEE SHEET C-122
GENERAL NOTES
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN MANHOLES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE RUNS.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND DURATION OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. ALL ROADWAY, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE ASHLEY HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 357+50 TO 363+00
APPROXIMATE PROPOSED GROUND OVER CL OF PIPE SEE ROADWAY PLANS
EXISTING GROUND OVER CL OF PIPE
PROPOSED 30" DI WM
3.5'
MATCHLINE STA 357+50
MATCHLINE STA 363+00
357+50
358+00
359+00
360+00
361+00
362+00
363+00
PROFILE WATER MAIN STA 357+50 TO 363+00
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
WATER MAIN
STA 357+50 TO 363+00
C-121

pasodoro


MATCHLINE - SEE SHEET C-121
MATCHLINE - SEE SHEET C-123
OSCEOLA POLK LINE RD
CR532
EXISTING PAVEMENT EDGE
1" SAMPLE TAP
PROPOSED 30" FM
CONTRACTOR TO COORDINATE INSTALLATION OF 30" FM WITH TEMPORARY SUPPORT AND/OR RELOCATION OF EXISTING UT AND FG
STA 364+94.43
N 1427972.10 E 478191.27
GV
STA 364+80.94
N 1427973.85 E 478157.78
CONST 11.25° BEND
STA 364+65.52
N 1427974.50 E 478068.26
AUTOMATIC FLUSHING HYDRANT
STA 364+42.23
N 1427977.83 E 478178.89
CONST 11.25° BEND
STA 367+64.04
N 1427975.42 E 478496.21
CONST 11.25° BEND
STA 367+76.82
N 1427979.25 E 478476.39
CONST 11.25° BEND
SCALE: 1" = 40'
GENERAL NOTES
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITION) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2022 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2022 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES FOR CR532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW RAMCHORPE, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
PLAN WATER MAIN STA 363+00 TO 368+50
APPROXIMATE PROPOSED GROUND OVER CL OF PIPE SEE ROADWAY PLANS
EXISTING GROUND OVER CL OF PIPE
PROPOSED 30" DI FM
MATCHLINE STA 363+00
MATCHLINE STA 368+50
363+00
364+00
365+00
366+00
367+00
368+00
369+50
SCALE: VERT. 1"=4'
PROFILE WATER MAIN STA 363+00 TO 368+50
TETRA TECH
100% DESIGN (UPDATED)
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE WATER MAIN STA 363+00 TO 368+50
Project No: 200NWA207918
Designed By: JWALLACE
Drawn By: B.THOMAS1
Checked By: JWALLACE
C-122

proposed



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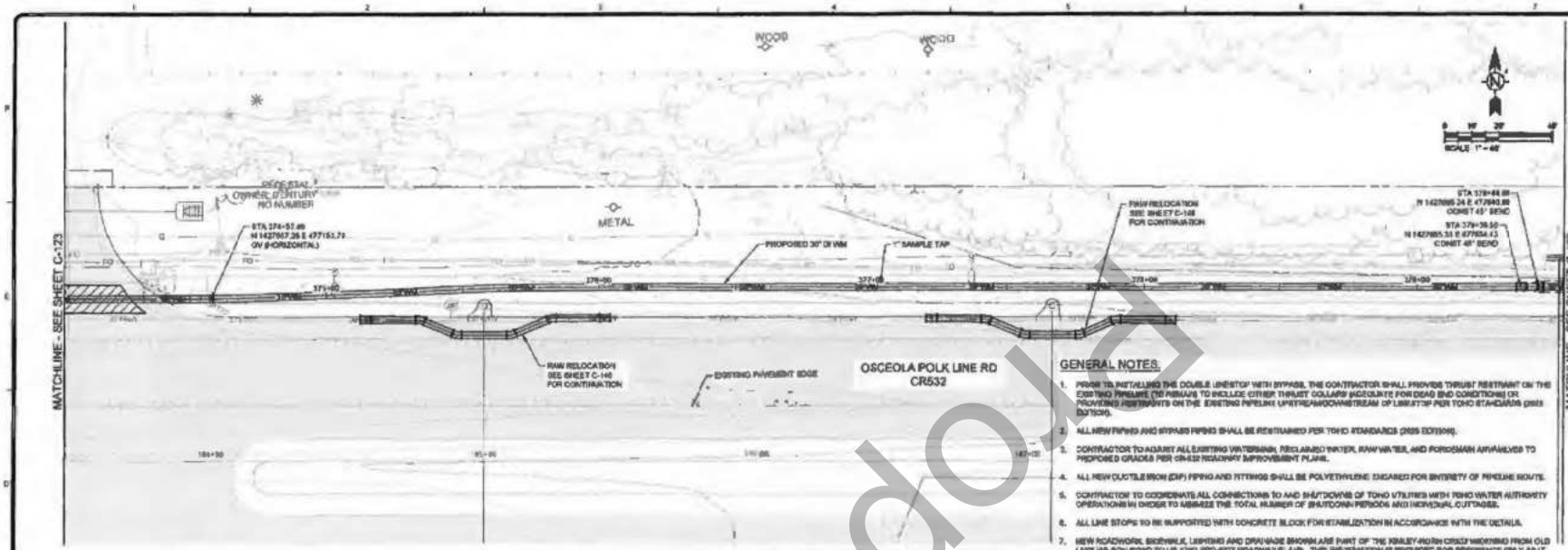
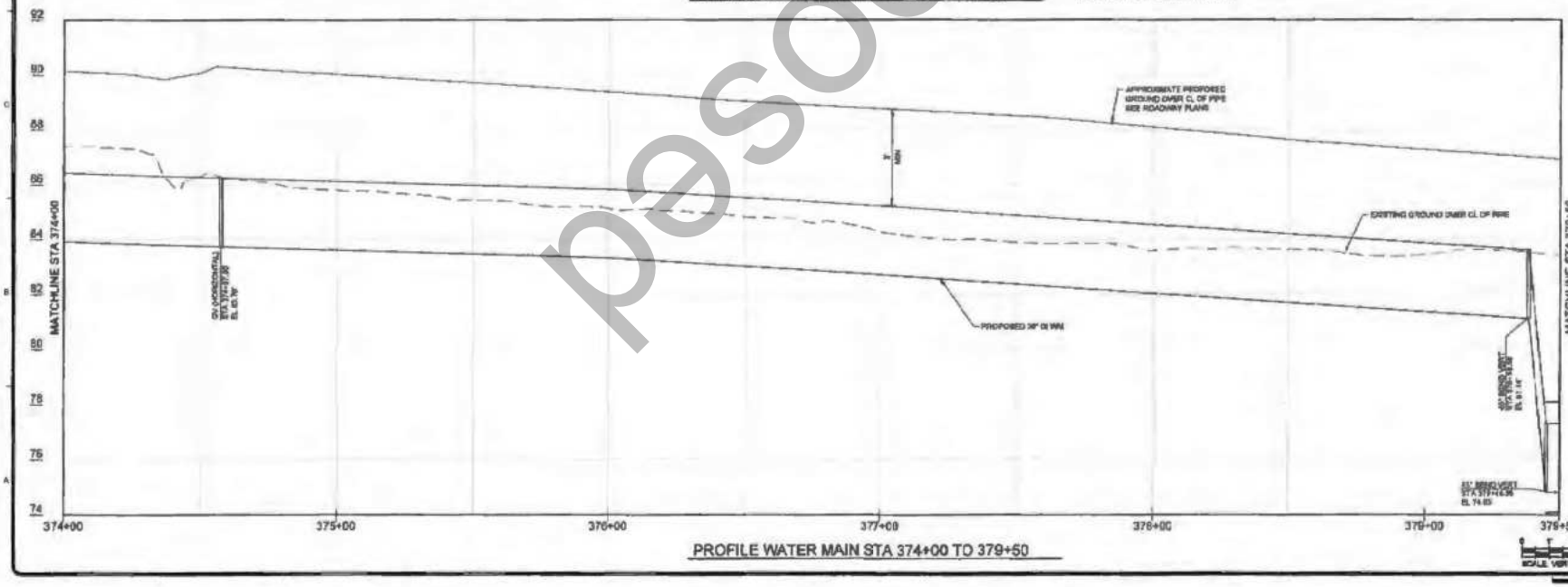
Proposed



PLAN WATER MAIN STA 374+00 TO 379+50

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO INCLUDE OTHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINLEY-ROEN CROSS WORKING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.



PROFILE WATER MAIN STA 374+00 TO 379+50

pasodot

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301 East Pine Street Suite 1000
Orlando, FL 32801
Engineering Business No. 3129

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

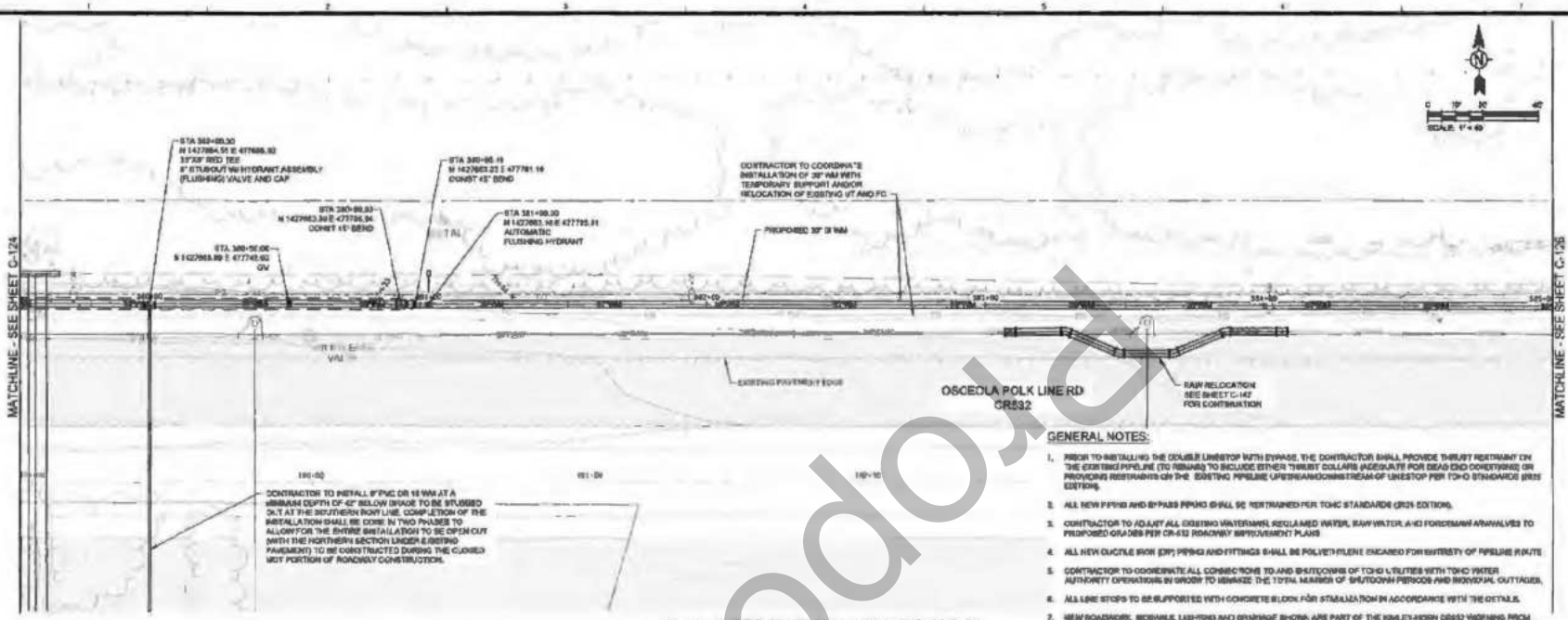
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 374+00 TO 379+50

Project No.	XXX-XXXX-XXXX
Designed By	JWALLACE
Drawn By	B THONASY
Checked By	JWALLACE

C-124

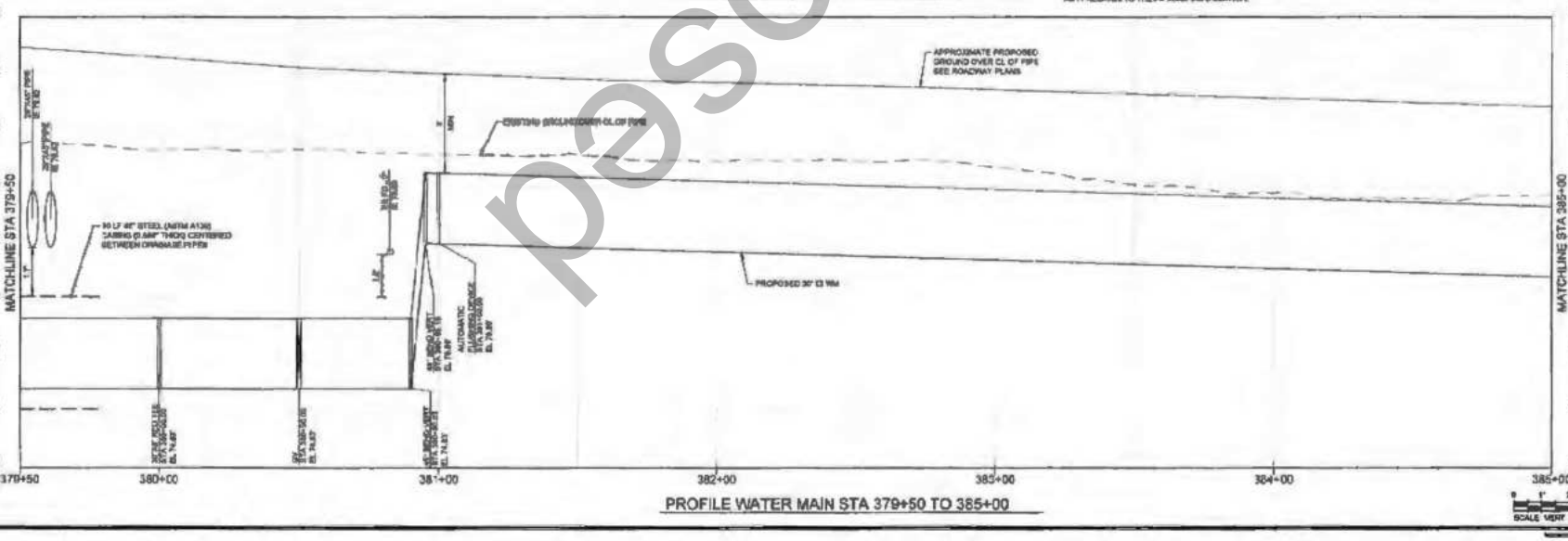
Do Not Scale Drawing



PLAN WATER MAIN STA 379+50 TO 385+00

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2024 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2024 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, REGULATED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.



PROFILE WATER MAIN STA 379+50 TO 385+00

pesodoyd

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JAMES J. WALLACE, P.E.
P.E. No. 35596
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 1484
DATE

100% DESIGN (UPDATED)

NO.	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 379+50 TO 385+00

Project No.	230-05488-23019
Designed By	J.P.WALLACE
Drawn By	B.THORNTRY
Checked By	J.WALLACE

C-125

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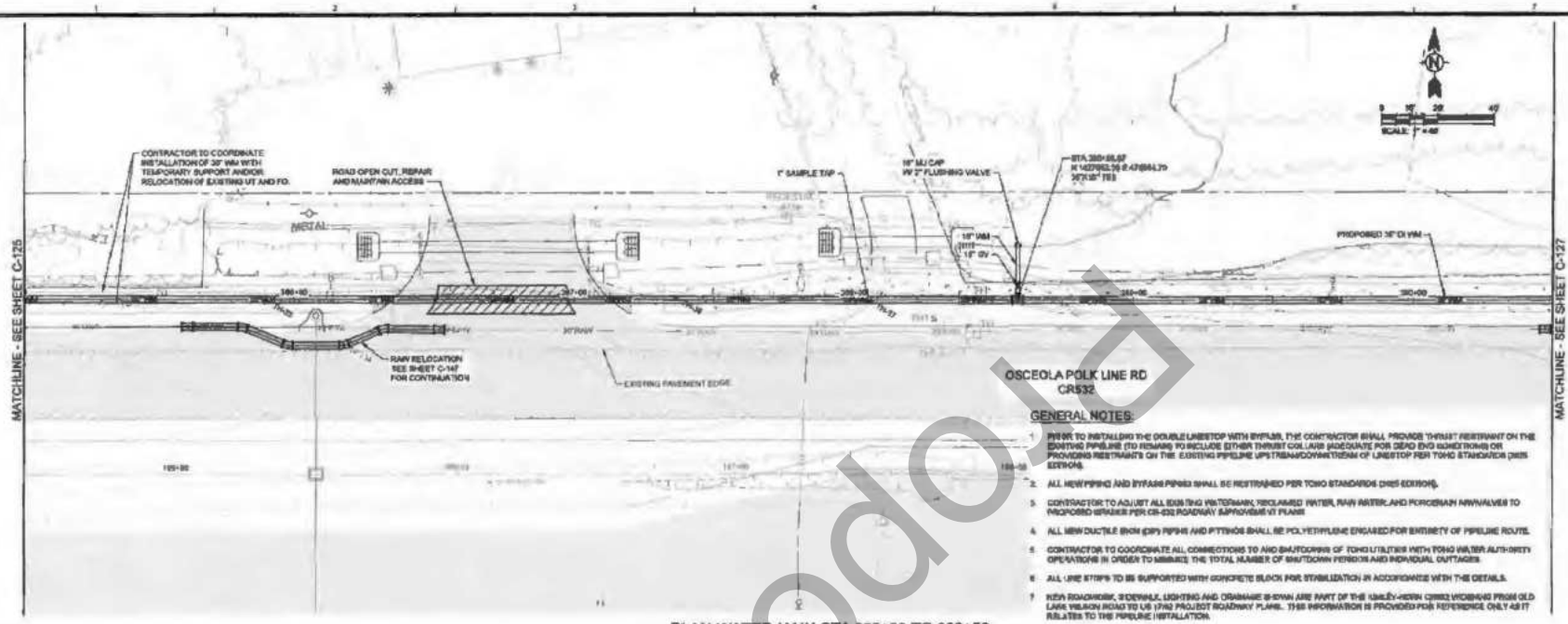
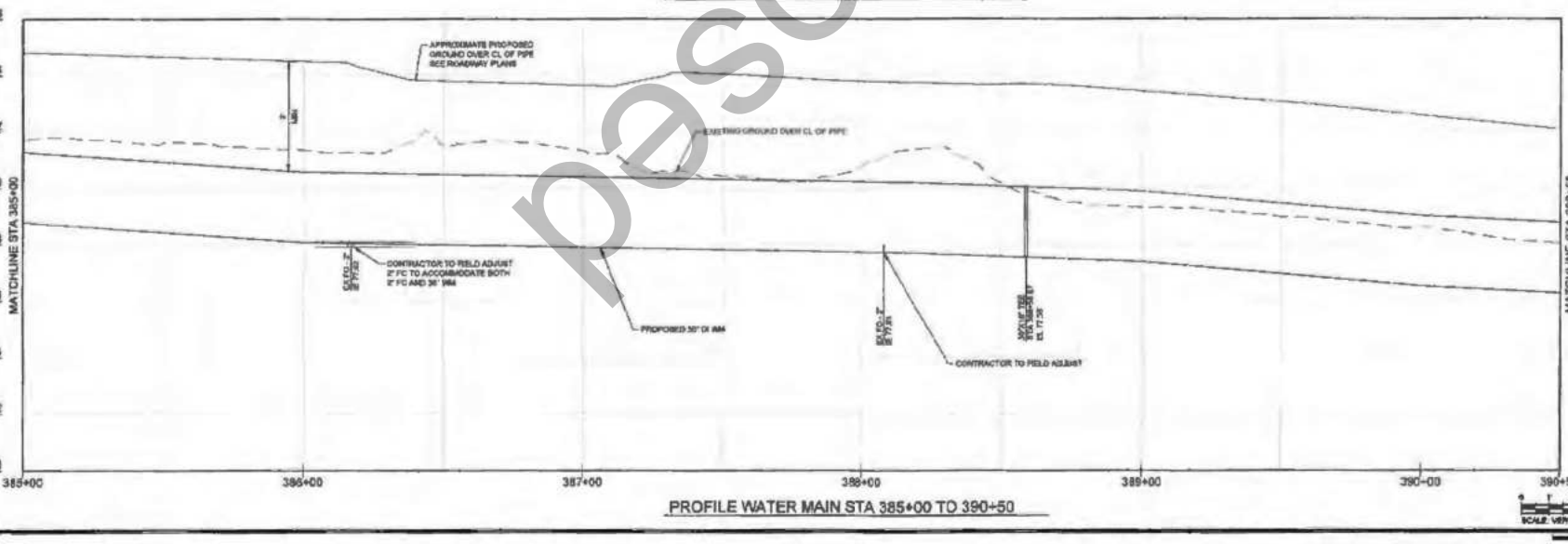


PLAN WATER MAIN STA 385+00 TO 390+50



PROFILE WATER MAIN STA 385+00 TO 390+50

pesodoJ

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James J. Wallace, P.E.
P.E. No. 68881, FL
301 East Pine Street, Suite 1000
Orlando, FL 32801
Engineering Business No. 3429
DATE:

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

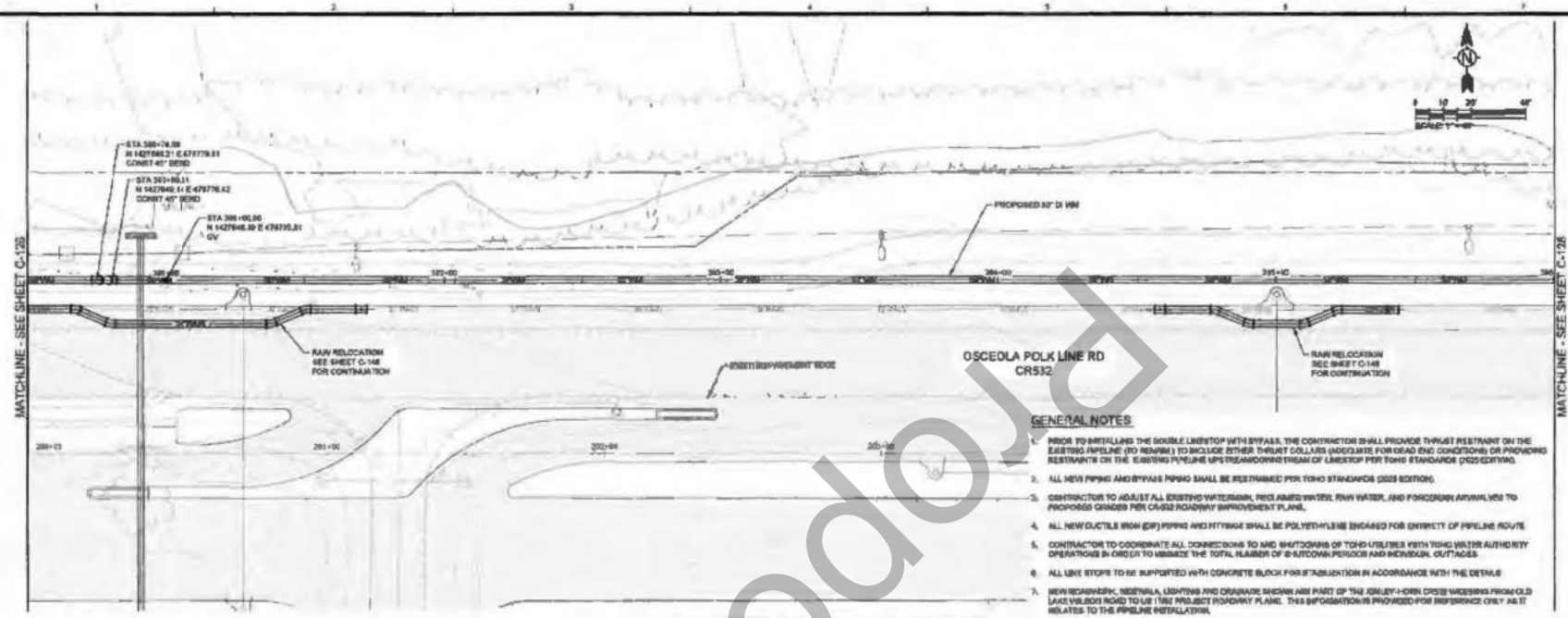
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 385+00 TO 390+50

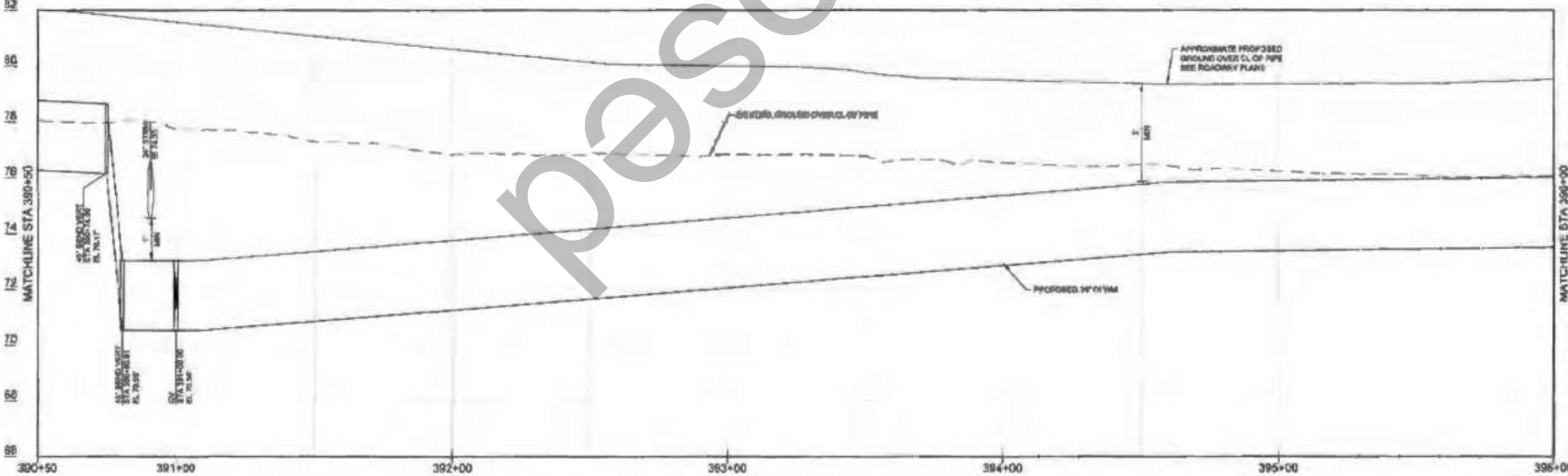
Project No.	768-69684-25WM
Designed By	J.WALLACE
Drawn By	B.THOMASY
Checked By	J.WALLACE

C-126

Do Not Measure It Out



PLAN WATER MAIN STA 390+50 TO 396+00



PROFILE WATER MAIN STA 390+50 TO 396+00

SCALE: 1" = 40'

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR 532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWAYS, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE OSKLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

TETRA TECH

100% DESIGN
(UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

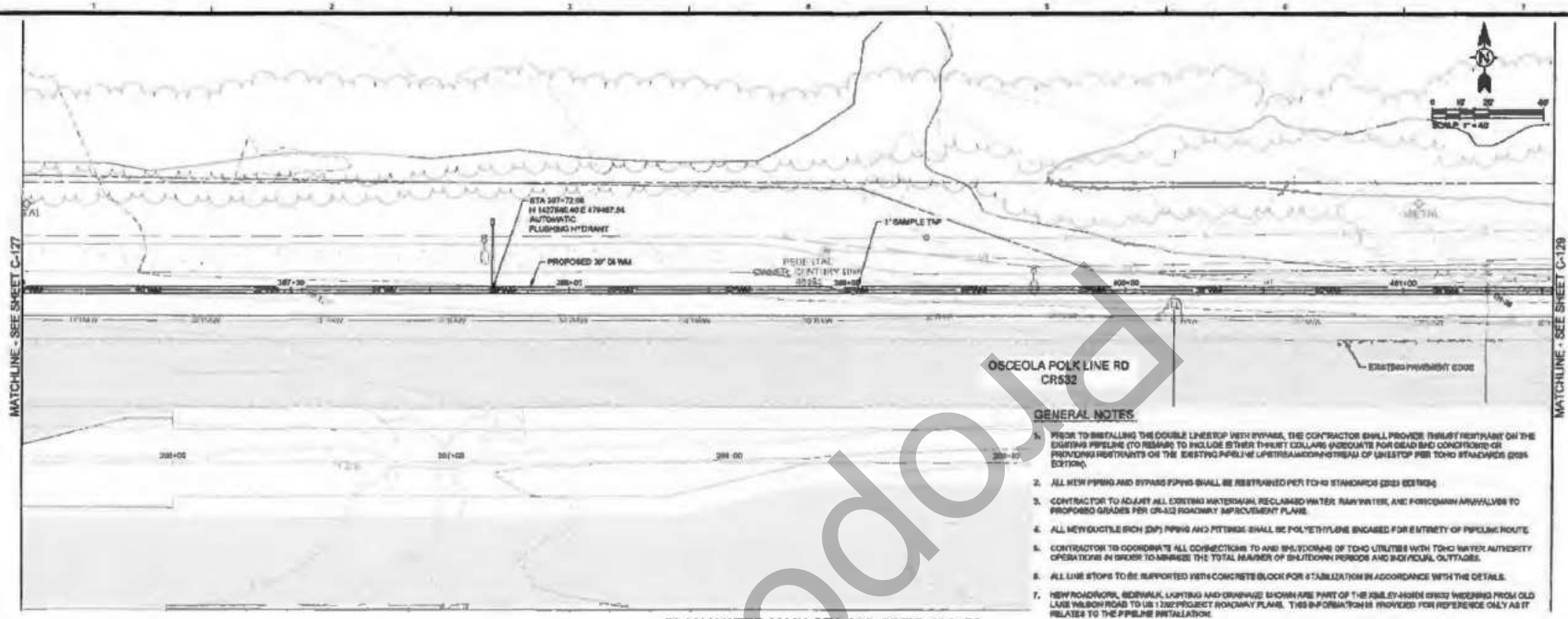
PLAN & PROFILE
WATER MAIN
STA 390+50 TO 396+00

Project No	200-08444-22018
Designed By	J.WALLACE
Drawn By	B.TI-OMASY
Checked By	J.WALLACE

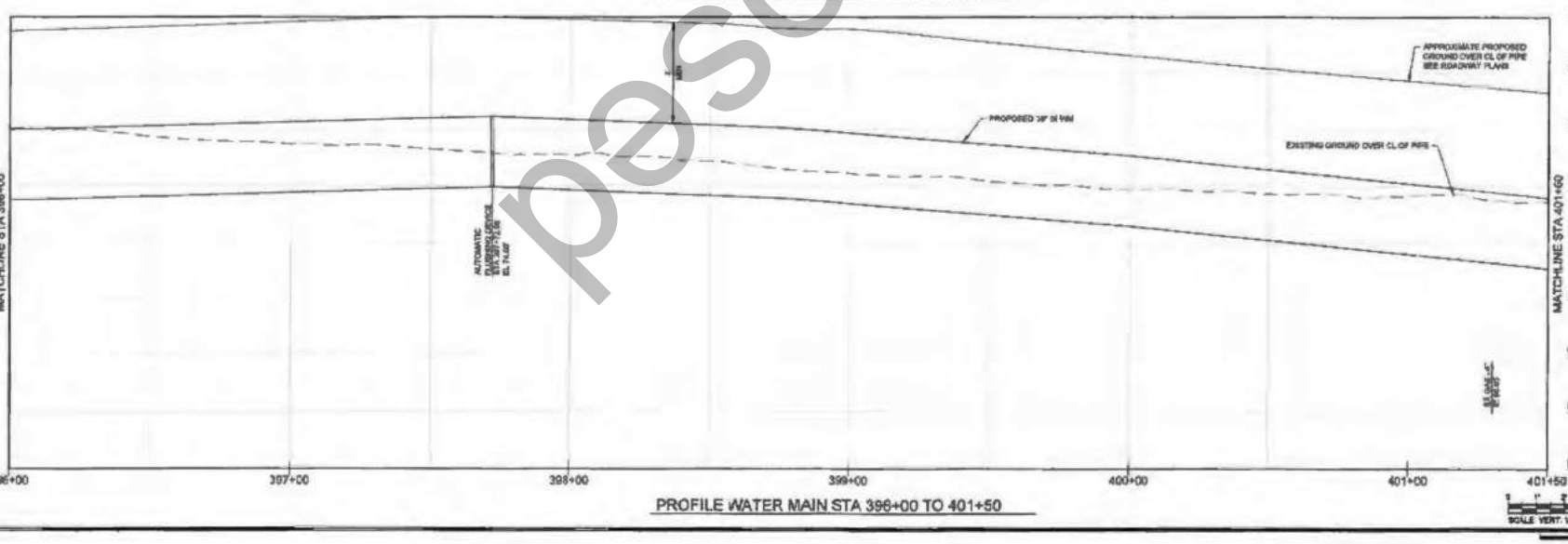
C-127

Copyright

pasodoJd



PLAN WATER MAIN STA 396+00 TO 401+50



PROFILE WATER MAIN STA 396+00 TO 401+50

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

pesodoJ

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James A. Wallace, P.E.
P.E. No. 89996, FL
201 East Pine Street Suite 1000
Orlando, FL 32801
Engineering Business No. 3470

DATE

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 396+00 TO 401+50

Project No: 069-8466.2019
Designed By: J.WALLACE
Drawn By: B.THOMASY
Checked By: J.WALLACE

C-128

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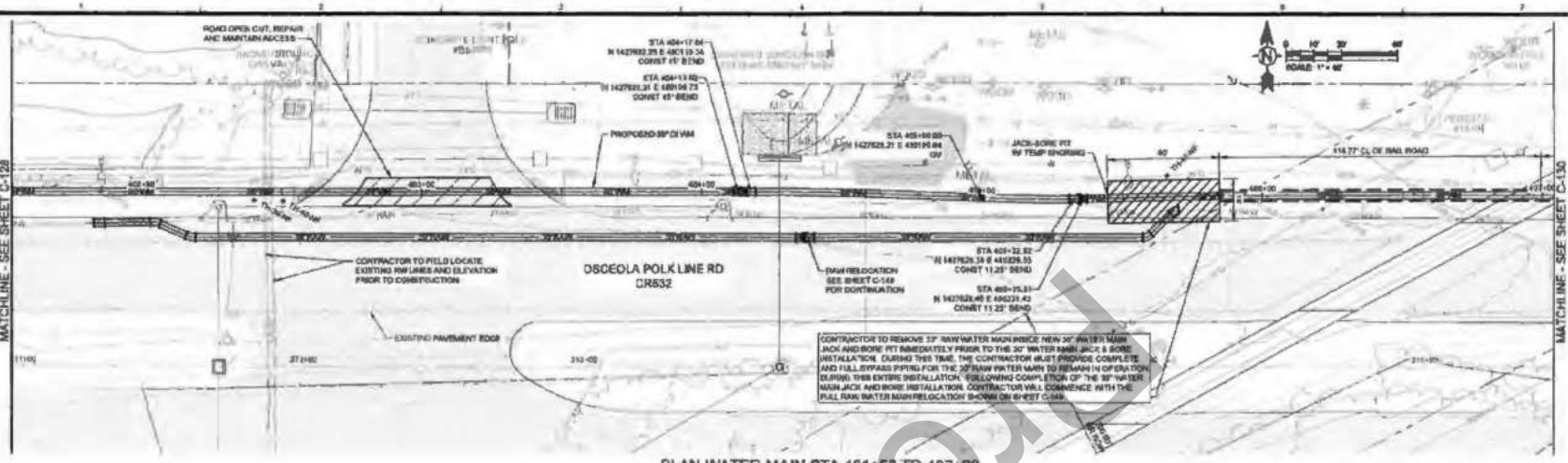
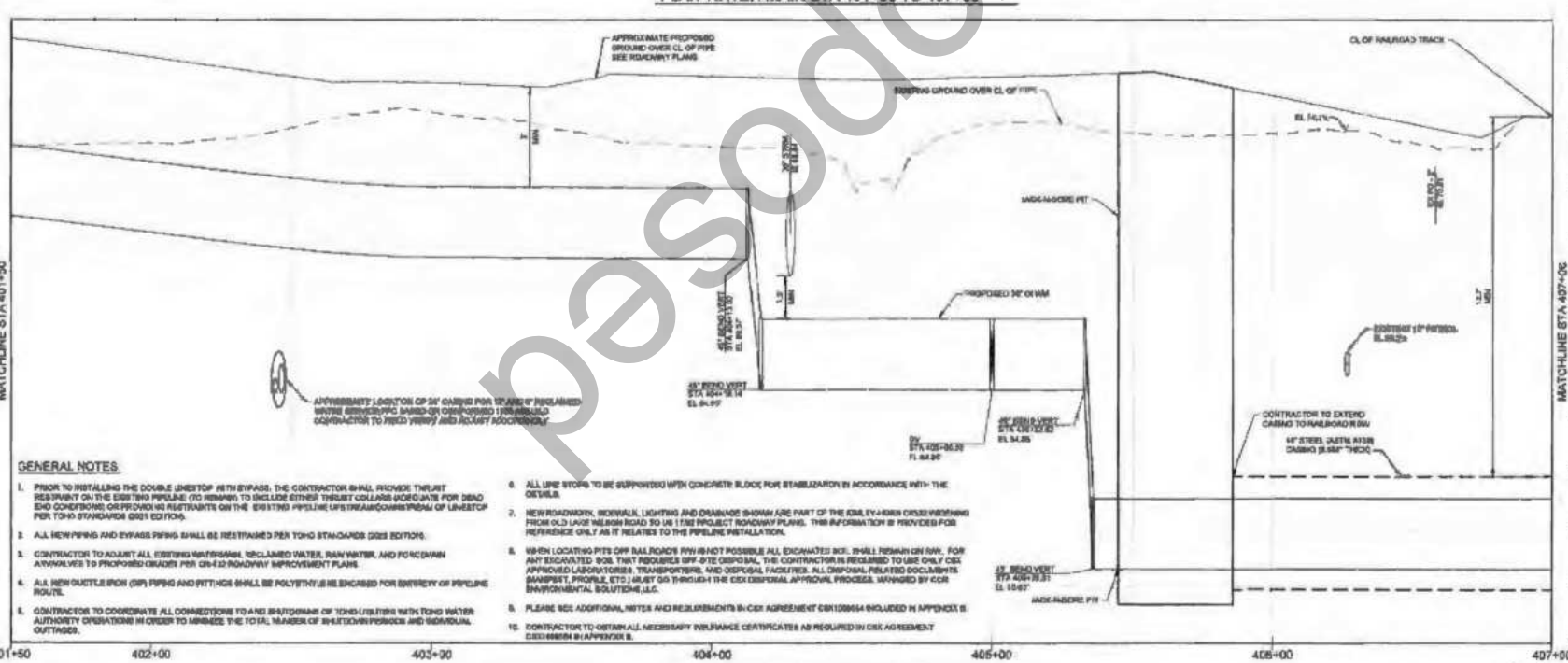


PLAN WATER MAIN STA 401+50 TO 407+00



PROFILE WATER MAIN STA 401+50 TO 407+00

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN), TO INCLUDE EITHER THRUST COLLARS (MORE APT FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2021 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2021 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATER MAIN, RECLAIMED WATER, RAW WATER, AND FORCE MAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE ASHLEY-KIRBY CROSS WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. WHEN LOCATING PITS OFF RAILROAD R/W IS NOT POSSIBLE ALL EXCAVATED SOIL SHALL REMAIN ON R/W. FOR ANY EXCAVATED SOIL THAT REQUIRES OFF-SITE DISPOSAL, THE CONTRACTOR IS REQUIRED TO USE ONLY CSX APPROVED LABORATORIES, TRANSPORTERS, AND DISPOSAL FACILITIES. ALL DISPOSAL-RELATED DOCUMENTS (MANIFEST, PROFILE, ETC.) MUST GO THROUGH THE CSX DISPOSAL APPROVAL PROCESS, MANAGED BY CSX ENVIRONMENTAL SOLUTIONS, LLC.
9. PLEASE SEE ADDITIONAL NOTES AND REQUIREMENTS IN CSX AGREEMENT CBX1208664 INCLUDED IN APPENDIX B.
10. CONTRACTOR TO OBTAIN ALL NECESSARY INSURANCE CERTIFICATES AS REQUIRED IN CSX AGREEMENT CBX1208664 IN APPENDIX B.

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 401+50 TO 407+00

C-129

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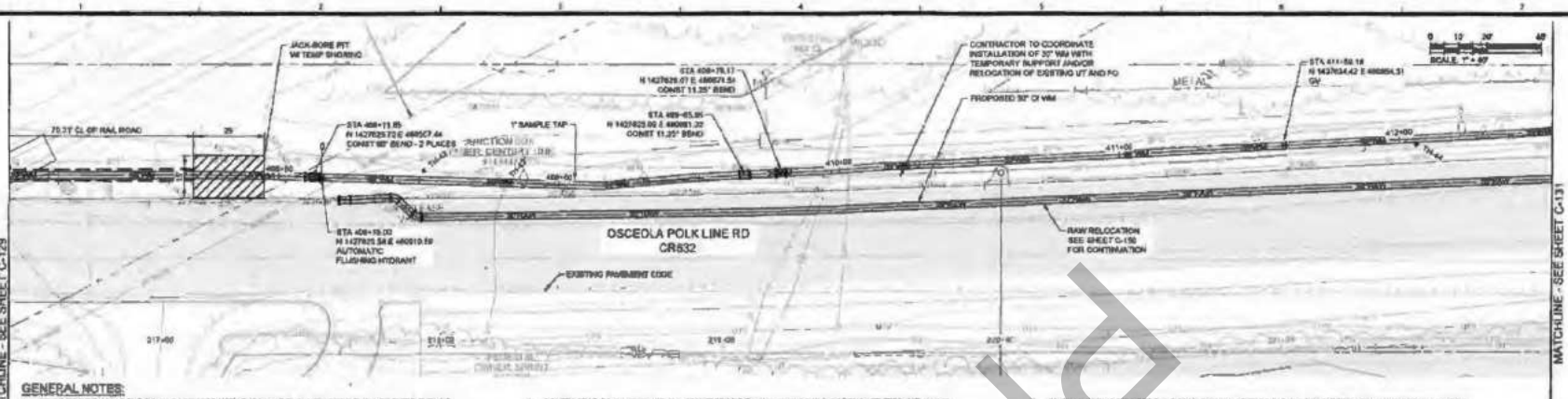
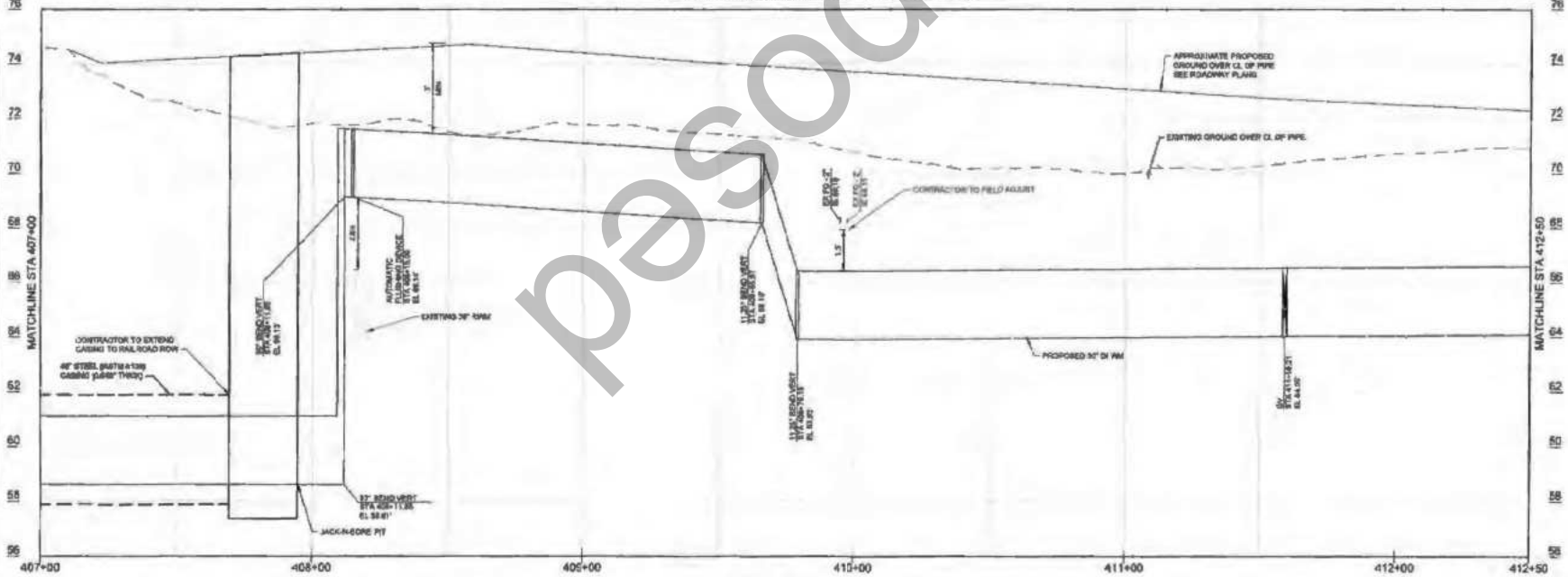
pasodoble



GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LIMESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDED RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LIMESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL INVERSIONS AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER AND FORCEMAIN MANHOLES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINSLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. WHEN LOCATING PITS OFF RAW, ROADS RAW IS NOT POSSIBLE ALL EXCAVATED SOIL SHALL REMAIN ON RAW. FOR ANY EXCAVATED SOIL THAT REQUIRES OFF-SITE DISPOSAL, THE CONTRACTOR IS REQUIRED TO USE ONLY CSX APPROVED LABORATORIES, TRANSPORTERS, AND DISPOSAL FACILITIES. ALL DISPOSAL-RELATED DOCUMENTS (MANIFEST, PROFILE, ETC.) MUST GO THROUGH THE CSX DISPOSAL APPROVAL PROCESS, MANAGED BY CSX ENVIRONMENTAL SOLUTIONS, LLC.
9. PLEASE SEE ADDITIONAL NOTES AND REQUIREMENTS IN CSX AGREEMENT 053/336984 INCLUDED IN APPENDIX B.
10. CONTRACTOR TO OBTAIN ALL NECESSARY RAILROAD CERTIFICATES AS REQUIRED IN CSX AGREEMENT (CSX MEMO) IN APPENDIX B.

PLAN WATER MAIN STA 407+00 TO 412+50



PROFILE WATER MAIN STA 407+00 TO 412+50

pasodpd

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201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3900 FAX: (407) 839-3799

James J. Wallace, P.E.
P.E. No. 53869, FL
201 East Pine Street, State 1000
Orlando, Florida 32801

DATE:

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

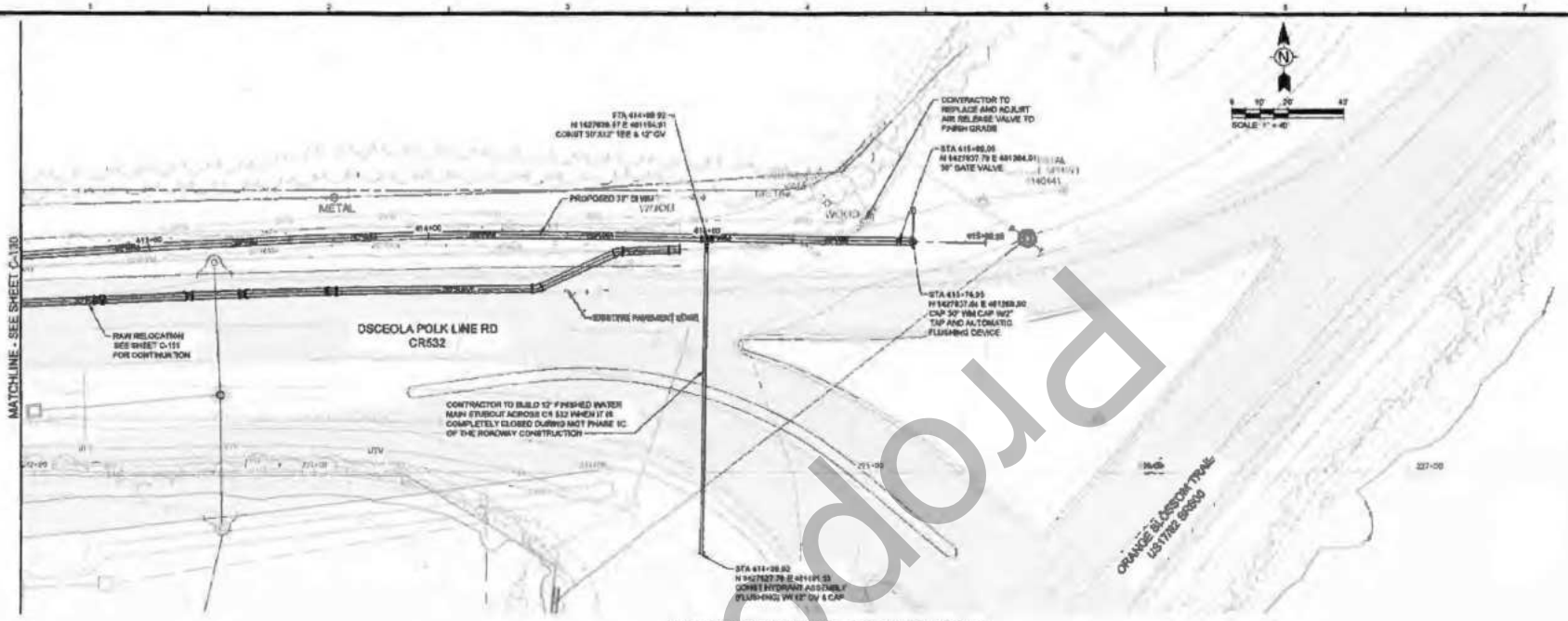
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 407+00 TO 412+50

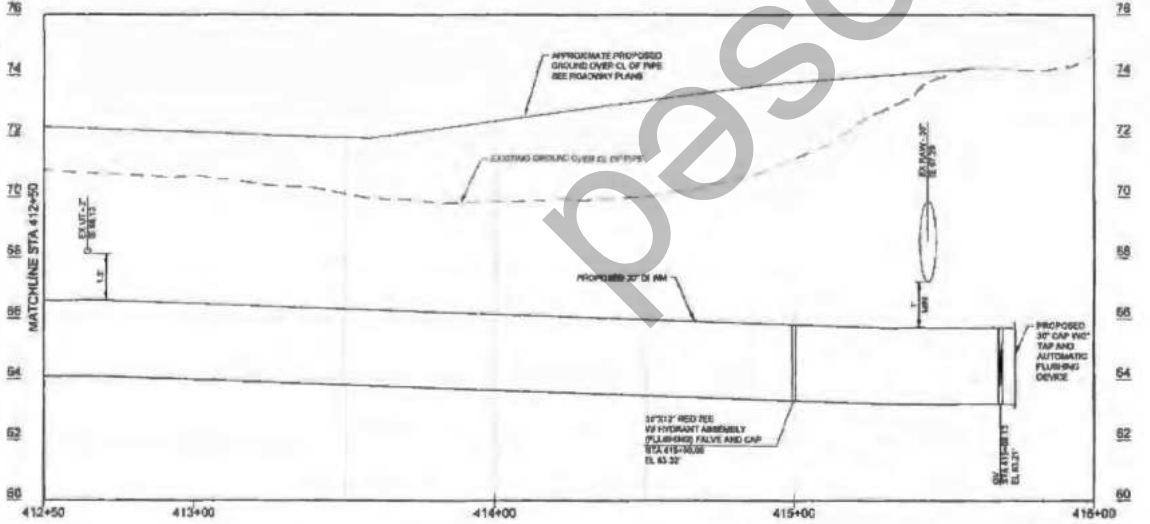
Project No.	3004946.0019
Designed By	J.WALLACE
Drawn By	B.THOMASY
Checked By	J.WALLACE

C-130

Bar Measures 1 inch



PLAN WATER MAIN STA 412+50 TO 416+00



PROFILE WATER MAIN STA 412+50 TO 416+00

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINE/TOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINE/TOP PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

SCALE VERT 1"=4'

proposed

TETRA TECH
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James J. Wallace, P.E.
P.E. No. 59505
301 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2456
DATE:

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
WATER MAIN
STA 412+50 TO 416+00

Project No.	100-05894-12100
Designed By	J.WALLACE
Drawn By	B.THOMAS
Checked By	J.WALLACE

C-131

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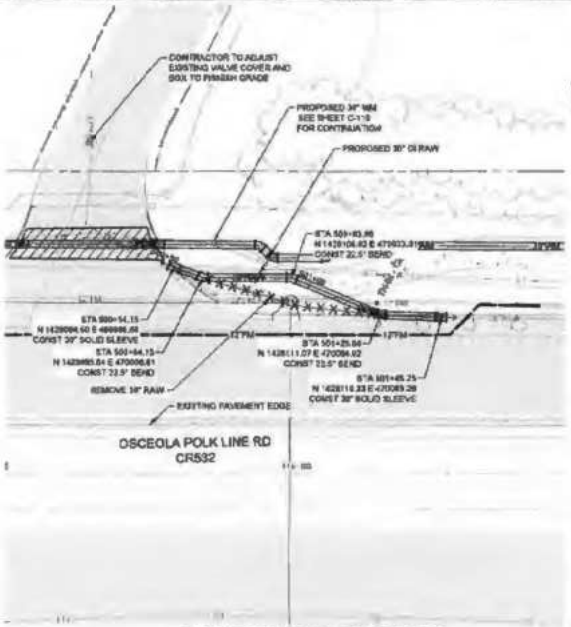
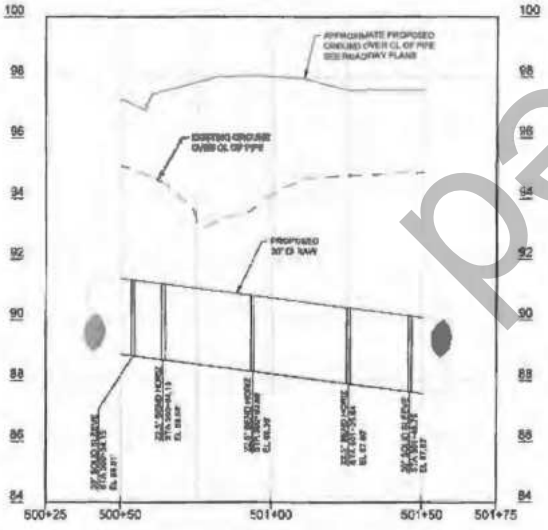


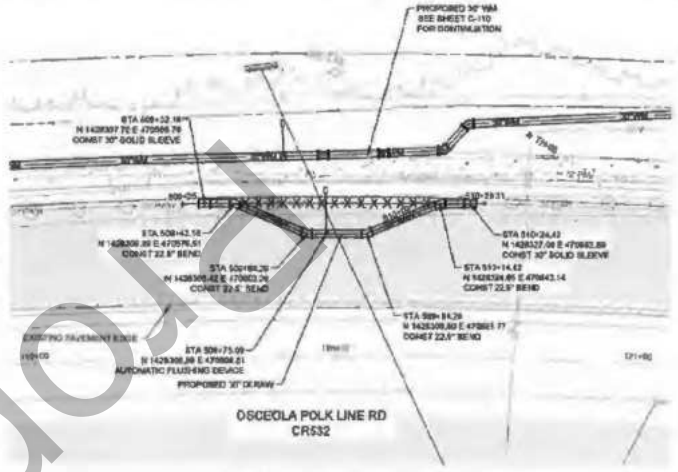
PLAN RAW WATER RELOCATION



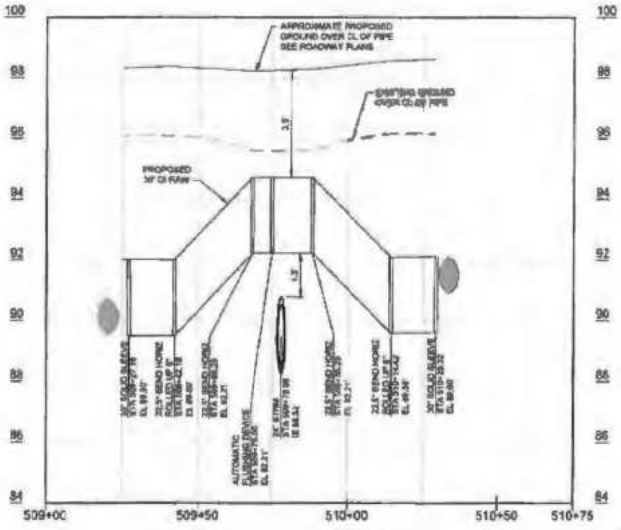
PROFILE RAW WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINE STOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (MEGA-LUG, ROD DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE (DIPRA).
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL DURATIONS.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINLEY WORK ORDER WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINE STOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

passed

TETRA TECH
Engineering Business No. 3426
www.tetratech.com
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ORLANDO, FL 32801
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James J. Wallace, P.E.
P.E. No. 59886 FL
301 East Pine Street, Suite 1000
Orlando, FL 32801
Engineering Business No. 3426

DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 500+25 TO 510+75

Project No.	150-09662-22019
Designed By	J.WALLACE
Drawn By	B.THONAST
Checked By	J.WALLACE

C-140

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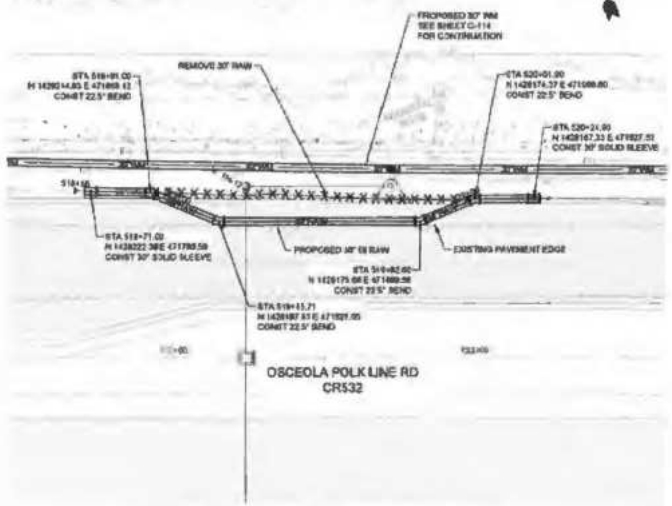
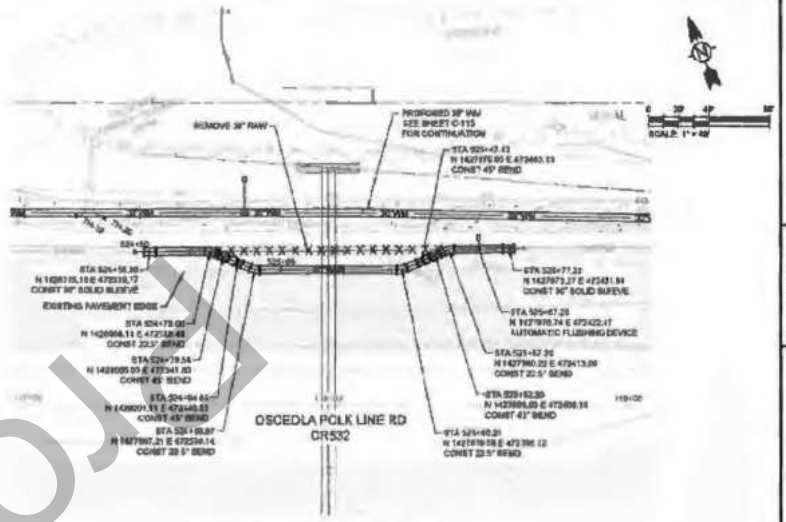
Bar Measures 1 inch



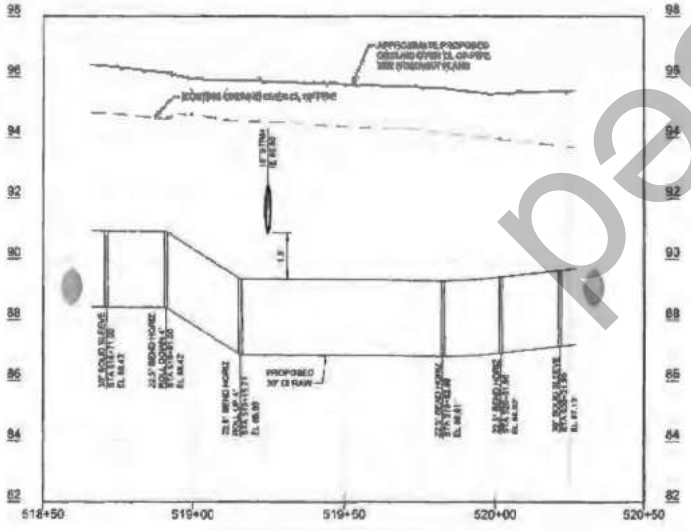
PLAN RAW WATER RELOCATION

GENERAL NOTES

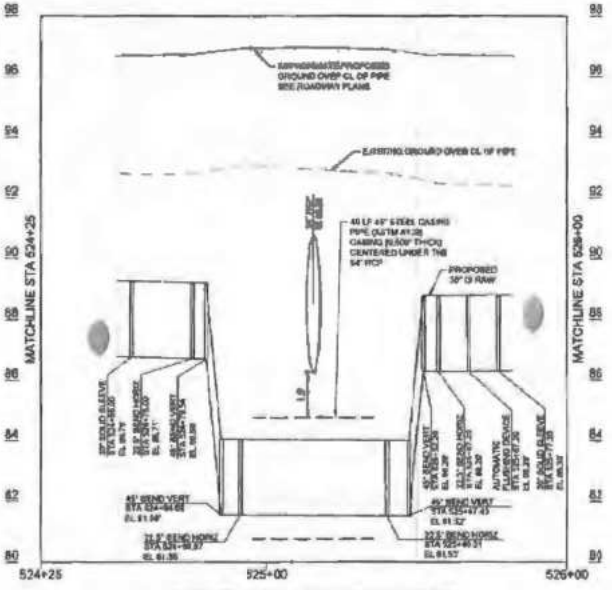
1. PRIOR TO INSTALLING THE DOUBLE LINESTOP MAIN BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO INCLUDE EITHER THRUST COLLARS ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LIMITS OF PER TOHO STANDARDS (CROSS SECTION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (CROSS SECTION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER GRADE ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE WORK.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS TO CONSTRUCT THE BYPASS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE HAILEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL UTILITIES SHALL REMAIN IN PLACE FOR THE FULL DURATION OF EASTBOUND FINAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

TETRA TECH

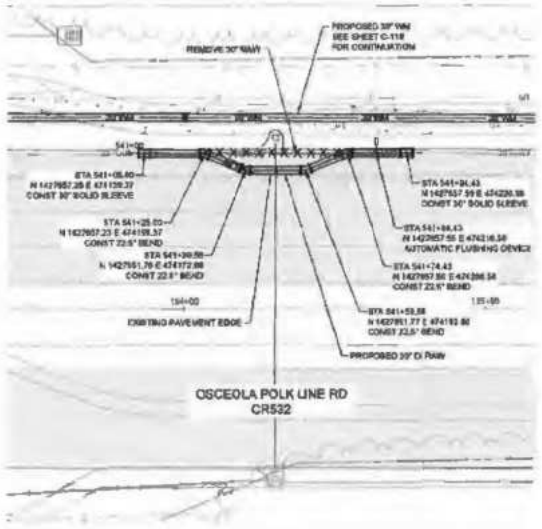
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 518+50 TO 526+00

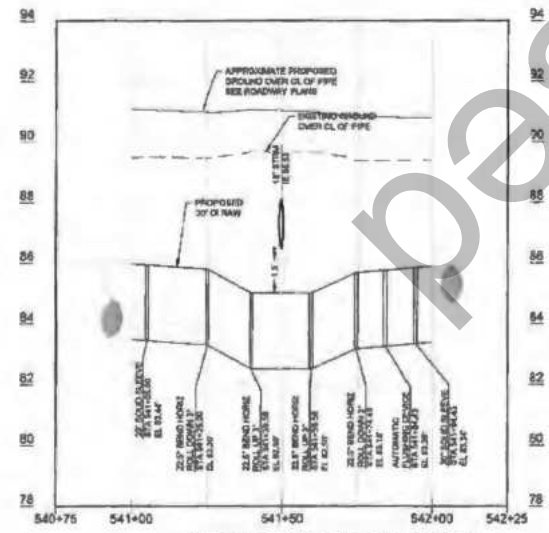
100% DESIGN
(UPDATED)

C-141

Proposed



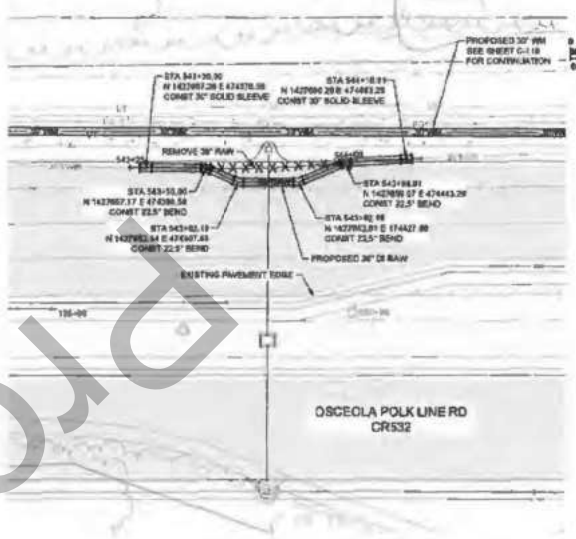
PLAN RAW WATER RELOCATION



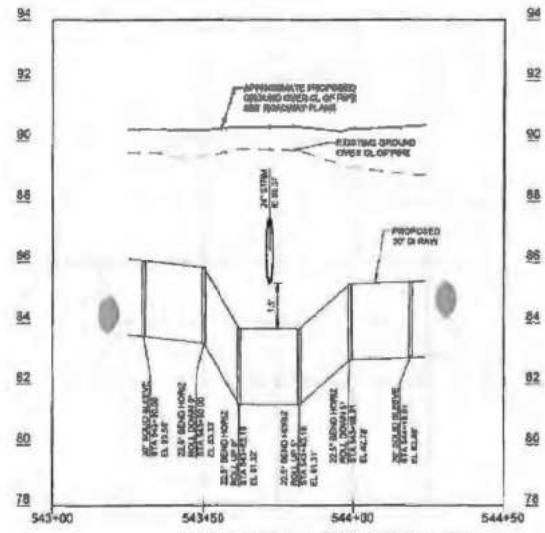
PROFILE RAW WATER RELOCATION

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINES TOP WITH BYPASS, THE CONTRACTOR SHALL PREPARE THRUST RESTRAINT ON THE EXISTING WYE/ELBOW (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (MODULAR FOR DEAD-END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF WYE/STOP PER TOHO STANDARDS (DGS SECTION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (DGS SECTION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN (RECLAIMED WATER, RAW WATER, AND POTABLE WATER) VALVES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH; HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE CR-532 (FORMERLY CR-532) PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AND IS RELATIVE TO THE PIPELINE INSTALLATION.
9. ALL LINE STOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

PROPOSED

TETRA TECH
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE (407) 839-3855 FAX (407) 839-3799

James J. Wallace, P.E.
P.E. No. 68990, FL
201 East Pine Street, Suite 1000
Orlando, FL 32801
DATE:

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 540+75 TO 544+50

Project No.	750-06865.05(10)
Designed By	J.WALLACE
Drawn By	B.THOMASY
Checked By	J.WALLACE

C-142

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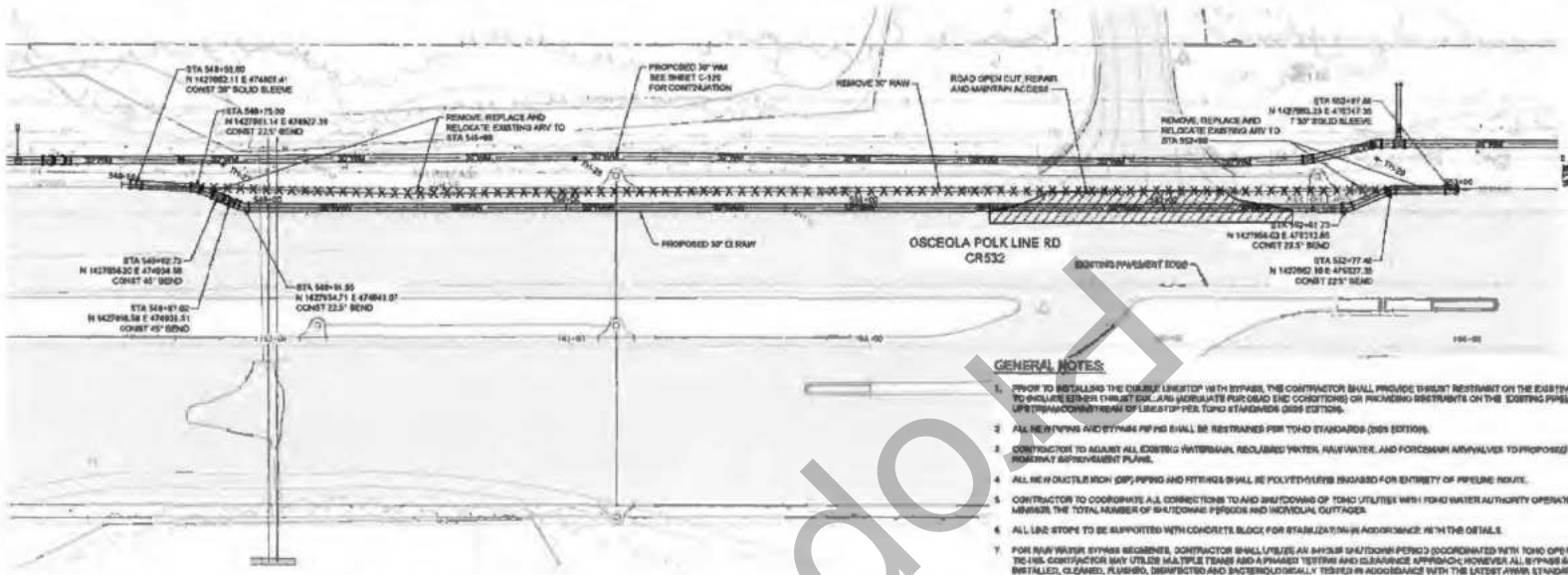
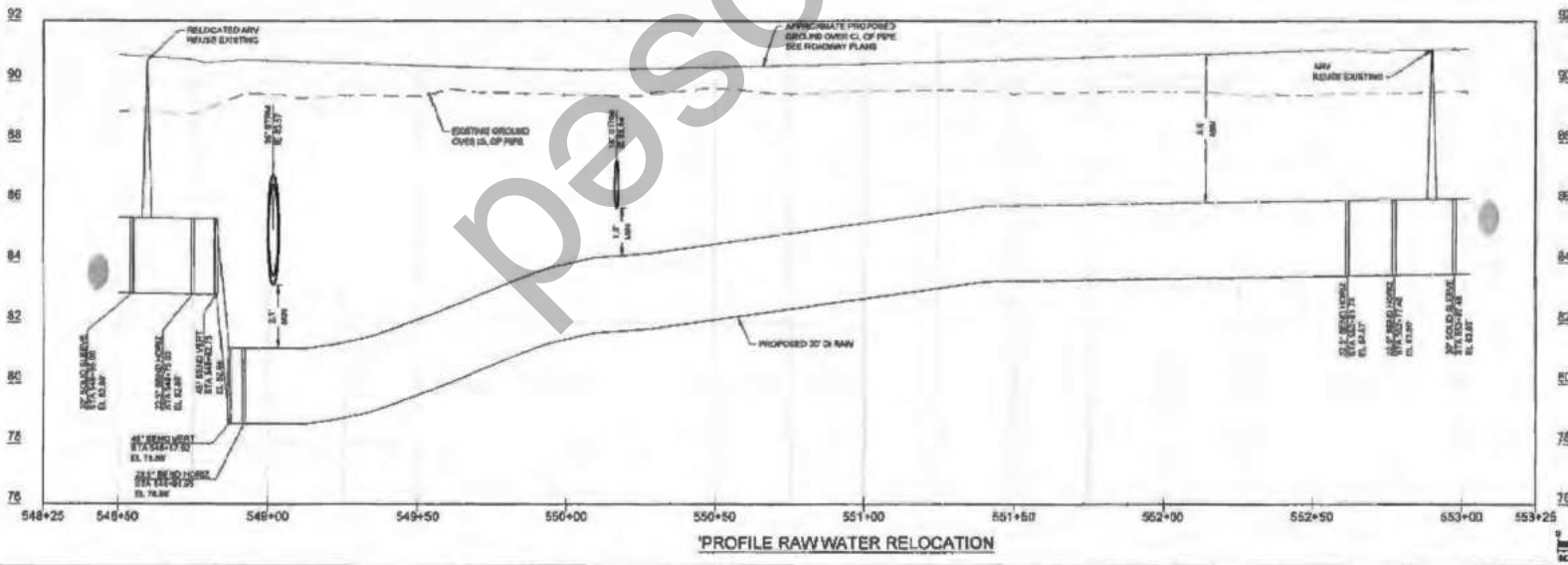


PLAN RAW WATER RELOCATION

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DIBURIT LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE TO REMAIN TO ENSURE EITHER THRUST RESTRAINT EXISTS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL RESTRAINTS AND SETTINGS PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN AIR/VALVES TO PROPOSED GRADES PER CIVIL/ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS TO ACHIEVE THE MINIMUM THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE AN 84-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT THIS LINE. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH; HOWEVER ALL BYPASS PIPING SHALL BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE NEW/EXISTING ROAD CROSS WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



'PROFILE RAW WATER RELOCATION

pasodot

TETRA TECH
201 EAST PINE STREET, SUITE 1000
ORLANDO, FLORIDA 32801
PHONE: (407) 839-3900 FAX: (407) 839-3795
Jeremy A. Wallace, P.E.
P.E. No. 65966, FL
DATE:

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 548+25 TO 553+25

Project No.	200-05405-10010
Designed By	J.WALLACE
Drawn By	B.THOMABY
Checked By	J.WALLACE

C-143

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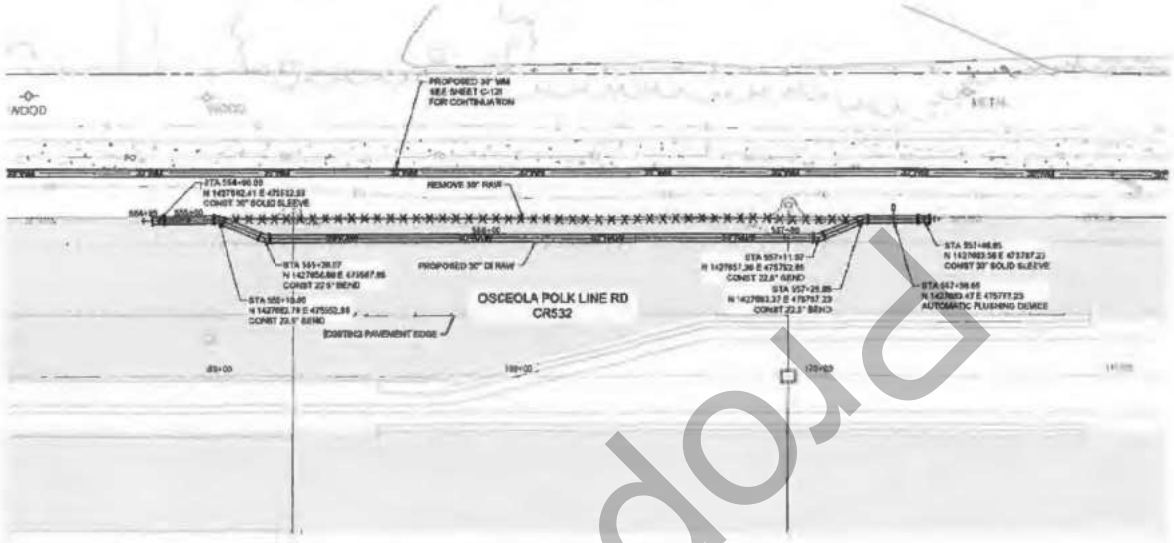
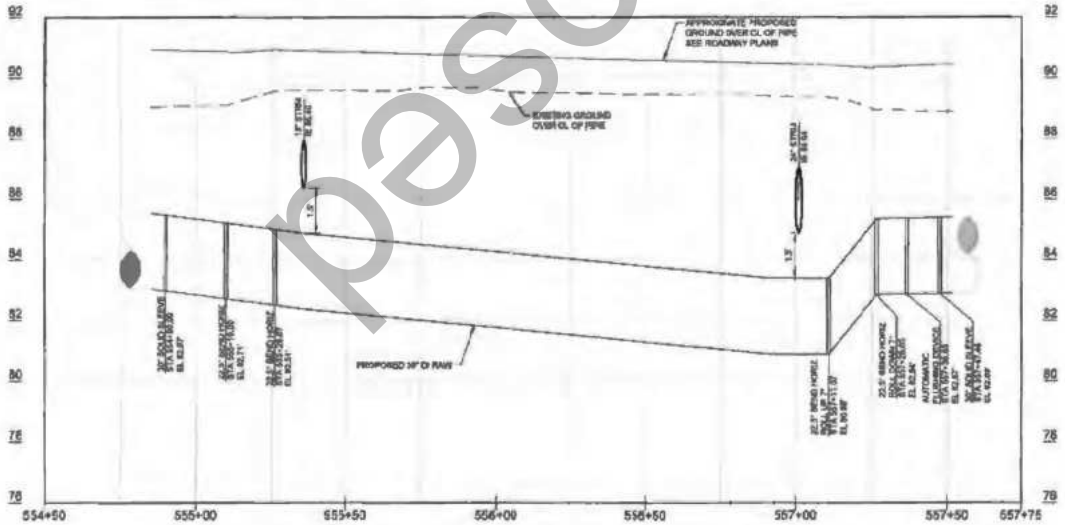


PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

SCALE: VERT. 1" = 4'

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH SLEEVES, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE POP HEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2005 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2005 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS REQUIRED, CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KINSLEY-WORK CREEK WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL SUBSTANTIAL CLEARANCE IS RECEIVED.

Proposed

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ORLANDO, FL 32801
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Bryan J. Mathis, P.E.
P.E. No. 66946
201 East Pine Street, Suite 1000
Engineering Business No. 3429
DATE

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

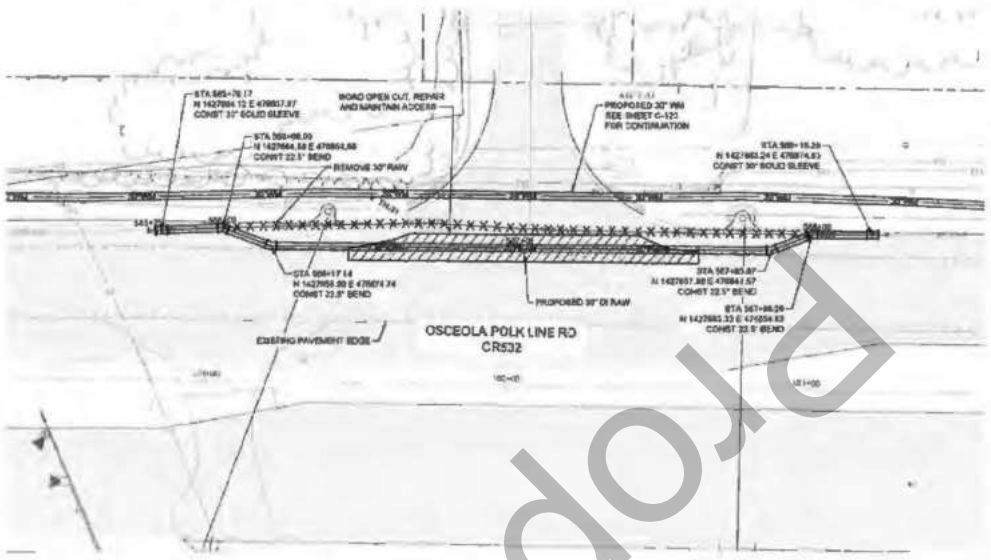
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 554+50 TO 557+75

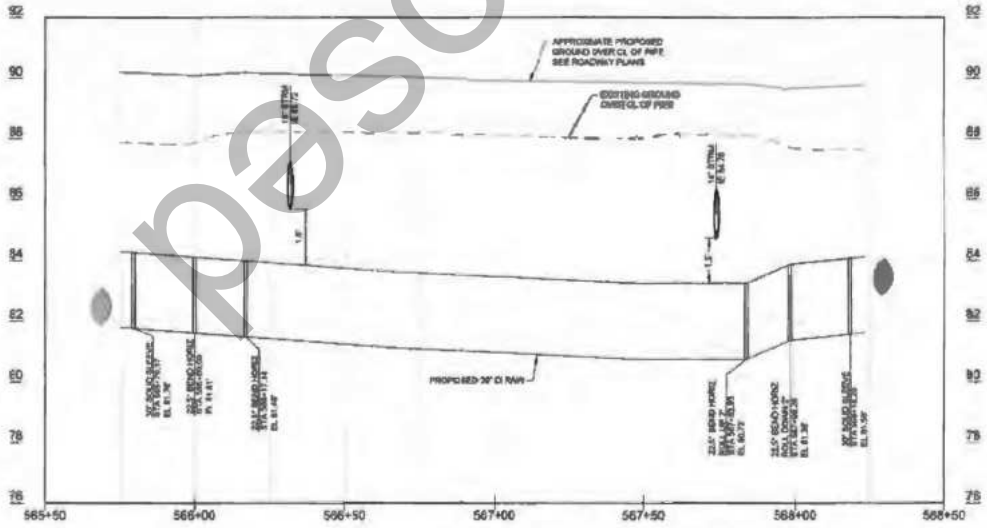
Project No.	331-48484-22110
Designed By	J.WALLACE
Drawn By	B.THOMASY
Checked By	J.WALLACE

C-144

Bar Measures 1 Inch



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE: SEWER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP WITH TOHO STANDARDS (SEE EXISTING).
2. ALL MJ/RJ PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (LATEST EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR 532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND MOVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE EARLY WORK CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 192. SEE PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL ISOLATION VALVE CLEARANCE IS RECEIVED.

Proposed

TETRA TECH
[illegible]
ORLANDO, FL 32801
PHONE: (407) 839-3900 FAX: (407) 839-3990

James J. Wallace, P.E.
P.E. No. 69989 FL
Date: [illegible]

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
PLAN & PROFILE
RAW WATER RELOCATION
STA 565+50 TO 568+50

Project No.	700-06405-22018
Designed By:	J.WALLACE
Drawn By:	S.TROMBLEY
Checked By:	J.WALLACE

C-145

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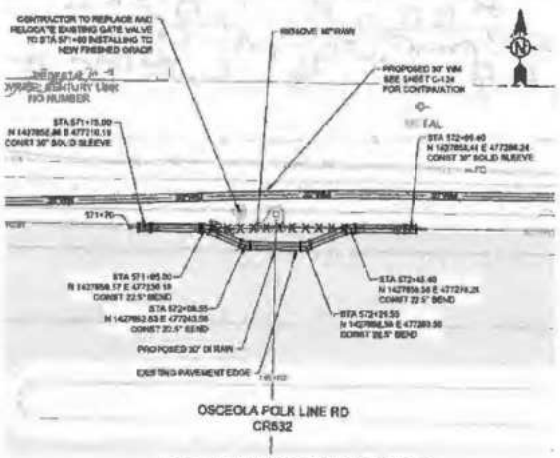
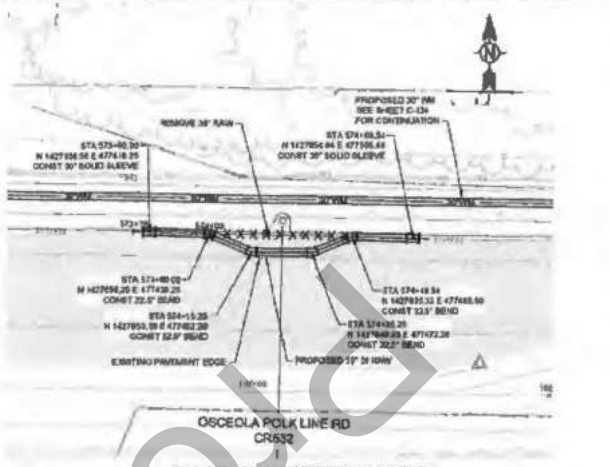


PLAN RAW WATER RELOCATION

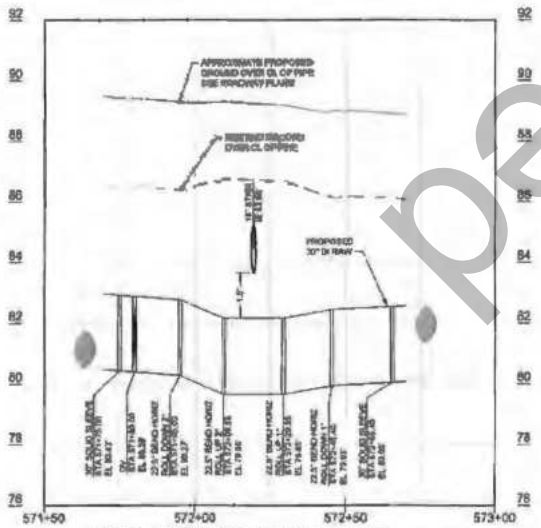
GENERAL NOTES



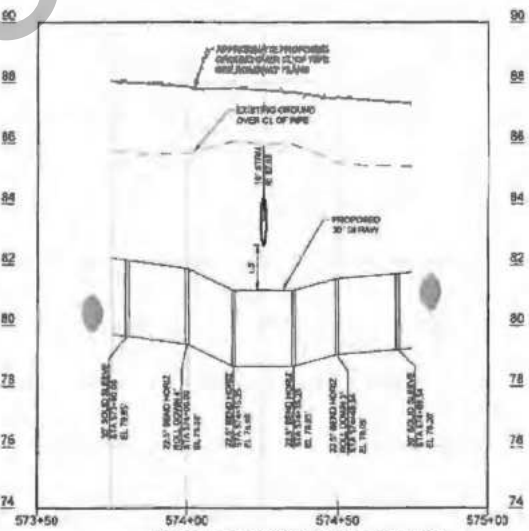
PLAN RAW WATER RELOCATION

SCALE: 1" = 40'

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE STEEL THRUST COLLARS (ADEQUATE FOR DEAD END) CONDITIONED OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (SEE SECTION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (SEE SECTION).
3. CONTRACTOR TO ADJUST ALL EXISTING VALVE BOXES, RECLAIMED WATER, RAW WATER, AND FORCEMAIN AIR/VALVES TO PROPOSED GRADES PER GRADE ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS BRIGHTA, CONTRACTOR SHALL UTILIZE ANGHOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT THIS LINE. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND APPROVED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS ASSEMBLY MUST BE INSTALLED, CLEARED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULE REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KRAUTY-HORN CROSS WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF DISINFECTION, TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PROFILE RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

SCALE: HORIZ. 1" = 40' VERT. 1" = 4'

pasodoid

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Orlando, FL 32801
Engineering Business No. 2929

DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 571+50 TO 576+50

Project No.	200-09469-220 16
Designed By:	J.WALLACE
Drawn By:	B.THOMASY
Checked By:	J.WALLACE

C-146

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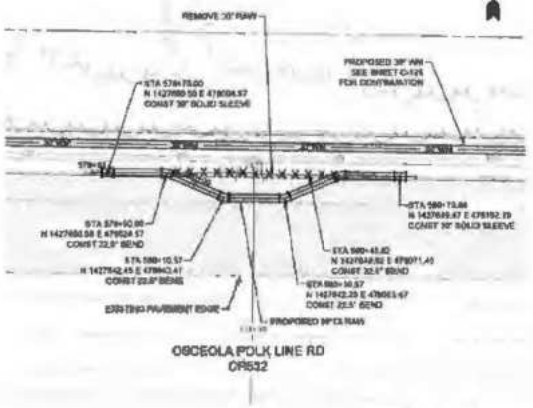
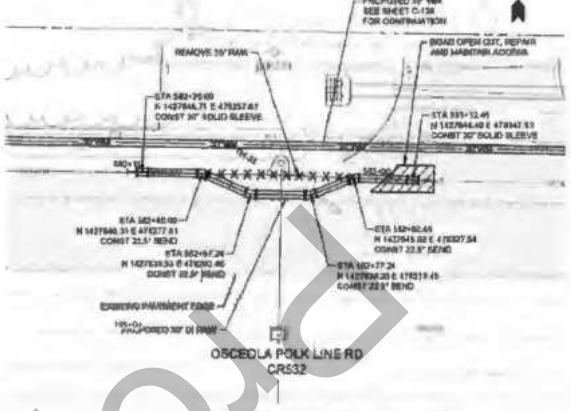
Bar Measures 1 Inch



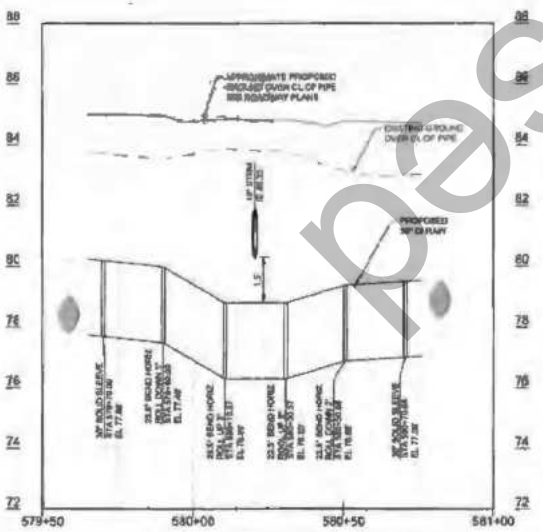
PLAN RAW WATER RELOCATION



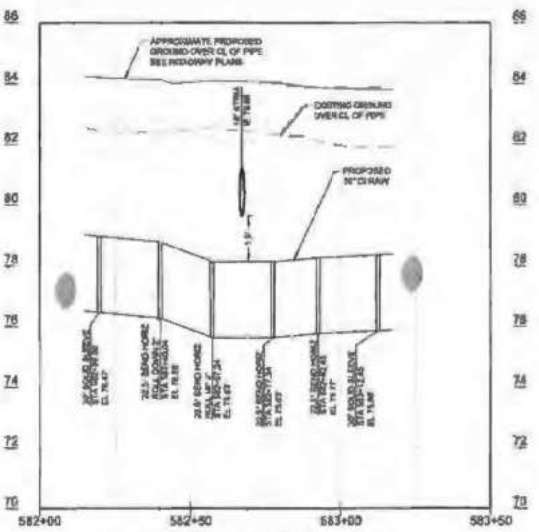
PLAN RAW WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS ADEQUATE FOR DEAD END CONDITIONS OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2020 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2020 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED PIPE ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE SLOOK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE MULTI-MEMBER CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92. PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PROFILE RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

TETRA TECH

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P.E. No. 65946
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Professional Engineer Certificate of Authorization No. 28924

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100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 579+50 TO 583+50

Project No.	20-0803-5019
Designed By:	J.WALLACE
Drawn By:	S.THOMASY
Checked By:	J.WALLACE

C-147

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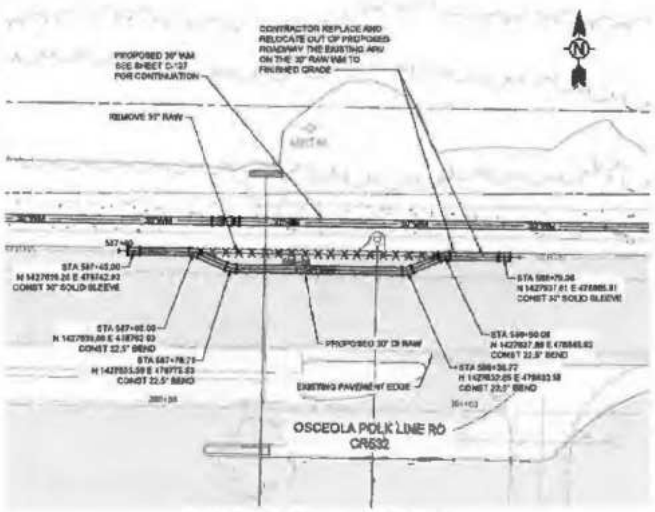
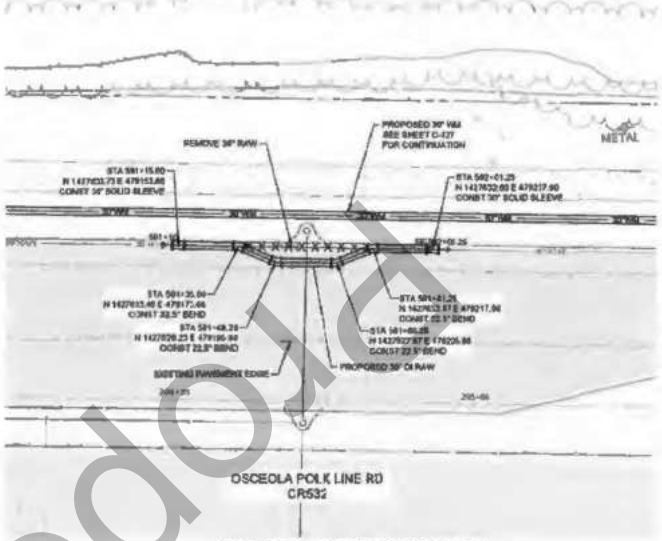
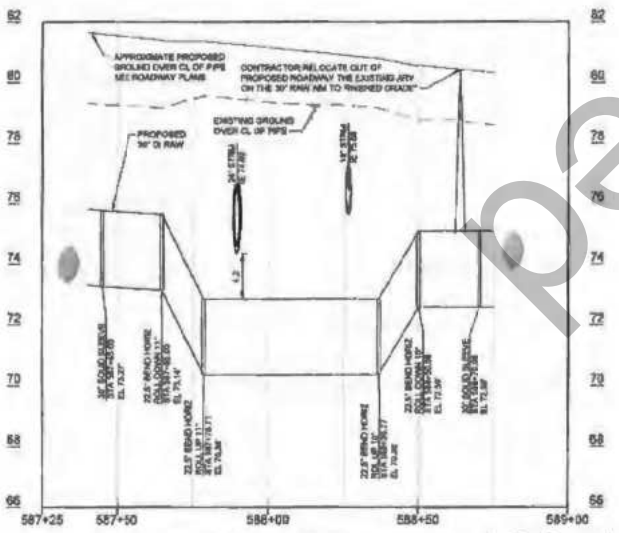
pesodoja



PLAN RAW WATER RELOCATION

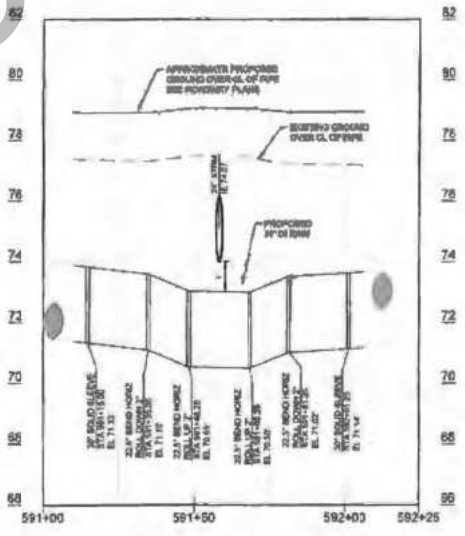


PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

SCALE: VERT 1"=4'



PROFILE RAW WATER RELOCATION

SCALE: VERT 1"=4'

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LAYER TOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINK(S) PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAINWATER, AND FORCE MAIN APPURTENANCES TO PROPOSED GRADES PER CR532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS: CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND A PHASED TESTING AND CLEARANCE APPROACH. HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULE SPECIFICATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE MAILSH-HORN DRIVE WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92. PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.

pasodoble

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201 East Pine Street, Suite 1000
Orlando, FL 32801
Engineering Business No. 2429

DATE

100% DESIGN
(UPDATED)

Verify	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 587+25 TO 592+25

Project No:	3904880-27010
Designed By:	JWALLACE
Drawn By:	B.THOMATY
Checked By:	JWALLACE

C-148

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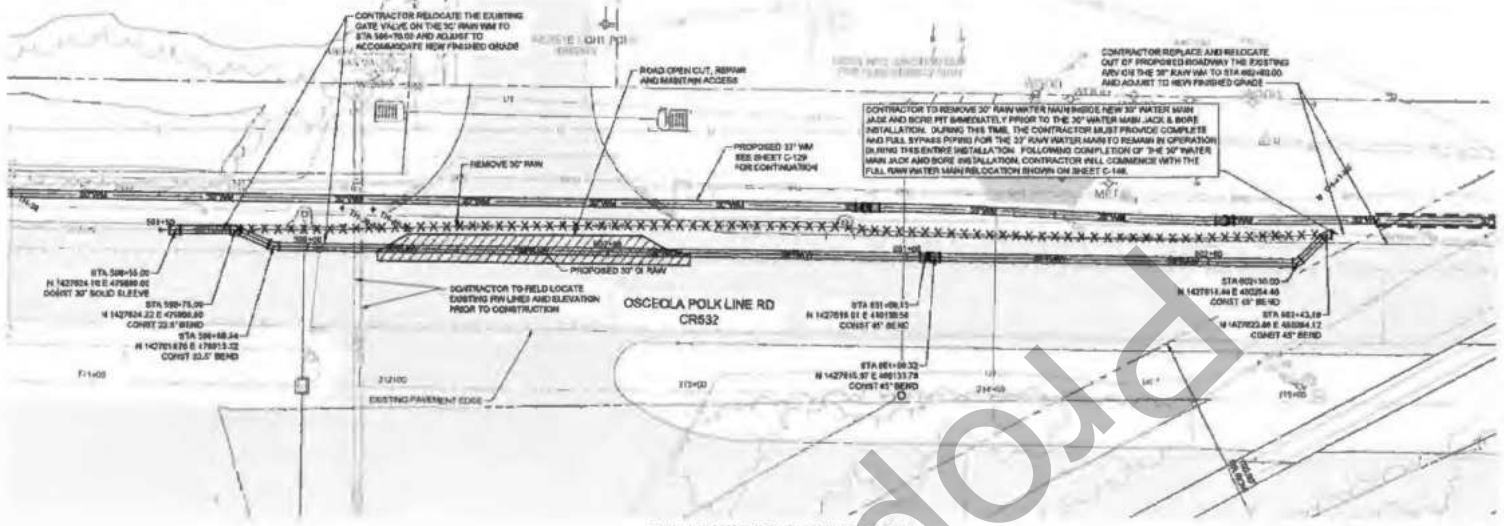
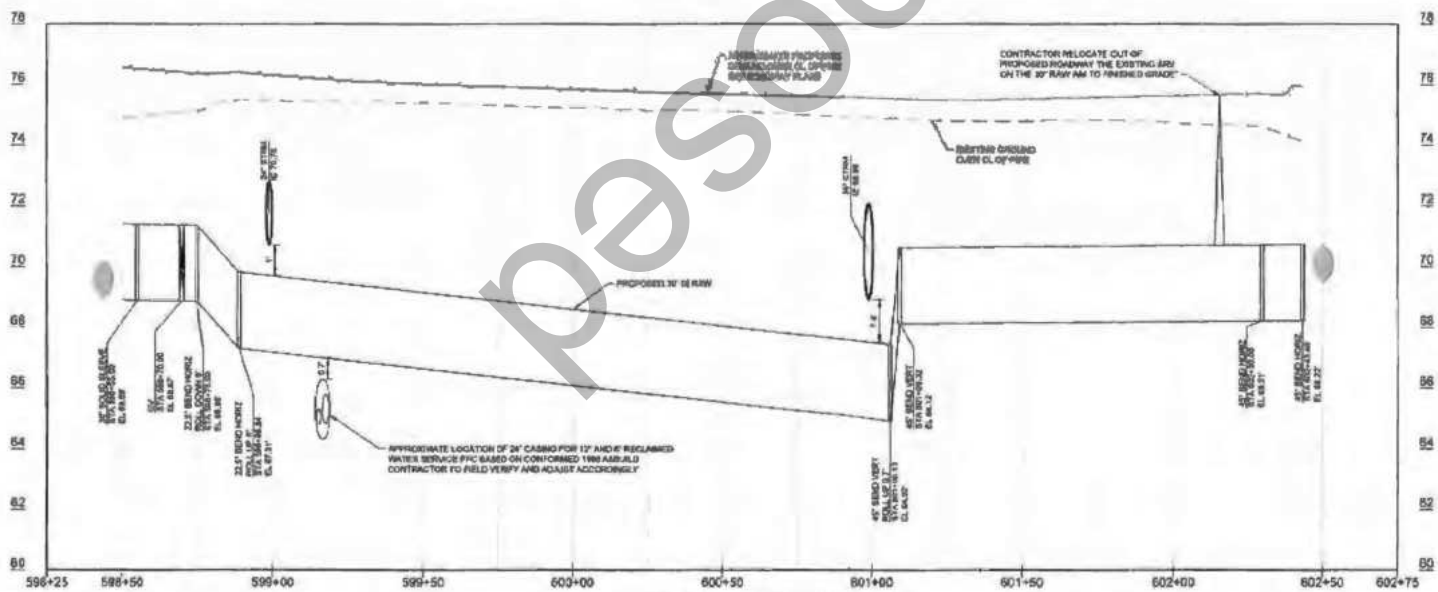


PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

SCALE: VERT 1" = 4'

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (MEGALUG® FOR DIDO DIDO CONNECTIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN MANHOLES TO PROPOSED GRADES PER D3-002 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE (PE) ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TRAINS AND 8 PHASED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KISSIMMEE-OSCEOLA WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL PRELIMINARY CLEARANCE IS RECEIVED.

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Engineering Business No. 28867
DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 598+25 TO 602+75

Project No.	320-39489-22016
Designed By	LWALLACE
Drawn By	S THOMASY
Checked By	LWALLACE

C-149

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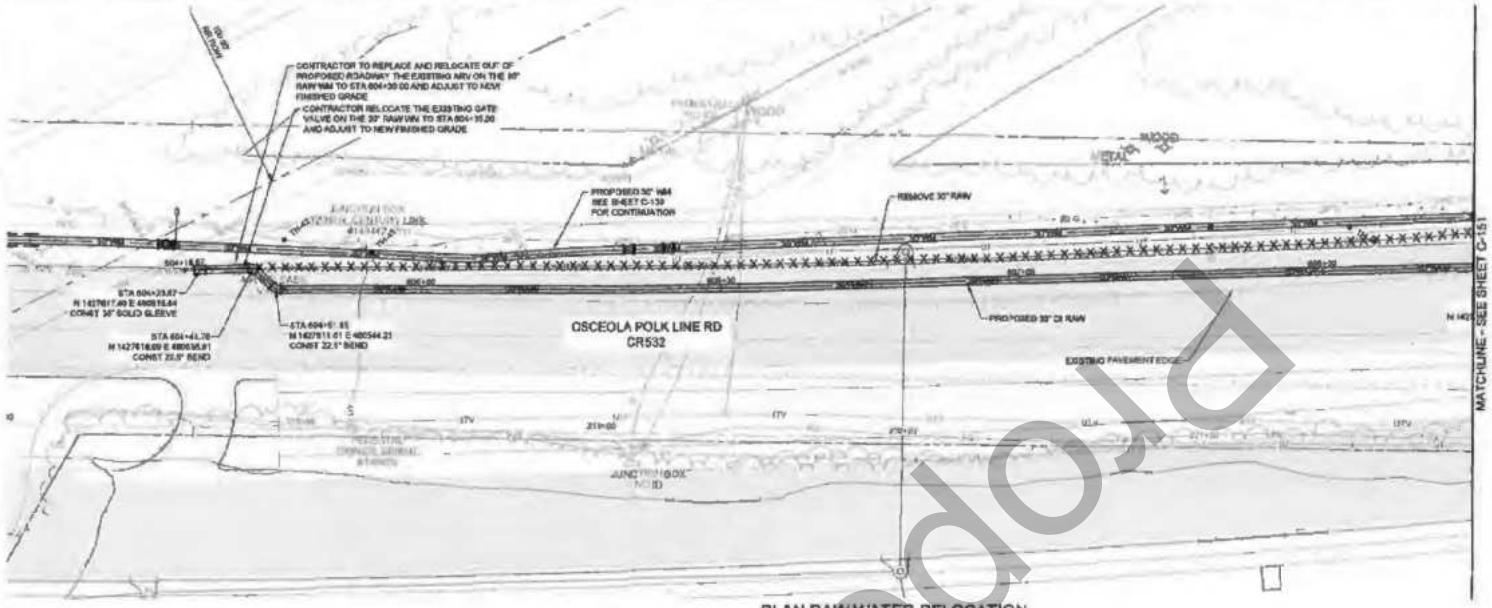
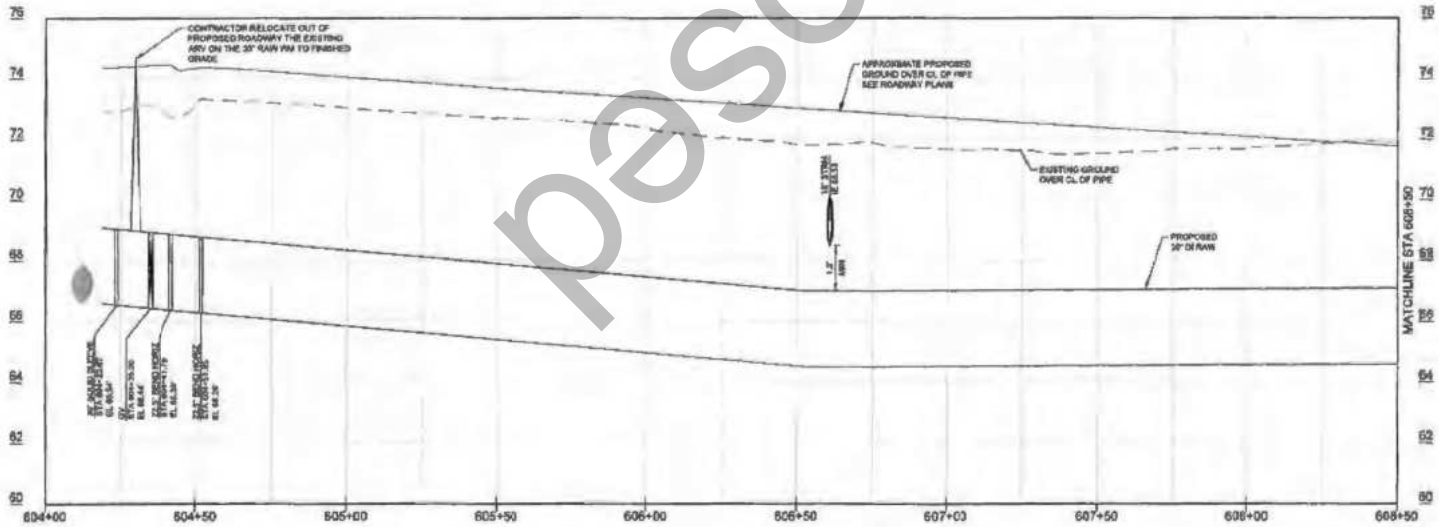
Proposed



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE UNDERTAP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF UNDERTAP PER TOHO STANDARDS (NOTE EXISTING).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (NOTE EXISTING).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-535 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND POTENTIAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS: CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEMPS AND PHASED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KNIGHT-HORN CREEK WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINE STOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.

SCALE: 1" = 40'

SCALE: HORIZ 1" = 50' VERT 1" = 5'

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Orlando, Florida 32801
E-Mail: jwallace@tetratech.com
DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

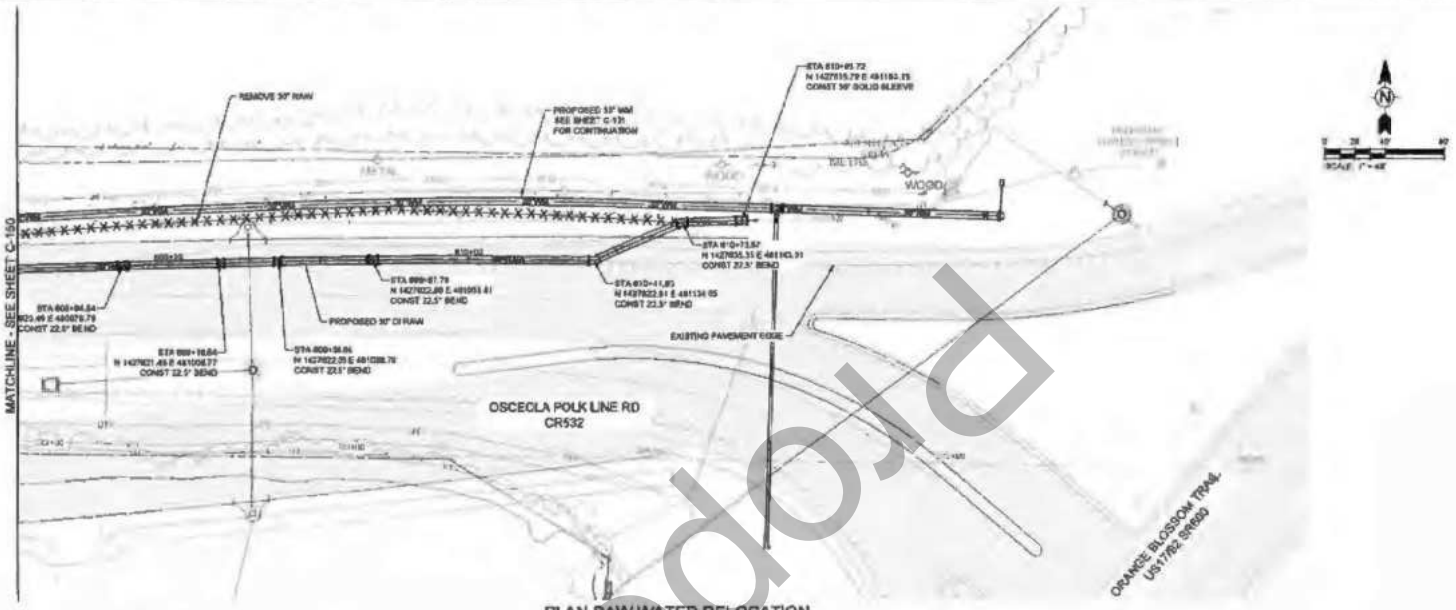
PLAN & PROFILE
RAW WATER RELOCATION
STA 604+25 TO 608+50

Project No.	705-08868-22199
Designed By	JWALLACE
Drawn By	B.THOMAS
Checked By	JWALLACE

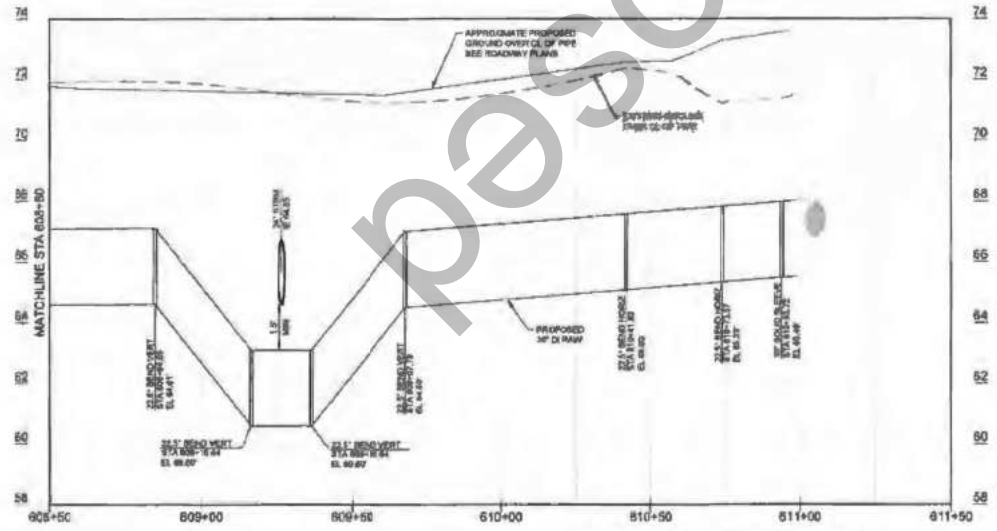
C-150

Bar Measures 1 inch

pasodoj



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO INCLUDE BOTH THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2020 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE INSTALLED PER TOHO STANDARDS (2020 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN MANHOLES TO PROPOSED FINISH GRADES PER CR532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL DURATIONS.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. FOR RAW WATER BYPASS SEGMENTS, CONTRACTOR SHALL UTILIZE 168-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TEAMS AND APPROVED TESTING AND CLEARANCE APPROACH, HOWEVER ALL BYPASS SEGMENTS MUST BE INSTALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE ASHLEY WORK CR532 WIDENING FROM OLD LAKE WILSON ROAD TO JIB KING PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.

SCALE VERT 1" = 4'

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P.E. No. 65880, FL
201 East Pine Street, Suite 1300
Orlando, Florida 32801
Engineering Business No. 3548

DATE

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 608+50 TO 611+50

Project No.	200-ONW00-22119
Designed By	J WALLACE
Drawn By	B THOMAS
Checked By	J WALLACE

C-151

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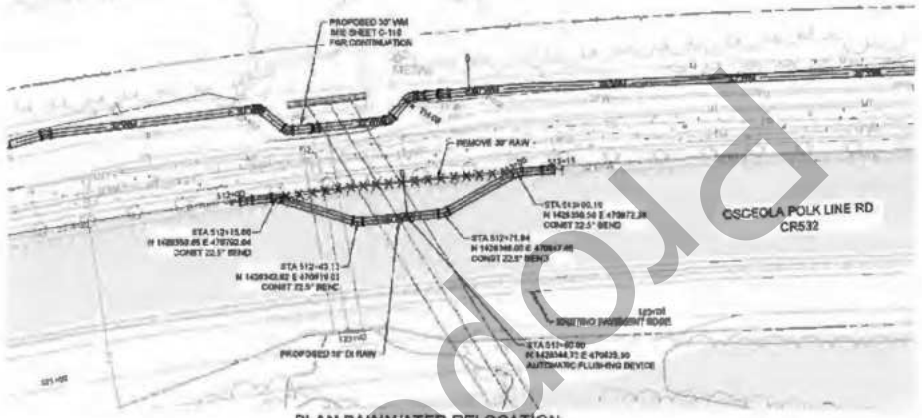
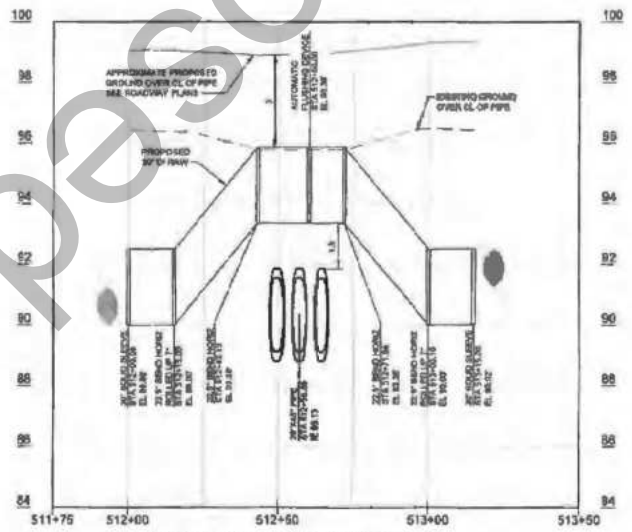
passed

MATCHLINE - SEE SHEET C-150



PLAN RAW WATER RELOCATION



PROFILE RAW WATER RELOCATION

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (CALCULATE FOR DEAD END CONDITIONS) OR FRONGHOND RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2021 EDITION)
2. ALL NEW PIPING AND DEMAND PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2021 EDITION)
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN MANHOLES TO PROPOSED GRADES PER GRADING ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWN PERIODS AND RESIDUAL OUTAGES
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS
7. FOR RAW WATER BYPASS SEGMENTS: CONTRACTOR SHALL UTILIZE AN 8-HOUR SHUTDOWN PERIOD (COORDINATED WITH TOHO OPERATIONS) TO CONSTRUCT TIE-INS. CONTRACTOR MAY UTILIZE MULTIPLE TRAINS AND A TRAINED TESTING AND CLEARANCE APPROACH; HOWEVER ALL BYPASS SEGMENTS MUST BE INITIALLED, CLEANED, FLUSHED, DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, FDEP RULES/REGULATIONS AND TOHO REQUIREMENTS.
8. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE HARLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO I-4/ CR532 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
9. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED

SCALE: VERT: 1" = 4'

pasoprod

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201 East Pine Street, Suite 1000
Orlando, Florida 32801

DATE:

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RAW WATER RELOCATION
STA 512+00-513+15

Project No:	200-69485-22010
Designed By:	J.WALLACE
Drawn By:	S.THOMASSY
Checked By:	J.WALLACE

C-152

For Milestone 1 only

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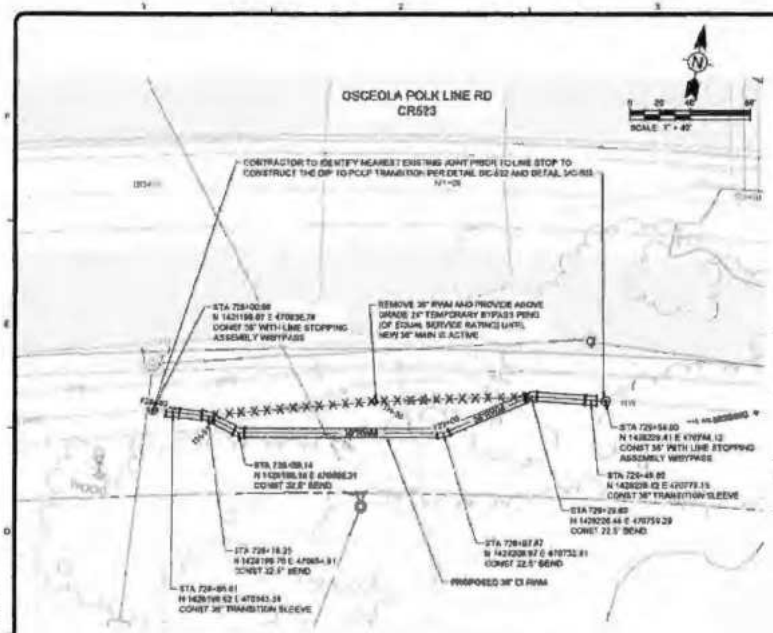
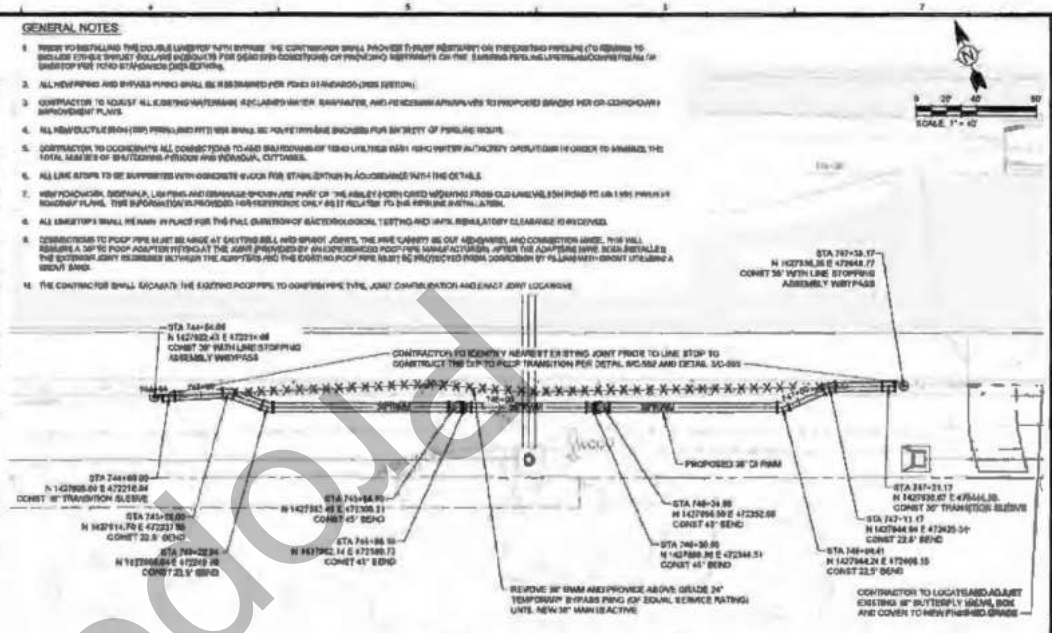
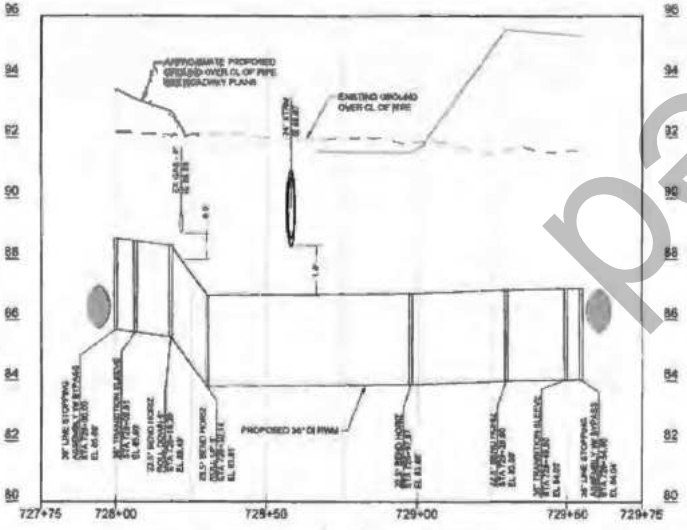


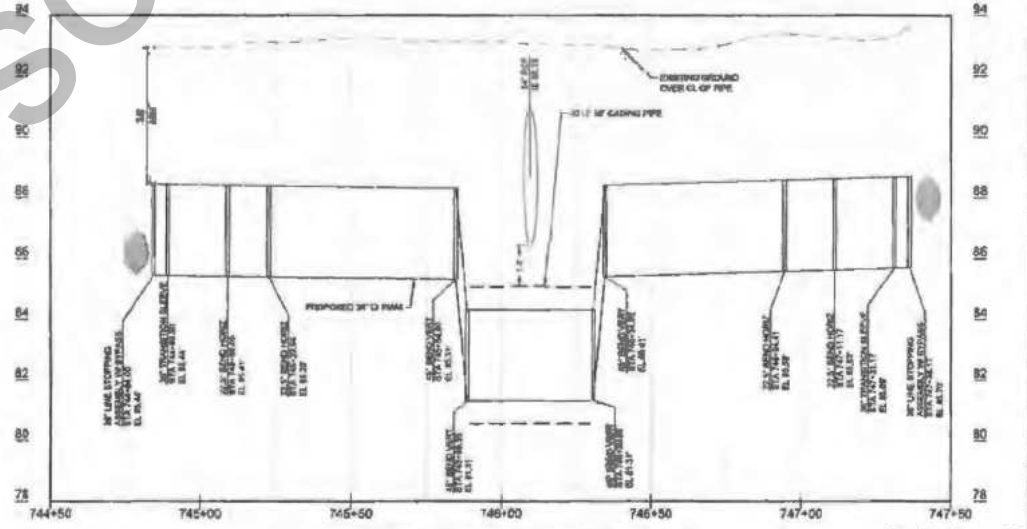
PLAN RECLAIMED WATER RELOCATION



PLAN RECLAIMED WATER RELOCATION



PROFILE RECLAIMED WATER RELOCATION



PROFILE RECLAIMED WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE TEMPORARY RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN TO BE ABLE EITHER SIDE OF THE LINE STOP ASSEMBLY) FOR DEAD END CONDITIONS OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF THE LINESTOP PIPE TO BE STATIONED (SEE SECTION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER PCWA STANDARDS (SEE SECTION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAINWATER, AND REINFORCEMENT APPURTENANCES TO PROPOSED GRADES PER GRADING/DRAINAGE IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR SAFETY OF PIPELINE ISOLATE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TEMPORARY UTILITIES (SEE) (SEE) WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS, PERIODS AND DURATIONS, OUTDOORS.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE CRADLE FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWAY, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE ASHLEY FARM CARD WIDENING FROM OLD LAKE WALES ROAD TO US 17/92. PARCELS ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND WATER REGULATORY CLEARANCE IS RECEIVED.
9. CONNECTIONS TO PCCP PIPE MUST BE MADE AT EXISTING BELL AND SPIGOT JOINTS. THE PIPE CANNOT BE CUT AS CHANNEL AND CONNECTION MADE. THIS WILL REQUIRE A 36"PC POOP ADAPTER FITTING AT THE JOINT PROVIDED BY AN EXPERIENCED POOP PIPE MANUFACTURER. AFTER THE ADAPTER HAS BEEN INSTALLED THE EXTERIOR JOINT RUBBER BETWEEN THE ADAPTER AND THE EXISTING PCCP PIPE MUST BE PROTECTED FROM CORROSION BY FILLING WITH GROUT OR USING A GROUT BAND.
10. THE CONTRACTOR SHALL EXCAVATE THE EXISTING PCCP PIPE TO CONFIRM PIPE TYPE, JOINT CONFIGURATION AND EXACT JOINT LOCATIONS.

pesodoral

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Orlando, Florida 32801
Engineering Business Inc. 3438
DATE:

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
RECLAIMED WATER RELOCATION
STA 727+75 TO 747+50

Project No: 205-05-MIS-2016
Designed By: J.WALLACE
Drawn By: M.THOMASY
Checked By: J.WALLACE

C-160

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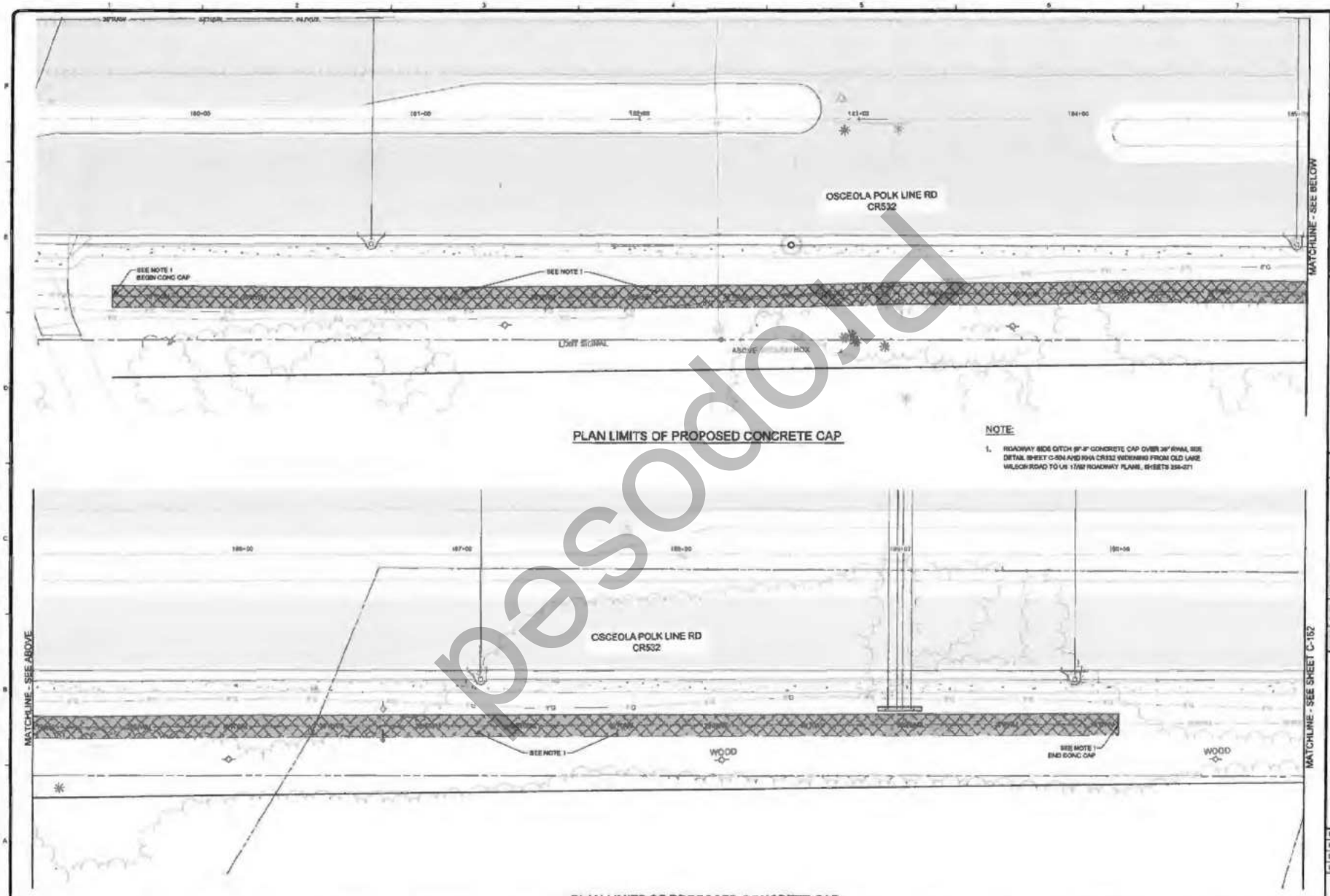


pasodo.id

TETRA TECH

100% DESIGN (UPDATED)

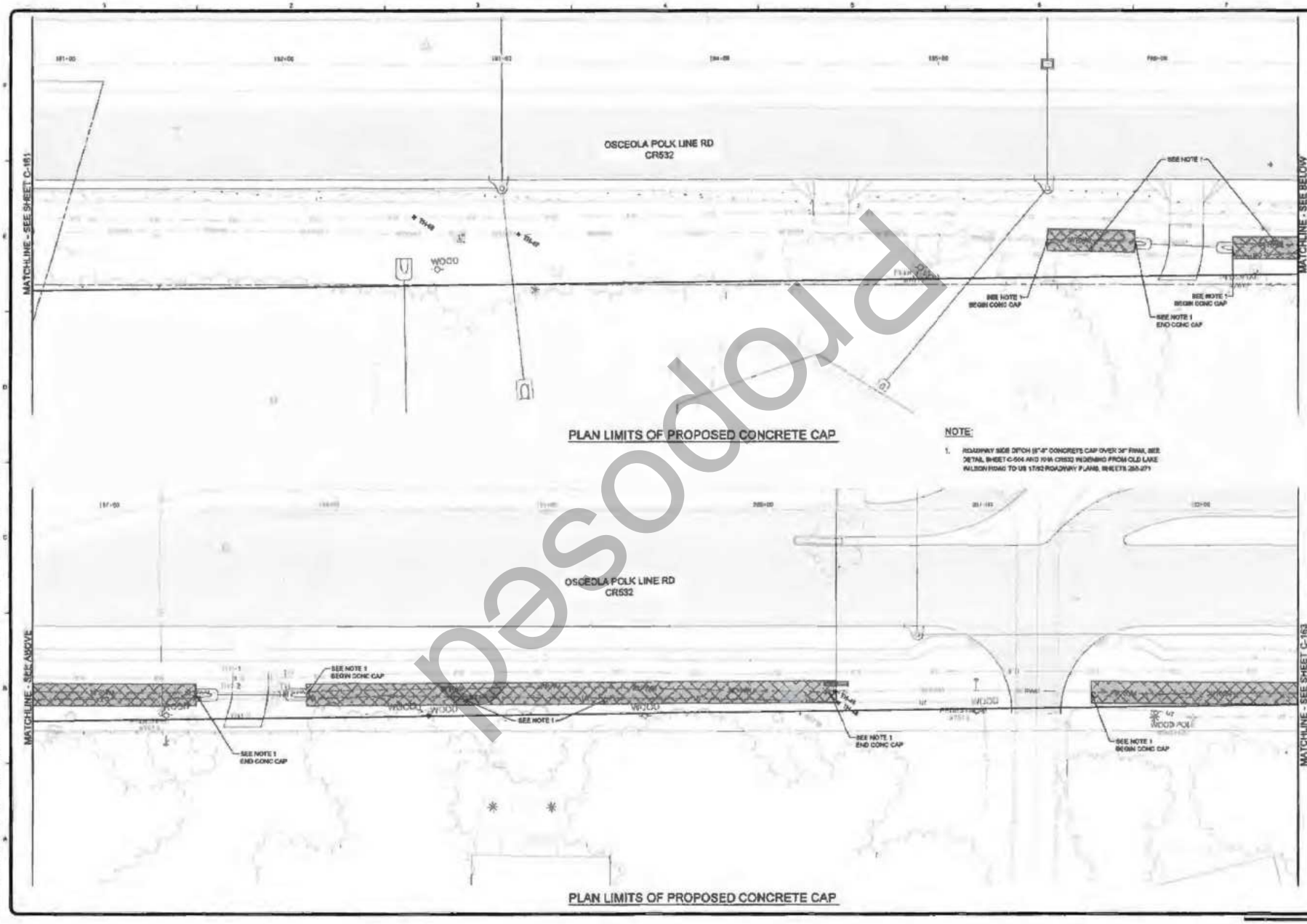
TOHO WATER AUTHORITY

CR532 UTILITY IMPROVEMENTS PROJECT

EXISTING 36" PCCP-RWM
LIMITS OF PROPOSED CONCRETE CAP
STA 178+25 TO 190+85

Project No: 760-0948-22 WW
Designed By: J.WALLACE
Drawn By: B.THOMAS
Checked By: J.WALLACE

C-161



pasodoro

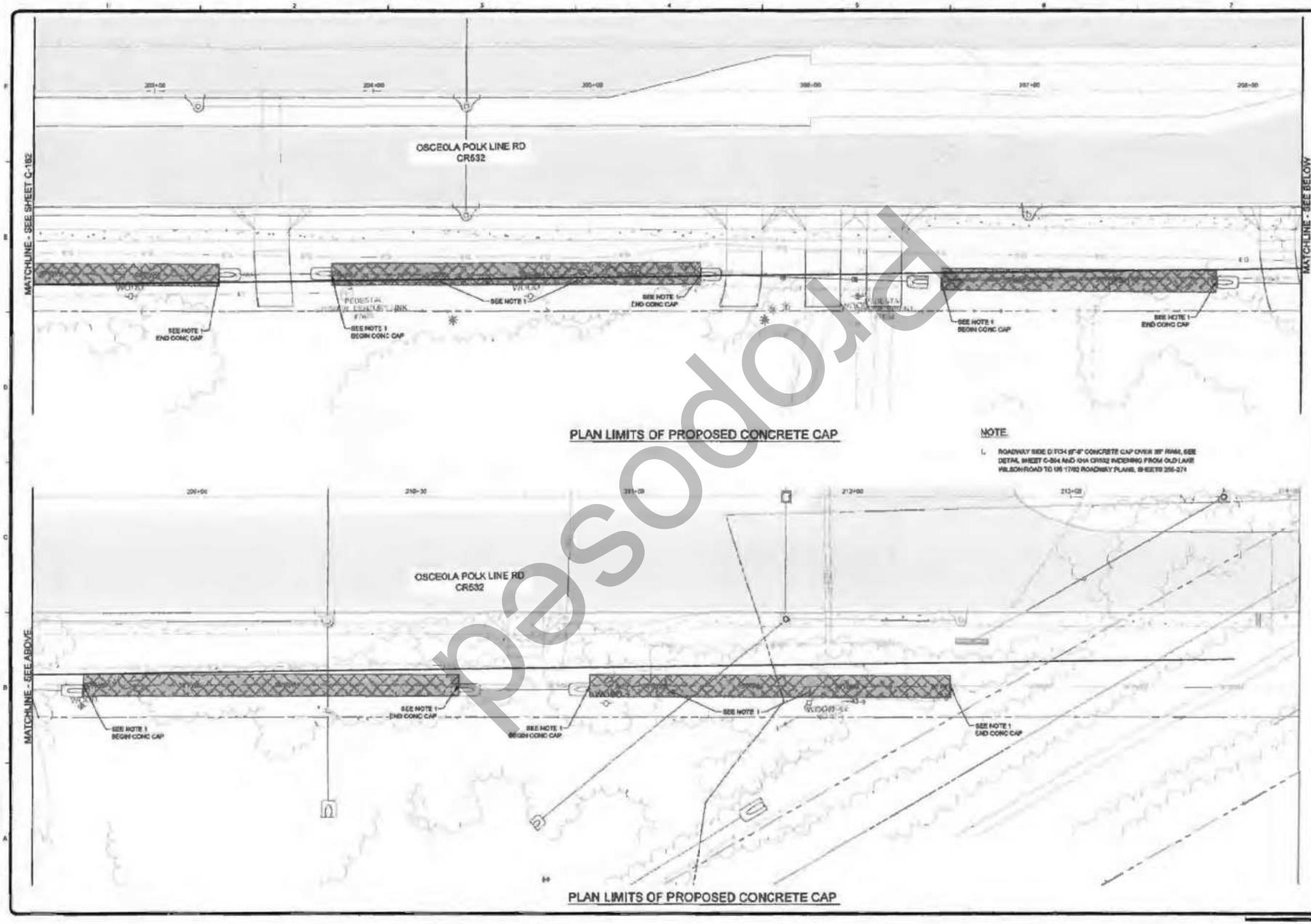
TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

EXISTING 36" PCCP-RVWM
LIMITS OF PROPOSED CONCRETE CAP
STA 190+85 TO 202+45

C-162



PLAN LIMITS OF PROPOSED CONCRETE CAP

NOTE

1. ROADWAY SIDE DITCH 6'-6" CONCRETE CAP OVER 36" RWM, SEE DETAIL SHEET C-304 AND 10A CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 ROADWAY PLANS, SHEETS 256-274

PLAN LIMITS OF PROPOSED CONCRETE CAP

pasodoja

TETRA TECH

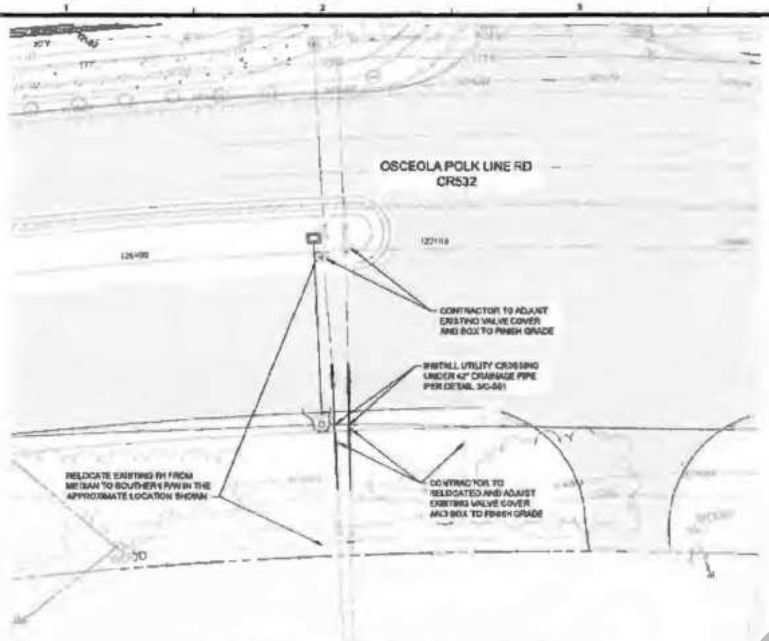
100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

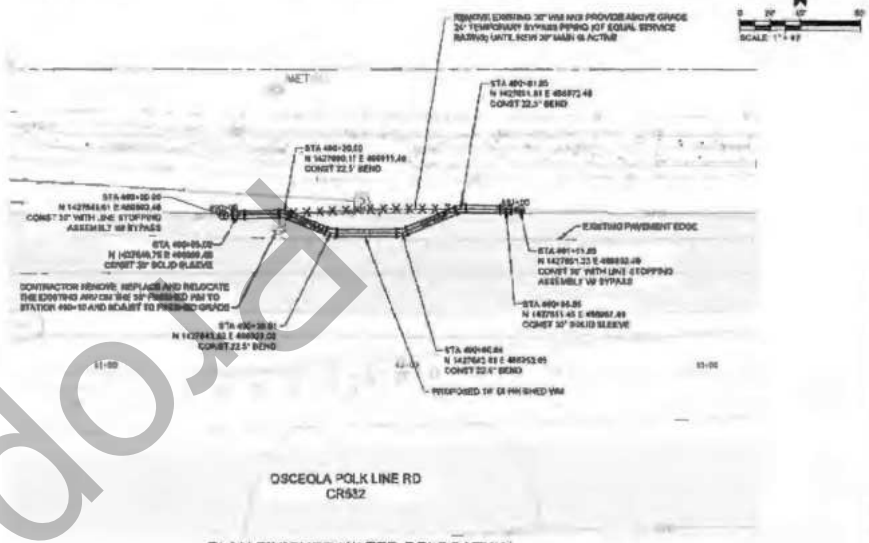
EXISTING 36" PCCP-RWM
LIMITS OF PROPOSED CONCRETE CAP
STA 202+45 TO 214+05

Designed By: JWALLACE
Drawn By: B.THOMASY
Checked By: JWALLACE

C-163



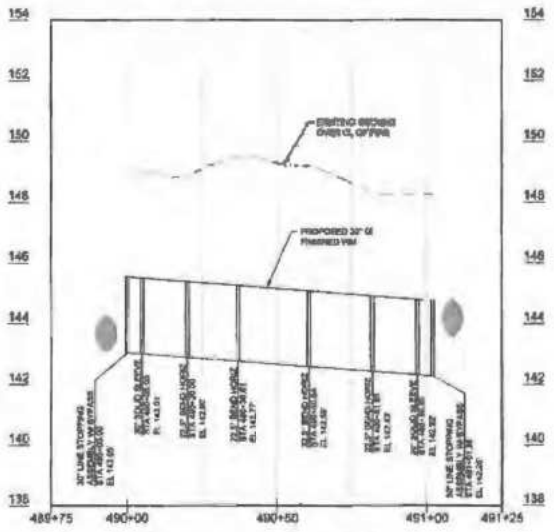
PLAN VALVE ADJUSTMENT AND CROSSING



PLAN FINISHED WATER RELOCATION

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2021 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2021 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DI) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE WESLEY HORN CR531 WIDENING FROM OLD LAKE WILSON ROAD TO US 192 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PROFILE FINISHED WATER RELOCATION

SCALE: VERT 1" = 4'

TETRA TECH

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FINISHED WATER RELOCATION
STA 489+75 TO 491+25

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

Project No. 200-05976-20016
Designed By: J WALLACE
Drawn By: B.THOMASY
Checked By: J WALLACE

C-170

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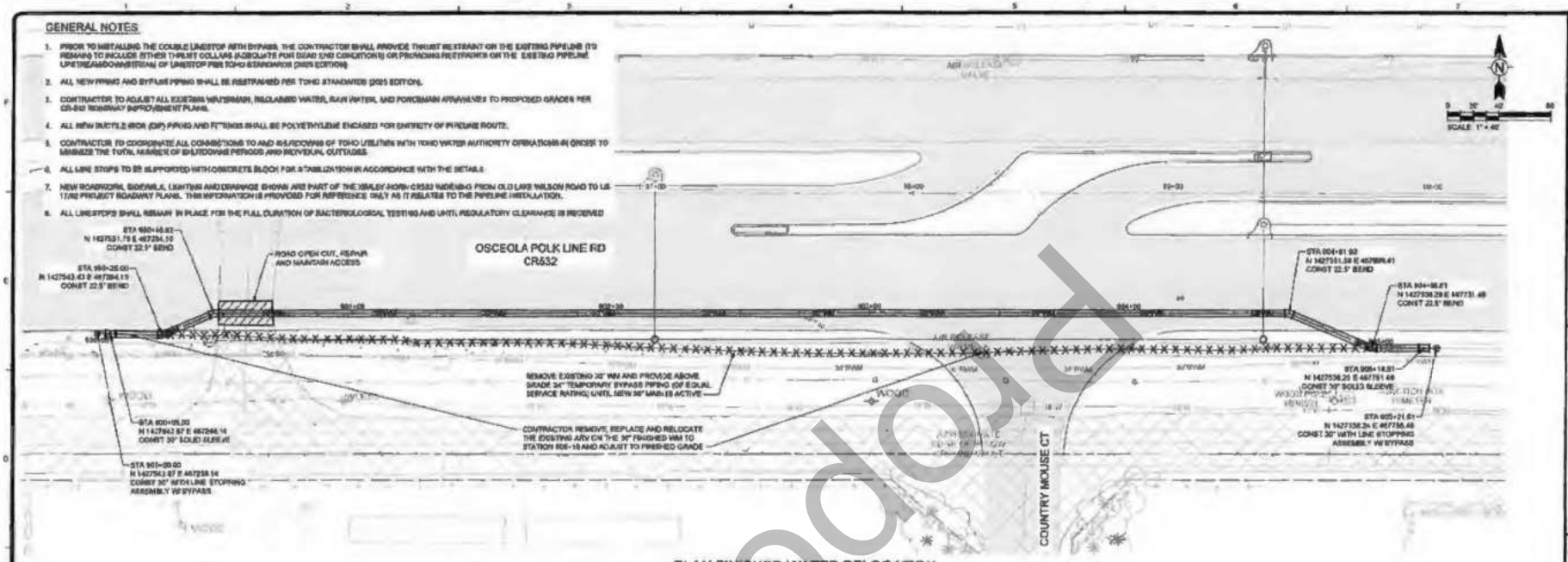
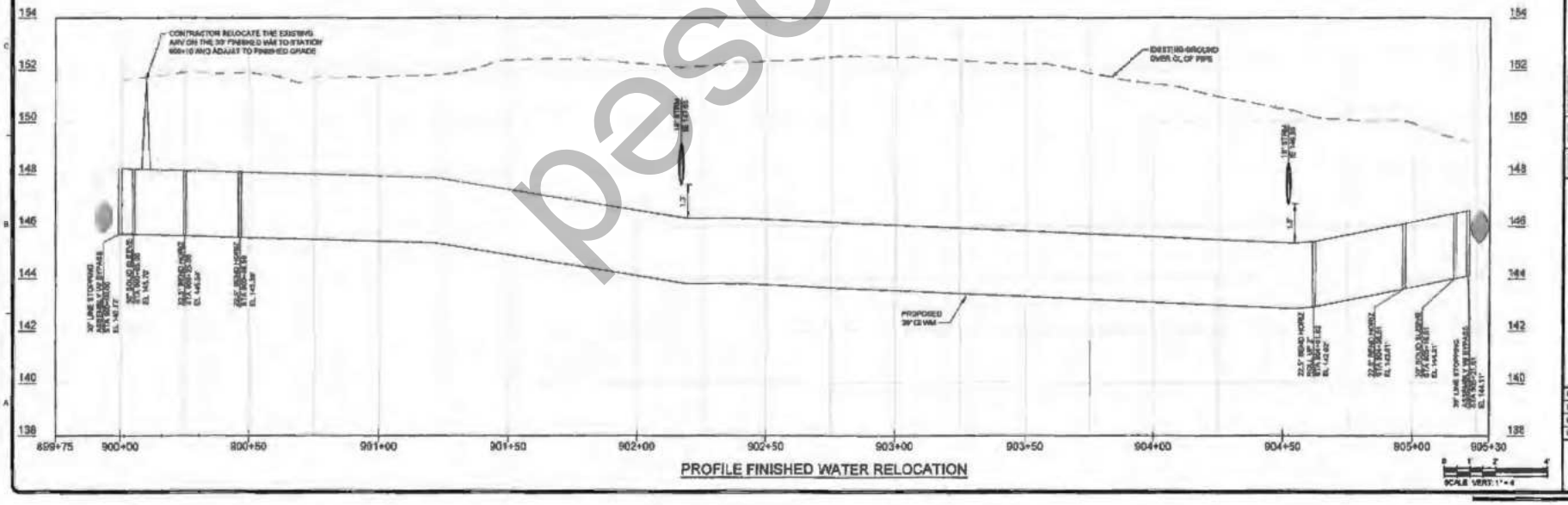
nsodoja

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ADEQUATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2025 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2025 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND ABANDONING OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KIMLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCE IS RECEIVED.



PLAN FINISHED WATER RELOCATION



PROFILE FINISHED WATER RELOCATION

pesodord

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201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2429
DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FINISHED WATER RELOCATION
STA 898+75 TO 905+30

Project No:	760-08805-222-19
Designed By:	J.WALLACE
Drawn By:	S.THOMAS
Checked By:	J.WALLACE

C-171

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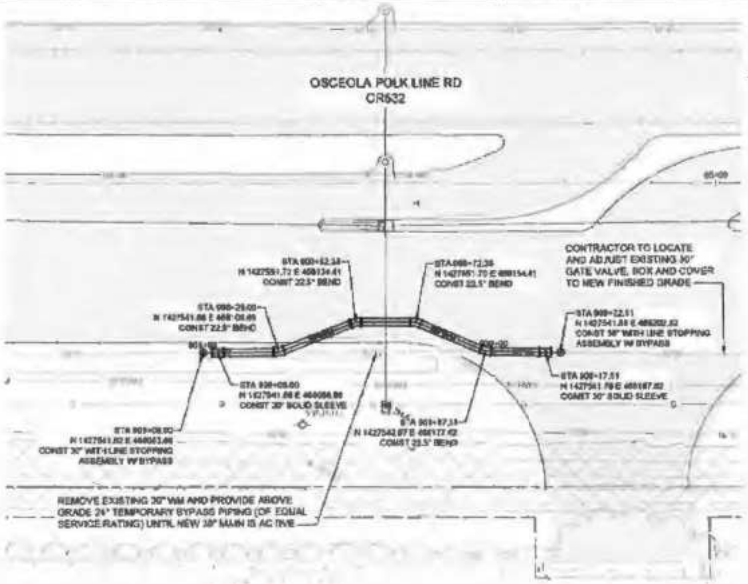
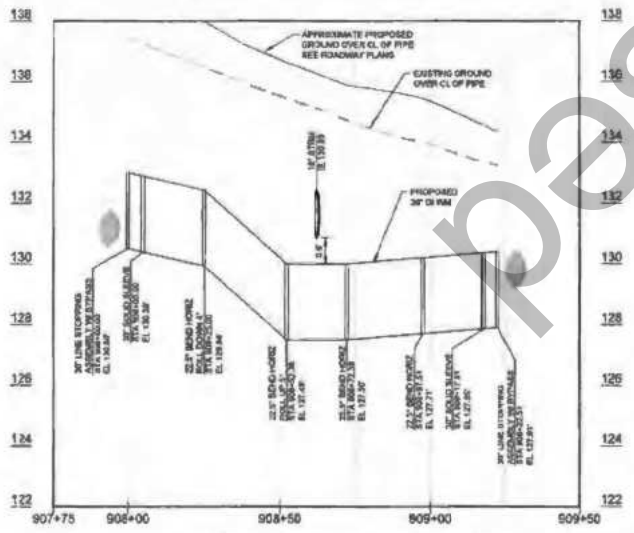
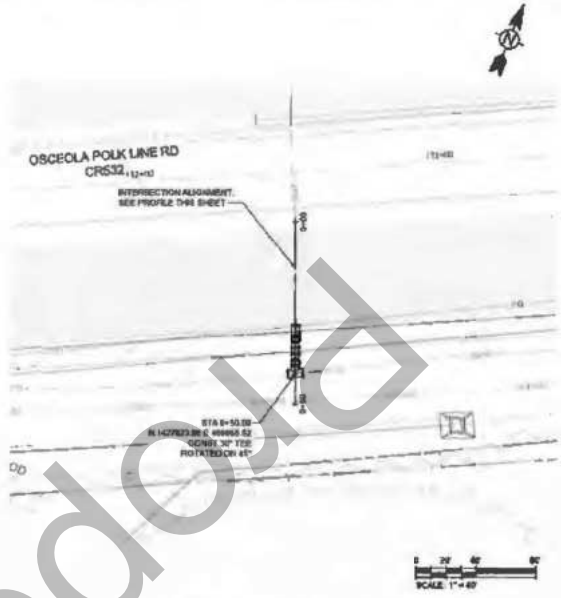


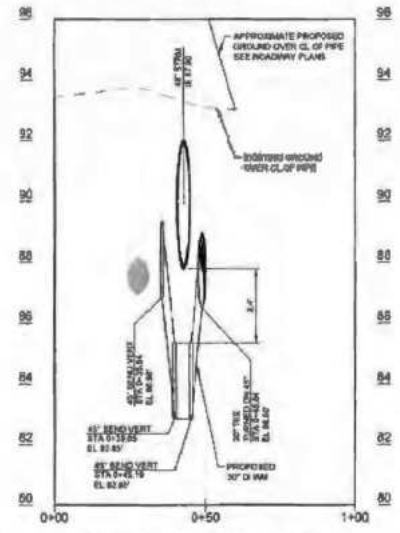
PLAN FINISHED WATER RELOCATION



PROFILE FINISHED WATER RELOCATION



PLAN FINISHED WATER RELOCATION



PROFILE FINISHED WATER RELOCATION

SCALE: VERT: 1" = 4'

GENERAL NOTES:

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP IN IN BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (ABSOLUTE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2023 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2023 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN APPURTENANCES TO PROPOSED GRADES PER CR-532 ROADWAY IMPROVEMENT PLANS.
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE.
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS REQUIRED AND INDIVIDUAL OUTAGES.
6. ALL LINE STOPS TO BE SUPPORTED WITH CONCRETE BLOCK FOR STABILIZATION IN ACCORDANCE WITH THE DETAILS.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE HARLEY-HORN CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.
8. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF BACTERIOLOGICAL TESTING AND UNTIL REGULATORY CLEARANCES RECEIVED.
9. SEE TOHO RECORD DRAWING "SOUTHWEST WATER TREATMENT PLANT RAW AND FINISHED WATER PIPELINES" DATED APRIL 30, 2004 FOR LOCATIONS OF FOUR (4) ISOLATION VALVES ON THE 24"/20" FINISHED WATER MAIN (LOCATION TO BE UTILIZED FOR TEMPORARY SHUT-DOWN TO ACCOMPLISH THE UTILITY ADJUSTMENT SHOWN AT ROADWAY STA 1120+00 ON THE RIGHT PANEL, OF THIS SHEET. THE CONTRACTOR SHALL MINIMIZE THE OUTAGE OF THIS PIPELINE, UTILIZING THE VALVING ARRANGEMENT TO COMPLETE THE INSTALLATION, FLUSHING AND PRESSURE TESTING IN ONE 8-HOUR WINDOW.

TETRA TECH

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

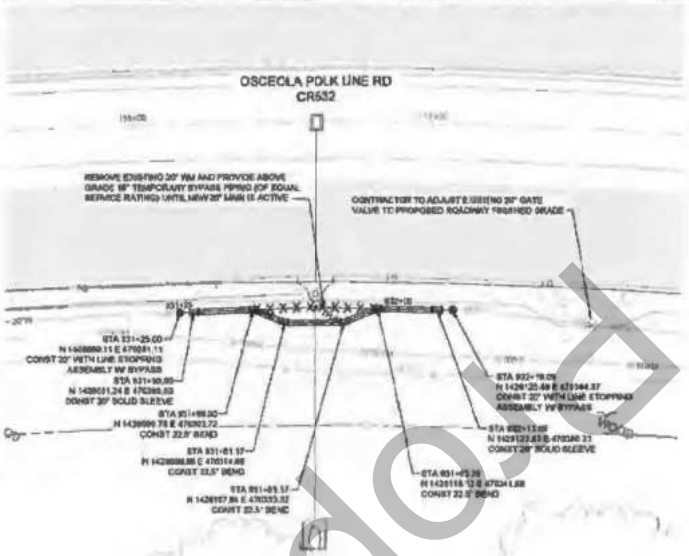
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FINISHED WATER RELOCATION
STA 907+75 TO 921+00

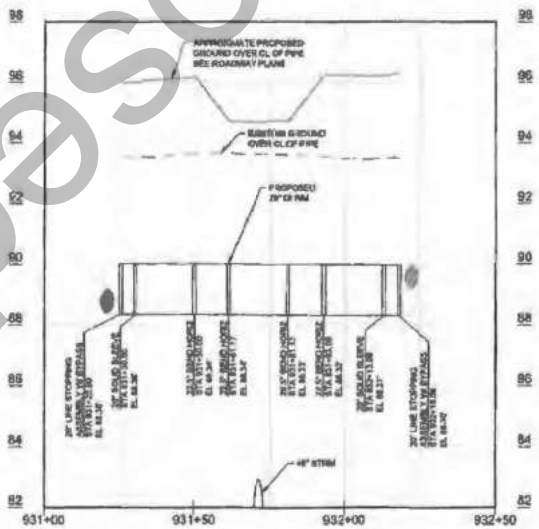
Project No:	200498-022000
Designed By:	J.WALLACE
Drawn By:	S.TYTONAKIS
Checked By:	J.WALLACE

C-172

pasodold



PLAN FINISHED WATER RELOCATION



PROFILE FINISHED WATER RELOCATION

GENERAL NOTES

1. PRIOR TO INSTALLING THE DOUBLE LINESTOP WITH BYPASS, THE CONTRACTOR SHALL PROVIDE THRUST RESTRAINT ON THE EXISTING PIPELINE (TO REMAIN) TO INCLUDE EITHER THRUST COLLARS (DESIGNATE FOR DEAD END CONDITIONS) OR PROVIDING RESTRAINTS ON THE EXISTING PIPELINE UPSTREAM/DOWNSTREAM OF LINESTOP PER TOHO STANDARDS (2020 EDITION).
2. ALL NEW PIPING AND BYPASS PIPING SHALL BE RESTRAINED PER TOHO STANDARDS (2020 EDITION).
3. CONTRACTOR TO ADJUST ALL EXISTING WATERMAIN, RECLAIMED WATER, RAW WATER, AND FORCEMAIN AIR/VALVES TO PROPOSED GRADES PER CR 532 ROADWAY IMPROVEMENT PLANS
4. ALL NEW DUCTILE IRON (DIP) PIPING AND FITTINGS SHALL BE POLYETHYLENE ENCASED FOR ENTIRETY OF PIPELINE ROUTE
5. CONTRACTOR TO COORDINATE ALL CONNECTIONS TO AND SHUTDOWNS OF TOHO UTILITIES WITH TOHO WATER AUTHORITY OPERATIONS IN ORDER TO MINIMIZE THE TOTAL NUMBER OF SHUTDOWNS PERIODS AND INDIVIDUAL OUTTAGES.
6. ALL LINESTOPS SHALL REMAIN IN PLACE FOR THE FULL DURATION OF MATERIALOGICAL TESTING AND UNTIL INSTALLATION IS ACCEPTED BY TOHO.
7. NEW ROADWORK, SIDEWALK, LIGHTING AND DRAINAGE SHOWN ARE PART OF THE KELLEY PARK CR532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT ROADWAY PLANS. THIS INFORMATION IS PROVIDED FOR REFERENCE ONLY AS IT RELATES TO THE PIPELINE INSTALLATION.

Proposed

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JAMES J. WALLACE, P.E.
P.E. No. 69866, P.E.
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2426

DATE

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

PLAN & PROFILE
FINISHED WATER RELOCATION
STA 931+00-932+50

Project No.	320-08466-22014
Designed By	J.WALLACE
Drawn By	B.THOMASY
Checked By	J.WALLACE

C-173

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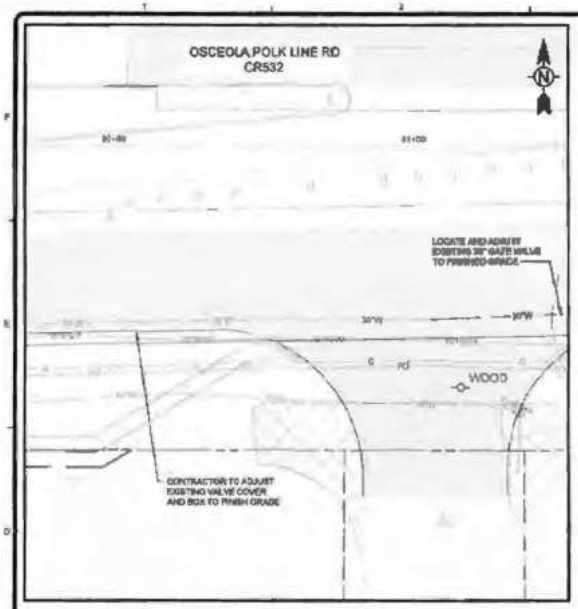

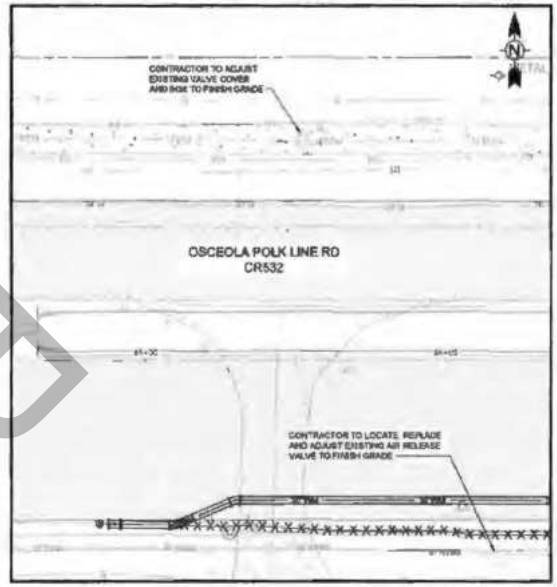

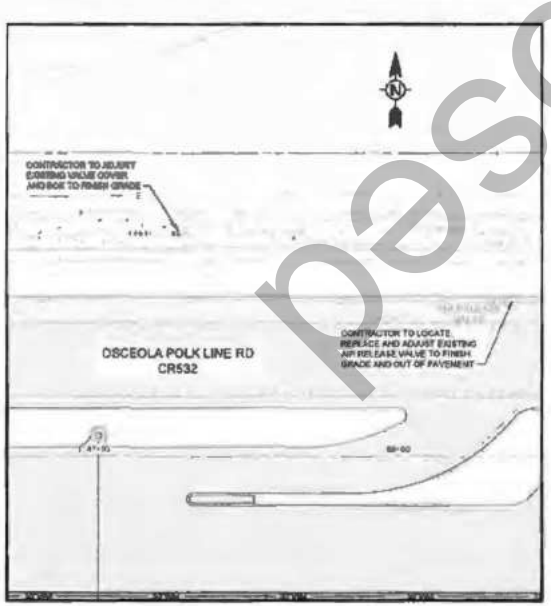

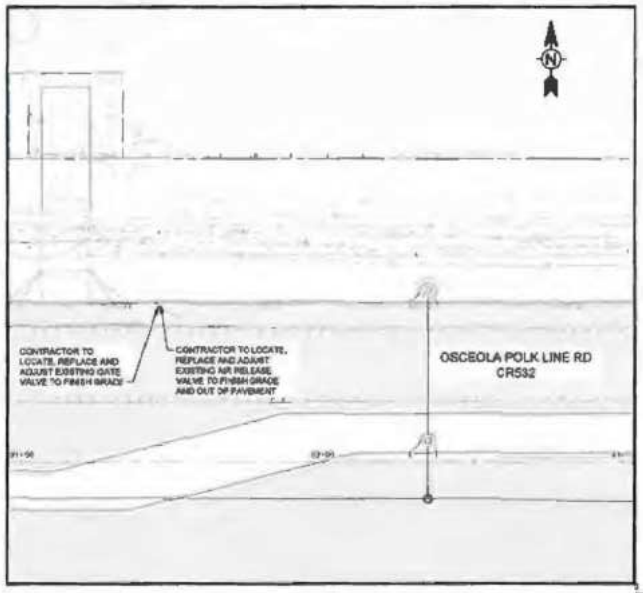

SCALE: 1" = 40'

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

EXISTING VALVE ADJUSTMENT

Project No.: 200-09999-22016
Designed By: J.WALLACE
Drawn By: E.THOMASEY
Checked By: J.WALLACE

C-180

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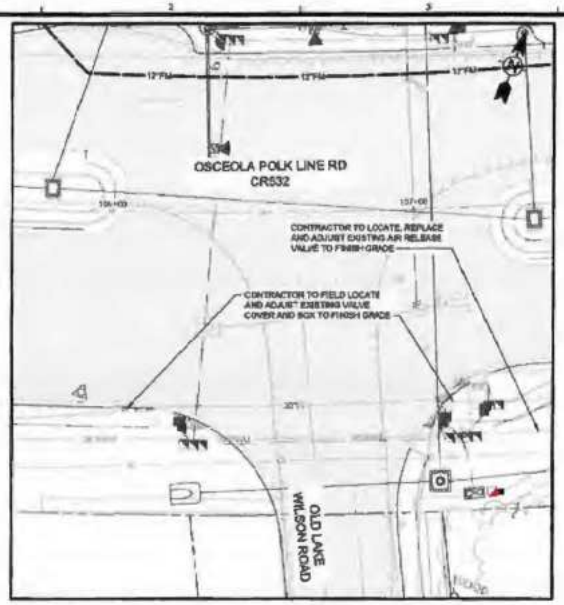
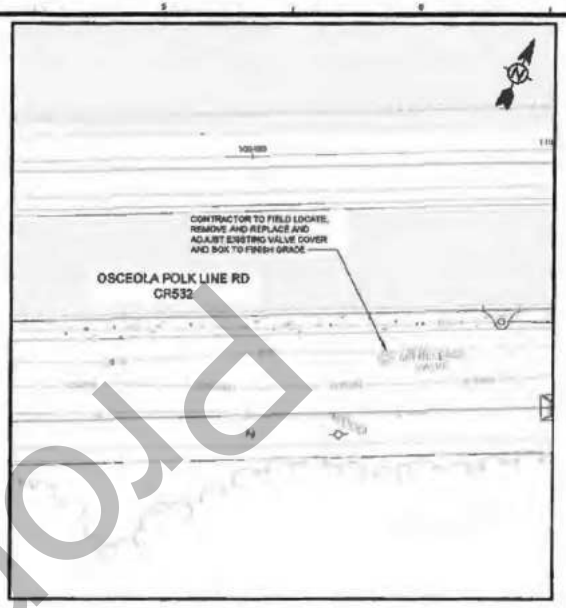
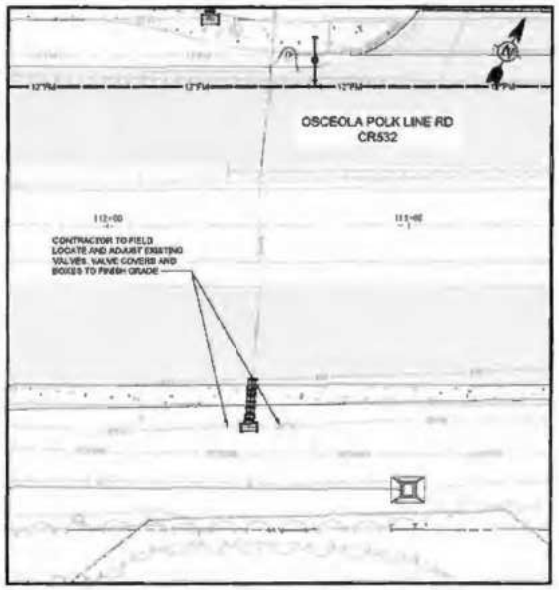
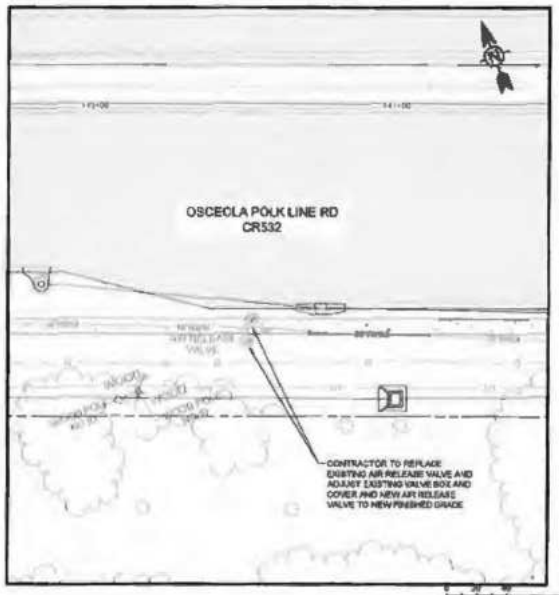
pasodoid









Proposed

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Jaimie J. Wallace, P.E.
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Orlando, FL 32801
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DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

EXISTING VALVE ADJUSTMENT

Project No.	350-GM99-22019
Designed By	JWALLACE
Drawn By	B.THOMAEY
Checked By	JWALLACE

C-181

Bar Measures 1 inch

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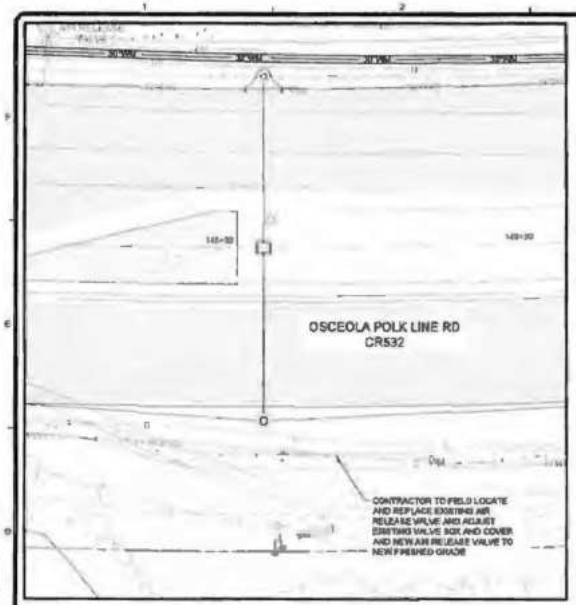
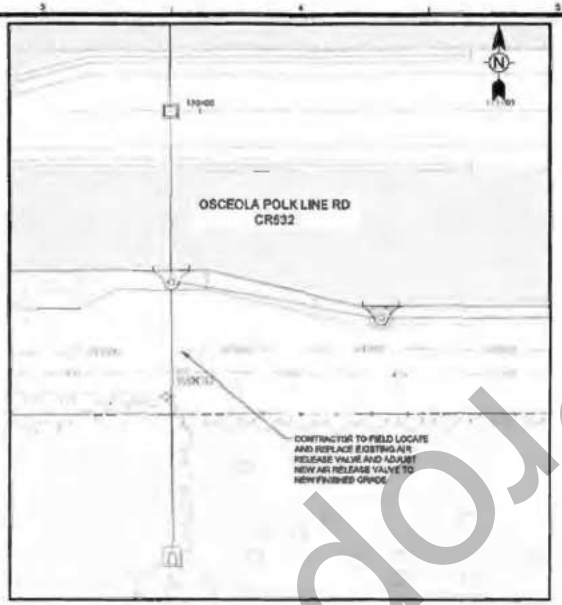
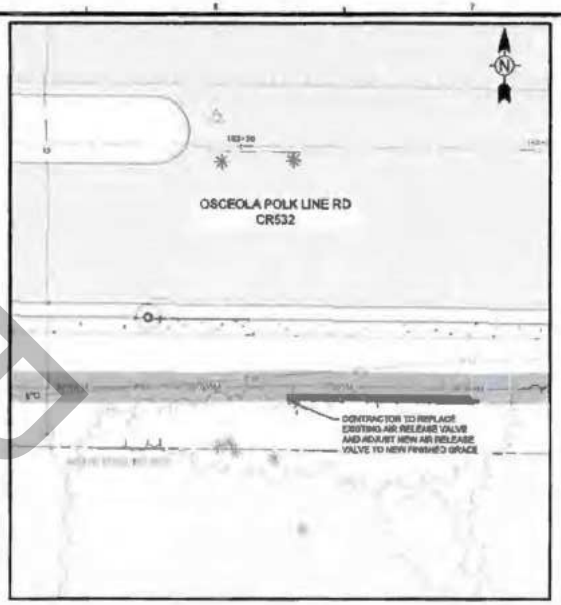






SCALE: 1" = 40'

TETRA TECH

100% DESIGN (UPDATED)

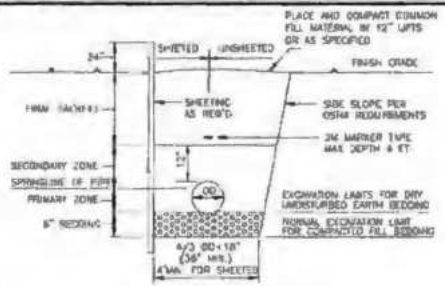
TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

EXISTING VALVE ADJUSTMENT

C-182

pesodoja

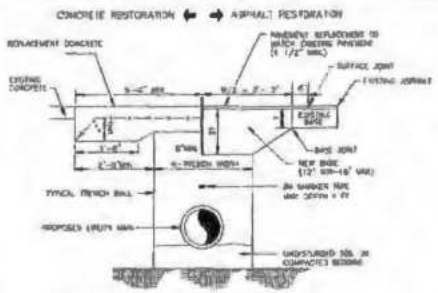
TYPICAL PIPE TRENCH SECTION



TYPICAL PIPE TRENCH SECTION TOHO-14

1 DETAIL
SCALE: NTS

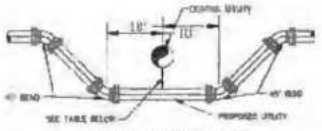
OPEN CUT DETAIL



OPEN CUT DETAIL TOHO-15

2 DETAIL
SCALE: NTS

PIPING CLEARANCE



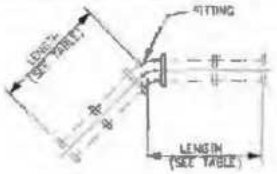
UTILITY CROSSING DETAIL

PROPOSED UTILITY	MINIMUM HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS							
	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY & F.M.)		STORM DRAIN	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.
POTABLE WATER	3'	6"	3'	12"	6' W/LINED MP PIPE/MH'S	18"	4'	12"
RECLAIMED WATER	3'	12"	3'	6"	5'	18"	3'	6"
SANITARY SEWER	6' ALLOWED 10' PREFERRED	12"	5'	N/A	3'	6"	3'	6"

PIPING CLEARANCES TOHO-18

3 DETAIL
SCALE: NTS

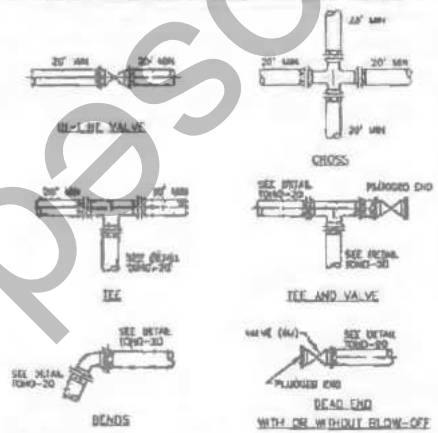
RESTRAINED JOINT TABLE



RESTRAINED JOINT TABLE TOHO-20

4 DETAIL
SCALE: NTS

THRUST RESTRAINT



THRUST RESTRAINT TOHO-19

5 DETAIL
SCALE: NTS

pasodod

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Jerrold J. Wallace, P.E. P.E. No. 69808 FL
201 East Pine Street, Suite 1000 Orlando, FL 32801 Engineering Business No. 2420

DATE

100% DESIGN (UPDATED)

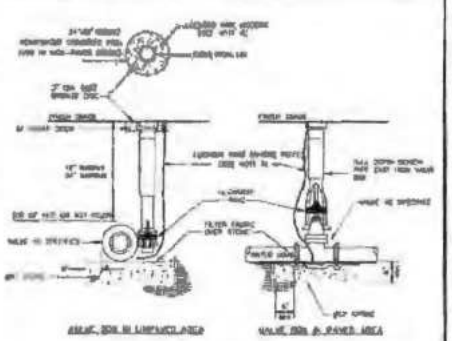
Mark	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
DETAILS

Project No.	750-69808-22018
Designed By:	J.WALLACE
Drawn By:	N.THOMASY
Checked By:	J.WALLACE

C-501

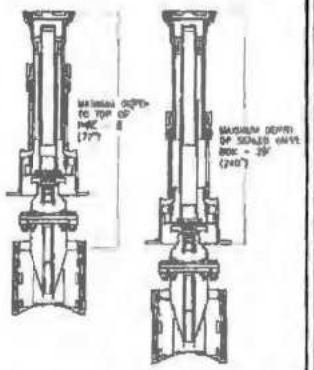
VALVE AND BOX



TOHO-17

1 DETAIL
SCALE: NTS

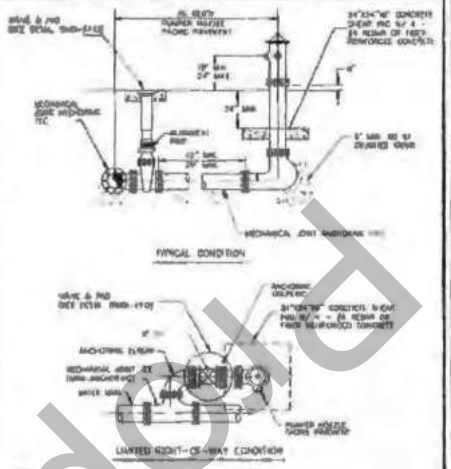
SEALED VALVE BOX, ADJUSTABLE



TOHO-17.1

2 DETAIL
SCALE: NTS

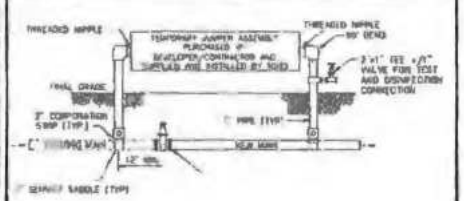
FIRE HYDRANT DETAIL



TOHO-28

3 DETAIL
SCALE: NTS

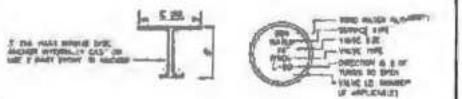
TEMPORARY JUMPER CONNECTION



TOHO-39

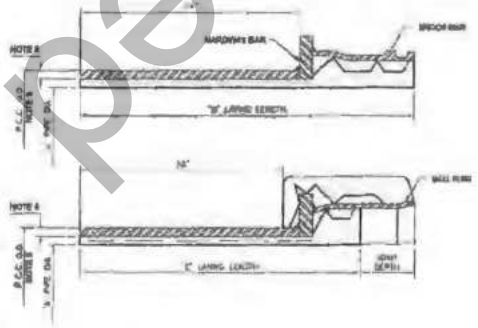
4 DETAIL
SCALE: NTS

VALVE ID TAG DETAIL



5 DETAIL
SCALE: NTS

16"-36" L391 & 24"-36" E301 STANDARD JOINT x P.C.C. ADAPTER



ø	JOINT DEPTH	LAYING LENGTH B	LAYING LENGTH C	P.C.C. O.D.
16"	3 1/4"	2.54"	2.21"	17.40"
18"	3 1/4"	2.54"	2.21"	19.50"
20"	3 1/4"	2.54"	2.21"	21.60"
24"	3 1/4"	2.54"	2.21"	25.82"
30"	3 1/4"	2.56	2.29	32.00"
36"	3 1/2"	2.66	2.25	38.30"

NOTES

1) APPLY WELDED WIRE REINFORCED MORTAR AS SHOWN
2) ALL EXPOSED STEEL PAINTED WITH PROTECTIVE COATING
3) PIPE & FITTINGS SUPPLIED SHALL MEET AWP 51 STANDARD
4) PIPE & FITTINGS SHALL BE MANUFACTURED IN A PLANT CERTIFIED FOR MANUFACTURE BY ADPPA.
5) DIAMETER AND ROUNDNESS TOLERANCES PER ANSI A21.51
6) WALL THICKNESS MEETS REQUIREMENTS FOR MECHANICAL JOINT MECHANICAL RESTRAINTS
7) CYLINDER & HARDWARE BAR MATERIAL ASTM A36 & COMPLIED W/ AWWA M9 MANUAL FOR CONCRETE PRESSURE PIPE
8) MAXIMUM WORKING PRESSURE 250 PSI
9) INTERIOR AND EXTERIOR COATING SHALL BE MINIMUM 12MIL STANDARD

4 DETAIL
SCALE: NTS

passed

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P.E. No. 65564, FL
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Florida Certificate of Authorization No. 3439
Engineering Business No. 3439
DATE

100% DESIGN (UPDATED)

MARK	DATE	DESCRIPTION	BY

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT
DETAILS

Project No.	200616537019
Designed By	J. WALLACE
Drawn By	B.THOMADY
Checked By	J.WALLACE

C-502

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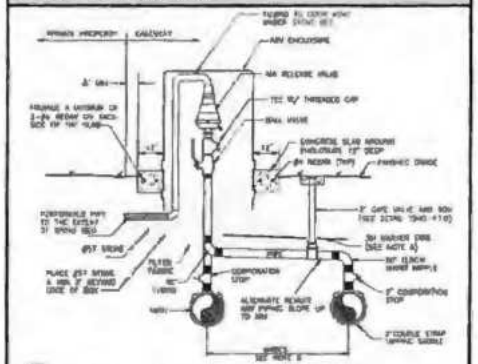
Bar Measures 1 Inch

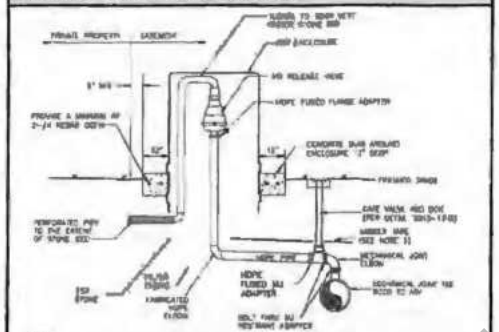
2" AIR RELEASE VALVE DETAIL



TOHC-18

1 DETAIL
SCALE: NTS

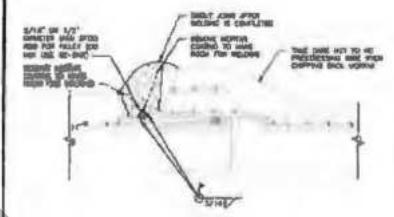
AIR RELEASE VALVE - 3" OR LARGER DETAIL



TOHD-18.1

2 DETAIL
SCALE: NTS

EXISTING PCCP JOINT RESTRAINT

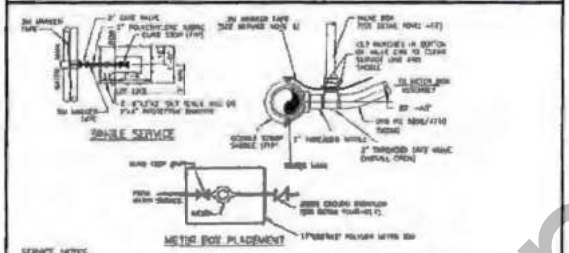


NOTES:

1. NEOPRENE GASKET OR HIGH QUALITY MIX OF SUFFICIENT PENETRATION TO DEVELOP THE STRENGTH OF THE STEEL CYLINDER.
2. TAPE MUST BE IMPERMEABLE.
3. FILLER ROD MUST BE SOLID, LOW-CARBON STEEL SUCH AS ASTM A36 OR HIGHER.
4. THE STEEL JOINT RINGS ARE FABRICATED FROM MILD, LOW CARBON STEEL.
5. BANK THE BELOW IN A SERIES OF 6" LONG SEGMENTS TO AVOID OVERHEATING THE RUBBER GASKET.
6. USE A LOW HYDROGEN WELDING ROD SUCH AS E6010 OR E6011
7. PIPE MOVEMENT MUST BE INSTALLED BY MANUFACTURER OR CONTRACTOR'S APPROVED EQUAL

3 DETAIL
SCALE: NTS

TYPICAL COMMERCIAL WATER SERVICE



SERVICE NOTES:

1. CURB VALVES SHALL BE RESILIENT WEDGE GATE VALVE, EPOXY COATED, FURNISHED MULTI AND SHOULD WITH 2" OPERATING NUT
2. CURB STOPS SHALL BE LOCKING TYPE, BRONZE BALL VALVE, NO LEAD ALLOWED.
3. A. INLETS SHALL BE MADE JOINT W/ FLARE TUBING RETAINER
   B. 1-1/2" AND 2" BUFFER SHALL BE 3 BOLT FLANGE METER CONNECTION
4. 1" AND 2" BUFFER SHALL BE DIRECT METER YOKE CONNECTION WITHOUT METER BOX
5. SERVICE LINE SHALL BE CONTINUOUS, NO FITTINGS ARE PERMITTED ON THE PIPE LINE BETWEEN THE CURB VALVE AND THE CURB STOP
6. NO CURB STOPS SHALL BE INSTALLED UNDER NO SUPERVISED SURFACE OR STRUCTURE
7. SERVICE TAPE SHALL BE A MINIMUM OF 6" FROM JOINTS, FITTINGS, OR OTHER TAPS ON THE MAIN
8. SERVICE TUBING SHALL BE POLYETHYLENE (PE) - GRADE 3408 FOR FITTINGS WATER, PURPLE FOR RECYCLE WATER
9. PLACE APPROVED 3M MARKER TAPE TO THE CURB STOP(S) ABOVE THE BOX (TO) TO THE MARKER TAPE OF THE MAIN
10. SERVICE LINES SHALL BE MARKED IN THE CURB OR SIDEWALK IMMEDIATELY ADJACENT TO PARKING SPACES WITH A 3" TALL "W" FOR WATER OR A 3" TALL "R" FOR RECLAIM. MARKS SHALL BE PAINTED BLUE FOR WATER PURPLE FOR RECLAIM
11. THIS DETAIL IS INTENDED FOR SINGLE 3" METER SERVICES ONLY. NO MORE THAN 1 METER, REGARDLESS OF SIZE, SHALL BE PLACED ON CONNECTIONS SERVICED BY THIS DETAIL

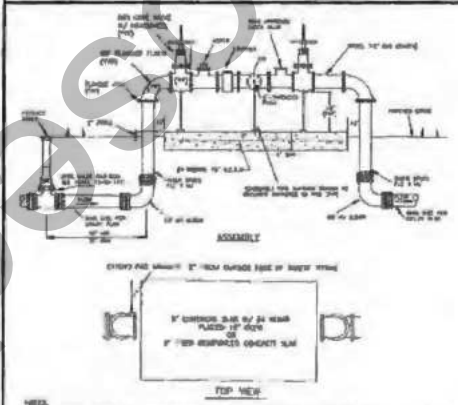
METER AND METER BOX PLACEMENT NOTES:

1. METERS 2" TO 3" ARE AND PER BY THE DEVELOPER AND INSTALLED BY TOHO
2. METER SERVICES, METERS LINERS, AND ALL ASSOCIATED APPURTENANCES ARE THE RESPONSIBILITY OF THE CONSTRUCTION AND/OR DEVELOPER
3. APPROVED BACKFLOW DEVICES ARE REQUIRED ON ALL COMMERCIAL SERVICES AND ARE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR DEVELOPER
   3.1. TYPES BACKFLOW DEVICES SHALL BE INSTALLED A MINIMUM OF 12" ABOVE THE 100 YEAR FLOOD LEVEL
   3.2. ANY BACKFLOW DEVICES SHALL BE INSTALLED A MINIMUM OF 12" ABOVE THE HIGHEST OUTLET.
   3.3. SEE DETAIL TOHD-03.1 THROUGH BACKFLOW ASSEMBLY FOR ADDITIONAL REQUIREMENTS.
4. CURB STOPS SHALL BE INSTALLED WITH THE OPERATING NUT FACING UP
5. NO PLANTINGS, STRUCTURES, OR OTHER PLACES, INCLUDING BUT NOT LIMITED TO TELECOM PEDESTALS, ELECTRICAL TRANSFORMERS OR POLES, ETC SHALL BE INSTALLED WITHIN 36" OF ANY SIDE OF THE METER BOX.
6. INSTALLER SHALL MAKE TWO HORIZONTAL AND VERTICAL MEASUREMENTS TO ASSIST INSTALLER AND TOHO
   6.1. METER SHALL BE APPROXIMATELY 7" BELOW FINISHED GRADE AND CENTERED IN THE BOX
   6.2. METER BOXES SHALL BE PERPENDICULAR TO THE CURB OR SIDEWALK
   6.3. TOP OF METER BOX SHALL BE FLUSH WITH FINISH GRADE
7. METER BOX LID SHALL BE SOLID PLASTIC WITH NO METAL ACCESS DOORS. BLACK FOR WATER, PURPLE FOR RECLAIM

4 DETAIL
SCALE: NTS

TOHO-02

3" - 10" REUSE WATER AND BACKFLOW ASSEMBLY



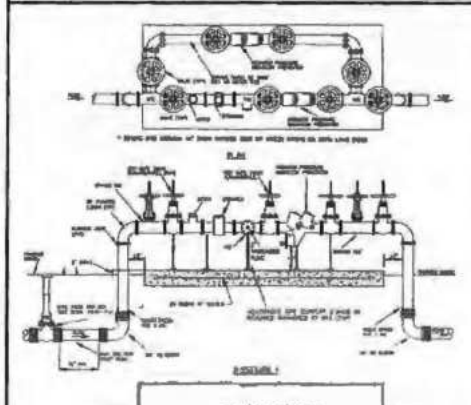
NOTES:

1. ALL FITTINGS INCLUDING BUT NOT LIMITED TO THE STRAINER, METER, CHECK VALVE, TEE, ETC. SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR CONTRACTOR TO PROVIDE AND INSTALL.
2. GALVANIZED PIPE, SCH 40, PIPE THREADED, OR PUSH JOINT FITTINGS ARE NOT ALLOWED.
3. PROTECTIVE BOLLARD(S) MAY BE REQUIRED AT THE DISCRETION OF TOHO.
4. MINIMUM 3 SPRINKLER 7' CLEARANCE AROUND ALL SIDES OF THE ASSEMBLY FREE OF PLANTINGS, STRUCTURES, OTHER UTILITIES, ETC.
5. 4" CIRCUITAL INJECTION IN WHERE THE CHECK VALVE SHALL BE REPLACED WITH A REDUCED PRESSURE ZONE (RPZ) BACKFLOW DEVICE OF THE OWNER'S EXPENSE
6. ALL ABOVE GROUND PIPING SHALL BE PAINTED PURPLE.
7. WHERE REUSE IS UNAVAILABLE AND THE SYSTEM IS ASSUMED TO POTABLE WATER.
   7.1. SEE TOHO-02.1 POTABLE REUSE JUMPER LAYOUT DETAIL FOR ADDITIONAL INFORMATION.
   7.2. PROVIDE A TEE BETWEEN THE ELBOW AND DA VARIOUS BOX (1'-0") ABOVE THE GROUND OF THE TEE SHALL BE PARALLEL TO THE GROUND AND SHALL FACE AWAY FROM THE HANDWHEEL FOR TRAINING.
   7.3. PROVIDE A REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTER ON THE BRANCH OF THE TEE.
   7.4. PAINT THE ABOVE GROUND PIPING UP TO AND INCLUDING THE RPZ BACKFLOW GATE AND ALL ABOVE GROUND PIPING DOWNSTREAM OF THE RPZ BACKFLOW PAINTED PURPLE.

5 DETAIL
SCALE: NTS

TOHO-22

3" - 10" POTABLE METER & BACKFLOW ASSEMBLY



NOTES:

1. ALL APPROVED WATER PIPINGS AND MOUNTINGS REQUIRED IN THE ASSEMBLY SHALL MATCH THE SIZE OF THE METER.
2. ALL FITTINGS INCLUDING BUT NOT LIMITED TO THE STRAINER, METER, CHECK VALVE, TEE, ETC. SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR CONTRACTOR TO PROVIDE AND INSTALL.
3. GALVANIZED PIPE, SCH 40, PIPE THREADED, OR PUSH JOINT FITTINGS ARE NOT ALLOWED. PROTECTIVE BOLLARD(S) MAY BE REQUIRED AT THE DISCRETION OF TOHO.
4. MAINTAIN A MINIMUM 3' CLEARANCE AROUND ALL SIDES OF THE ASSEMBLY FREE OF PLANTINGS, STRUCTURES, OTHER UTILITIES, ETC.

6 DETAIL
SCALE: NTS

TOHO-23

passed

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P.E. No. 66990, FL
201 East Pine Street, Suite 1000
Orlando, FL 32801
Engineering Business No. 2424

DATE

100% DESIGN
(UPDATED)

MARK	DATE	DESCRIPTION

TOHO WATER AUTHORITY
CR532 UTILITY IMPROVEMENTS PROJECT

DETAILS

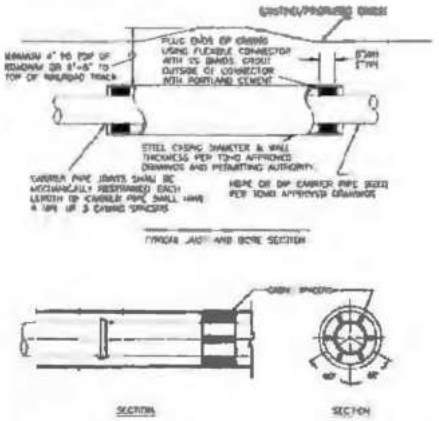
Project No:	700-08446-72016
Designed By:	J.WALLACE
Drawn By:	E.THOMASY
Checked By:	J.WALLACE

C-503

Bar Measures 1 Inch

Copyright Tetra Tech

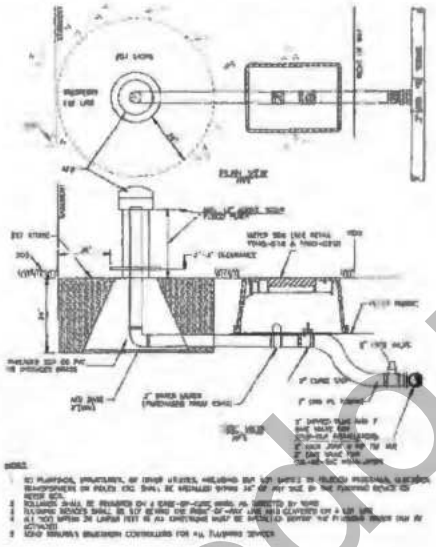
JACK AND BORE & CASING DETAIL



TOHO-21

1 DETAIL
SCALE: NTS

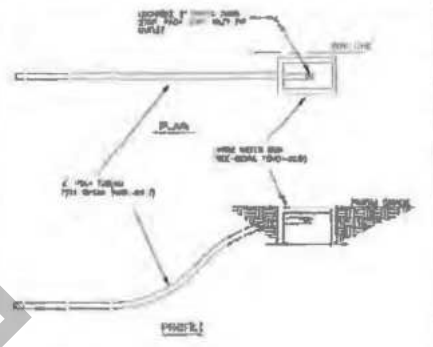
AUTOMATIC FLUSHING DEVICE DETAIL



TOHO-24

2 DETAIL
SCALE: NTS

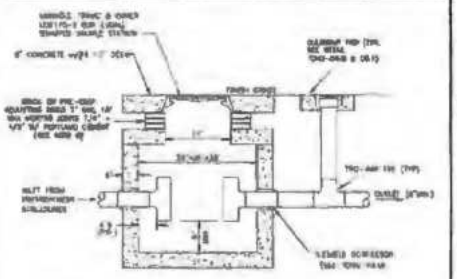
BLOWOFF DETAIL



TOHO-25

3 DETAIL
SCALE: NTS

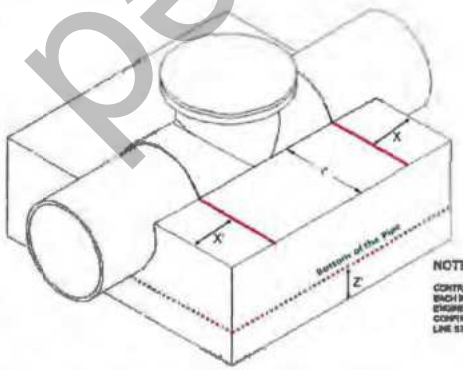
SAMPLE STATION



TOHO-13

4 DETAIL
SCALE: NTS

BASIC LINE STOP SUPPORT

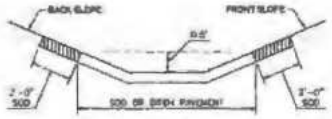


NOTE:

CONTRACTOR TO EVALUATE GROUND CONDITIONS IN EACH INDIVIDUAL INSTALLATION AND REQUIRE A DESIGN ENGINEER REGISTERED IN THE STATE OF FLORIDA TO CONFIRM FINAL DIMENSIONAL REQUIREMENTS FOR EACH LINE STOP SUPPORT

6 DETAIL
SCALE: NTS

ROADWAY SIDE DITCH - CONCRETE CAP REQUIREMENTS



NOTES:

1. CONCRETE REQUIRED FOR DITCH WHERE INDICATED ON SHEETS C-101 THROUGH C-103 DUE TO LACK OF COVER.
2. ROADWAY SIDE DITCH TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 524-001 AND KHA DRAWINGS "CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 (JAN 2009)"
3. CONCRETE SHALL BE 2,500 PSI COMPREHENSIVE STRENGTH.
4. CONCRETE TO BE 4" THICK ON BOTTOM WHEN OR ROOF RECLAIMED WATER MAIN DIRECTLY BELOW BOTTOM OTHERWISE BOTTOM AND SIDE SLAVE THICKNESS TO BE 6 INCHES.

5 DETAIL
SCALE: NTS

passed

TETRA TECH

100% DESIGN (UPDATED)

TOHO WATER AUTHORITY
CROSS UTILITY IMPROVEMENTS PROJECT
DETAILS

C-504

Exhibit "C"

Preliminary Construction Schedule

[See attached]

Proposed

Preliminary Construction Schedule

Project	Activity	Subset	2025												2026												2027											
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
538-235A	CR 532	Bidding																																				
		Roadway Construction (includes UWHC)																																				

Proposed

Exhibit "D"

Estimated Construction Budget
For Utility Project

[See attached]

Proposed

TOHOPEKALIGA WATER AUTHORITY
CR 532 UTILITY IMPROVEMENTS
OSCEOLA COUNTY

LOCATION:
WORK: CR 532 UTILITY IMPROVEMENTS - 100% Design (Bid Set - Updated)

DATE: 8/1/2025
PROJECT NO.: 200-08-000-22019
ESTIMATED: Ana Rosalind
CHECKED BY: Jeremy Wallace

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
	Force Main Relocations				
6	Furnish and Install 12" PVC FM	1100	LF	$ 180	$ 198,000
7	Furnish and Install 12" 45-deg Bends	9	EA	$ 2,500	$ 22,500
8	Furnish and Install 12" 11.25-deg Bends	6	EA	$ 2,000	$ 12,000
9	Remove and Dispose of Existing 12" PVC FM	1100	LF	$ 46	$ 50,600
10	12" DIP Solid Sleeve	5	EA	$ 2,400	$ 12,000
11	Furnish and Install 12" Line Stop with 10" Bypass Piping	5	EA	$ 20,000	$ 100,000
12	Road Open Cut, Repair and Maintain Access	1080	SY	$ 120	$ 129,600
13	Relocate and Adjust Valves to Final Grade	12	EA	$ 2,600	$ 31,200
14	Furnish and Install ARV	2	EA	$ 18,000	$ 36,000
15	Furnish and Install 6" PVC FM	25	LF	$ 80	$ 2,000
16	Furnish and Install 6"x12" Tee	2	EA	$ 4,000	$ 8,000
17	Furnish and Install 6" GV	2	EA	$ 3,500	$ 7,000
18	Furnish and Install 4" PVC FM	50	LF	$ 70	$ 3,500
19	Furnish and Install 4" 45-deg Bends	5	EA	$ 3,500	$ 17,500
Subtotal - CR 532 Force Main				**$**	**629,900**
	Water Main Construction				
20	Furnish and Install 30" DI WM	12000	LF	$ 625	$ 7,500,000
21	Furnish and Install 20" DI WM	30	LF	$ 400	$ 12,000
22	Furnish and Install 16" DI WM	70	LF	$ 200	$ 14,000
23	Furnish and Install 12" PVC WM	130	LF	$ 180	$ 23,400
24	Furnish and Install 8" PVC WM	220	LF	$ 95	$ 20,900
25	Furnish and Install 30" Carrier Pipe	240	LF	$ 400	$ 96,000
26	Furnish and Install 48" Casing via Jack and Bore (0.688" Thickness)	240	LF	$ 2,800	$ 672,000
27	Furnish and Install 48" Casing via Open Cut (0.500" Thickness)	50	LF	$ 1,500	$ 75,000
28	Furnish and Install 30" 11.25-deg Bends	20	EA	$ 8,640	$ 172,800
29	Furnish and Install 30" 45-deg Bends	36	EA	$ 9,960	$ 358,560
30	Furnish and Install 30" 90-deg Bends	4	EA	$ 10,500	$ 42,000
31	Furnish and Install 30" Cap	2	EA	$ 2,000	$ 4,000
32	Road Open Cut, Repair and Maintain Access	775	SY	$ 120	$ 93,000
33	Cut and Connect to Existing 30" WM	2	EA	$ 50,000	$ 100,000
34	Furnish and Install 30" GV	15	EA	$ 85,000	$ 1,275,000
35	Furnish and Install 20" GV	2	EA	$ 30,000	$ 60,000
36	Furnish and Install 16" GV	4	EA	$ 15,000	$ 60,000
37	Furnish and Install 12" GV	2	EA	$ 8,500	$ 17,000
38	Furnish and Install 8" GV	2	EA	$ 5,500	$ 11,000
39	Furnish and Install 30"x30" Tee	4	EA	$ 20,000	$ 80,000
40	Furnish and Install 30"x20" Tee	2	EA	$ 12,000	$ 24,000
41	Furnish and Install 30"x16" Tee	4	EA	$ 11,000	$ 44,000
42	Furnish and Install 20"x20" Tee	2	EA	$ 10,500	$ 21,000
43	Furnish and Install 30"x12" Tee	2	EA	$ 10,000	$ 20,000
44	Furnish and Install 30"x8" Tee	2	EA	$ 8,000	$ 16,000
45	Furnish and Install Automatic Flushing Device	11	EA	$ 5,000	$ 55,000
46	Furnish and Install 16" Cap with Flushing Valve	4	EA	$ 3,000	$ 12,000
47	Furnish and Install 12" Cap with Flushing Valve	3	EA	$ 2,800	$ 8,400
48	Furnish and Install 8" Cap with Flushing Valve	2	EA	$ 2,500	$ 5,000
49	Relocate Existing Backflow Assembly out of Sullivan Road	2	EA	$ 10,000	$ 20,000
50	Relocate Fire Hydrant	2	EA	$ 6,500	$ 13,000
51	Adjust Existing Valves to Final Grade (Replace ARVs)	25	EA	$ 5,000	$ 125,000
52	Furnish and Install 1" Sample Tap	14	EA	$ 1,000	$ 14,000
Subtotal - CR 532 Water Main				**$**	**11,064,060**
	Raw Water Relocations				
53	Furnish and Install 30" DI Raw	3600	LF	$ 625	$ 2,250,000
54	Furnish and Install 30" 22.5-deg Bends	80	EA	$ 9,240	$ 739,200
55	Furnish and Install 30" 45-deg Bends	12	EA	$ 9,960	$ 119,520
56	Remove and Dispose of Existing 30" RWM	3600	LF	$ 50	$ 180,000
57	Furnish and Install 30" Solid Sleeve	40	EA	$ 4,300	$ 172,000
58	Furnish and Install 48" Casing via Open Cut (0.500" Thickness)	50	LF	$ 1,500	$ 75,000
59	Road Open Cut, Repair and Maintain Access	600	SY	$ 120	$ 72,000

Proposed

	TOHOPEKALIGA WATER AUTHORITY			DATE:	8/8/2025
	CR 532 UTILITY IMPROVEMENTS			PROJECT NO.	200-018666-22019
LOCATION:	OSCEOLA COUNTY			ESTIMATOR:	Ana Rosabal
WORK:	CR 532 UTILITY IMPROVEMENTS - 100% Design (Bid Set - Updated)			CHECKED BY:	Jamey Wallace

60	Adjust Existing Valves to Final Grade (Replace ARVs)	20	EA	$	5,000	$	100,000
61	Furnish and Install Automatic Flushing Device	7	EA	$	5,000	$	35,000
Subtotal - CR 532 Raw Water				$			3,742,720
	Reclaimed Water Relocations						
62	Furnish and Install 36" DI Reclaimed WM	525	LF	$	900	$	472,500
63	Furnish and Install 36" 22.5-deg Bends	10	EA	$	12,600	$	126,000
64	Furnish and Install 36" 45-deg Bends	6	EA	$	13,200	$	79,200
65	Remove and Dispose of Existing 36" RWM	525	LF	$	60	$	31,500
66	Furnish and Install 36" Transition Sleeve	5	EA	$	9,750	$	48,750
67	Furnish and Install 36" Line Stop with 24" Bypass Piping	5	EA	$	125,000	$	625,000
68	Furnish and Install 54" Casing via Open Cut (0.500" Thickness)	50	LF	$	2,000	$	100,000
69	Adjust Existing Valves to Final Grade (Replace ARVs)	19	EA	$	5,000	$	95,000
70	Installation of Concrete Cap	1670	CY	$	255	$	425,850
Subtotal - CR 532 Reclaimed Water				$			2,003,800
	Finished Water Relocation						
71	Furnish and Install 30" DI Finished WM	880	LF	$	625	$	550,000
72	Furnish and Install 20" DI Finished WM	110	LF	$	450	$	49,500
73	Furnish and Install 8" PVC WM	50	LF	$	94	$	4,700
74	Furnish and Install 30" 22.5-deg Bends	14	EA	$	9,240	$	129,360
75	Furnish and Install 20" 22.5-deg Bends	5	EA	$	8,000	$	40,000
76	Furnish and Install 8" 45-deg Bends	5	EA	$	2,000	$	10,000
77	Furnish and Install 30" 45-deg Bends	4	EA	$	9,960	$	39,840
78	Remove and Dispose of Existing 30" Finished WM	880	LF	$	50	$	44,000
79	Remove and Dispose of Existing 20" Finished WM	108	LF	$	40	$	4,320
80	Furnish and Install 30" Solid Sleeve	7	EA	$	4,300	$	30,100
81	Furnish and Install 20" Solid Sleeve	5	EA	$	1,700	$	8,500
82	Furnish and Install 30" Line Stop with 24" Bypass Piping	7	EA	$	100,000	$	700,000
83	Furnish and Install 20" Line Stop with 16" Bypass Piping	3	EA	$	70,000	$	210,000
84	Road Open Cut, Repair and Maintain Access	60	SY	$	120	$	7,200
85	Adjust Valves to Final Grade (Replace ARVs)	2	EA	$	5,000	$	10,000
86	Furnish and Install 30"x30" Tee	2	EA	$	20,000	$	40,000
Subtotal - CR 532 Finished Water				$			1,877,520
					SUBTOTAL	$	19,318,000
GENERAL REQUIREMENTS							
1	Mobilization/Demobilization				5%	$	965,900
2	Maintenance of Traffic (Outside of the CFX Project Limits)				1%	$	193,200
3	Surveying, Layout, and Field Staking				1%	$	193,200
4	General Requirements				2%	$	386,400
5	Bonds and Insurance				2.5%	$	483,000
					SUBTOTAL	$	21,539,700

Notes:
1) Per linear foot unit costs includes cost of polyethylene encasement.

Proposed

"Construction Cost is = OPCC + 6% CFX/CEI = 21,539,700 + 1,292,382 = $22,832,082.00"- Jose E. Lamboy, Toho In-house PM.

Toho Water Authority

Bringing you life's most precious resource

DOCUMENT PROCESSING FORM

Date: 8/19/25 Requester Name: Jose Lamboy

Department: Engineering Services Extension:

Title of Document: APPROVAL 3-Party ILA for CR532 from US192 - Old Lake Wilson

Project Number: _____ Project Name: CR 532 from US 192 to Old Lake Wilson

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
☐ Sub-Metering Agreement	
☐ Lift Station Closing	
☐ Recoverable License Agreement	
☐ Notice of Satisfaction	☐ Customer Account Ledger attached
☐ Notice of Lien	☐ Letter to Customer re Lien Issue attached ☐ Customer Account Ledger attached ☐ Signed Promissory Note from Customer attached
☐ Developer Service Agreement	☐ DSA Checklist (signed) attached
☐ Other: _____	☐ List any required pre-actions/supporting information:
☑ BOARD DOCUMENTS (Board signatures required)	☑ Board Meeting Date: 8/20/25 Agenda Item # 7AC ☐ Board Already Delegated Authority? Date provided: _____
☐ HUMAN TRAFFICKING AFFIDAVIT – **Required** for Agreements and Contracts (check to confirm Affidavit is attached)	

Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.

Department Sign-Off: Robert Pelham

Legal Owner/Parcel ID checked:

General Counsel Sign-Off:

Step 4 - Actions Post CEO/Board Signature

☑ Attest/Notary Required

☐ Executed Document to Legal for Recording (including ILAs):- ☐ Osceola ☐ Orange ☐ Polk

☐ CEO-signed document Received for Recording:-_____ Sent for Recording:- _____

☐ Scan to Laserfiche & Notify Requestor

☐ Return to Requestor

Requestor Notes:	Legal Admin Notes:
3 copies (1 for each party) *Exhibit B Copy of plans available electronically	

Proposed

Board Meeting Date: 8/20/2025

Category: Consent Agenda **Agenda Item:** **7AC**

Department: Engineering Services

Attachments:
3-Party Interlocal Agreement, Exhibits B, C, & D, location map, Financial Summary,

Title:
APPROVAL OF A THREE PARTY INTERLOCAL AGREEMENT BETWEEN TOHO WATER AUTHORITY, OSCEOLA COUNTY AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY FOR THE COUNTY ROAD 532 FROM US 17-92 TO OLD LAKE WILSON ROAD CONSTRUCTION IMPROVEMENTS PROJECT.

Summary:

The Assets and Infrastructure Department is requesting the Board to approve and execute a Three-Party Interlocal Agreement (ILA) between Osceola County, Florida, Central Florida Expressway Authority and Tohopekaliga Water Authority for the Country Road 532 from US 17-92 to Old Lake Wilson Road project. The Board is also requested to approve a separate bid contingency not included in the ILA.

The Central Florida Expressway Authority is proposing roadway improvements along Country Road CR532 from US 17-92 to Old Lake Wilson Road. Toho is proposing utility improvements and relocations in conjunction with the roadway improvements to avoid conflicts. The project also includes a Cypress Lake Alternative Water Supply distribution main, a portion of the cost of the main will be reimbursed to Toho by Orange and Polk Counties.

Proposed

Cost:

Total Authorized to Date: $0
This Approval Cost: $27,140,022.00
Cumulative Total: $27,140,022.00

The approximate cost to be reimbursed to Toho for the Cypress Lake Alternative Water Supply water main is $8,200,000.00.

Background:

CFX is planning roadway improvements in Osceola County right of way that requires Toho to relocate the following utilities in conflict with the roadway improvements:

- 3,400 LF of 30-inch diameter raw water main
- 100 LF of 20-inch diameter potable water main
- 800 LF of 30-inch diameter potable water main
- 480 LF of 36-inch diameter reuse water main
- 1,025 LF of 12-inch diameter wastewater force main

The CFX project also provides Toho an opportunity to construct 11,520 feet of 30-inch diameter water distribution main required for the Cypress Lake Alternative Water Supply project.

The costs for design and construction of the 30-inch diameter water main will be shared by Toho, Orange and Polk County and based on each participant's proportional water share in the transmission main. Toho will be reimbursed or will receive an advance payment from Orange and Polk Counties for their cost shares. The estimated cost share to each participant is Toho 34.1%, OCU 38.7%, PCU 27.2. The sub agreement defining the cost shares will be based on bids received for the water main

A three-party agreement between Toho, CFX and Osceola County is required for the joint roadway and utility construction project.

The ILA includes a contingency for use during construction. An additional bid contingency is requested that is not included in the ILA in the event the bids are higher than the construction estimate in the ILA.

The Toho original budget for the project was $24,717,638.00.00. Additional funds will be transferred to the budget to fund the ILA cost and bid contingency.

If unexpected construction issues arise or bids higher than anticipated are received depleting the ILA and/or bid contingencies, a request for additional funding will be submitted for Board consideration at a future Board meeting.

Proposed

FINANCIAL SUMMARY

1. Funding Source/Project

Fiscal Year	Funding Source/Project #	Amount	Total
2025	421 and 422/122084	$ 50,000.00	$ 50,000.00
2026	421 and 422/122084	$ 18,384,697.20	$ 18,434,697.20
2027	421 and 422/122084	$ 8,705,324.80	$ 27,140,022.00
	Total Funding This Request:	$ 27,140,022.00	

2. Authorizations

Approval Date	Details	Incremental Amount	Cumulative Approval
8/20/2025	3-Party ILA Agreement (w CEI and construction contingency)	$24,986,052.00	$24,986,052.00
8/20/2025	Bid Contingency	$2,153,970.00	$27,140,022.00
	Total Board Authorization:	$27,140,022.00	

3. Contract Expenditures

Date	Description	Amount	Cumulative
8/20/2025	3-Party ILA Agreement (with CEI)	$24,986,052.00	$24,986,052.00
	Total Committed/Planned:	$24,986,052.00	

4. Remaining Funds/Contingency

	Remaining Funds/Contingency:	$2,153,970.00	

Proposed

MG Board Memo CFX - TOHO Water Agreement - reduced

Final Audit Report 2025-09-24

Created:	2025-09-24
By:	Melissa Espinosa (Melissa.Espinosa@CFXway.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwtQA0hXsGRXd566rKgPbWQSpVuczR7Jb

"MG Board Memo CFX - TOHO Water Agreement - reduced" History

Document created by Melissa Espinosa (Melissa.Espinosa@CFXway.com)
2025-09-24 - 6:14:02 PM GMT

Document emailed to Marcos Marchena (mmarchena@mgfirm.com) for signature
2025-09-24 - 6:14:45 PM GMT

Email viewed by Marcos Marchena (mmarchena@mgfirm.com)
2025-09-24 - 6:15:39 PM GMT

Document e-signed by Marcos Marchena (mmarchena@mgfirm.com)
Signature Date: 2025-09-24 - 6:17:12 PM GMT - Time Source: server

Agreement completed.
2025-09-24 - 6:17:12 PM GMT

Proposed

CONSENT AGENDA ITEM #19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 15, 2025

SUBJECT: Approval of Third Contract Renewal with AutoBase Inc. for Road Ranger Safety Service Patrol
Contract No. 001437

Board approval of the third renewal for the above referenced contract with AutoBase Inc. in the amount of $2,320,572.60 for one year beginning on January 15, 2026 and ending January 14, 2027 is requested. 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 -13	$ 2,873,738.76
First Renewal	$ 2,227,000.00
Second Renewal	$ 2,278,178.00
Third Renewal	$ 2,320,572.60
Total	$15,995,039.36

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, P.E.
Director of Maintenance

Glenn Pressimone, P.E.
Chief of Infrastructure

RENEWAL NO. 3
to
CONTRACT NO. 001437
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
AUTOBASE, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **AutoBase, Inc.** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001437**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **01/15/2026** and expiring on **01/14/2027**. There are **2** renewal options left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$13,674,466.84** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$2,320,572.60**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$15,995,039.36**.

(1) **Renewal Compensation** includes $2,226,420.00 (3500 hrs./month x 12 months x $53.01/hr.), 3% Contingency - $66,792.60, Data Dashboard Analytic Tool - $18,000.00 ($1,500 per month and live-Video stream - $9,360.00 (12 trucks @ $65 per month), in accordance with the Contractor's attached proposal dated August 5, 2025.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

AUTOBASE, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: _____

By: _____
Cristina T. Berrios
Deputy General Counsel

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

August 5, 2025

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 seven of our contract, we would like to be considered for renewal of our contract for the next option year beginning January 15, 2026. I would also like to address added program needs for CFX to consider prior to renewing for the third year beginning January 15, 2026. AutoBase would like to request a rate increase to **$53.01 per hour** to support the CFX Road Ranger Programs' continuation. Included in this request are two added services that AutoBase currently provides to CFX: Live-Video Stream from the Road Ranger Trucks to the RTMC and our Data Dashboard Analytics Tool. These services will be invoiced monthly, as detailed below, and not part of the hourly rate listed above.

The prices in every aspect of our business have significantly increased since the start of the contract in 2018, including increases over the past 12 months, which has placed greater 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 more stressors to an already challenging line of work. In addition, this increase will allow us to continue to recruit qualified employees, minimize 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 2026.

Below is a breakdown of our current rate with the requested increases. The two components of the increase are: **Increase in Automotive Insurance and Annual Wage Increases for Operators. AutoBase is requesting a .98 cent hourly rate increase for 2026.**

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

CFX				
Term	Current Rate	Additional Increase	New Rate	% Increase
1 Year	$52.03	$ 0.98	$53.01	1.88%

Automotive Insurance Increases			Increase of unit rate per year
District 5 FDOT Road Ranger Trucks		12	
Increase in Insurance Costs per truck	8.10%	$668.00	
Total Insurance Increase per Year		$8,016.00	$0.20

Annual Wage Increase			Increase of unit rate per year
Annual Wage Increase	%	Annual Value	
1.50%	0.015	$31,817.39	$0.78

AutoBase also proposes continuing the following services:

1. <u>live-Video Streams to the District-5 RTMC</u>

   Each of the AutoBase vehicles are equipped with four (4) cameras (front, rear, interior, and driver side exterior). These cameras stream live footage to the District 5 RTMC while the Road Ranger vehicle is on patrol. The RTMC can use this video to gather further information in real time to deploy added 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 (4) cameras. We predict maintaining a fleet of 12 trucks during the contract for a total of **$780.00 per month**. There will be no break in service while transitioning to the proposed contract renewal.

2. <u>Data Dashboard Analytic Tool</u>

   The cost of this service is **$1,500.00 per month**. The current service will expire January 14th, 2026. We hope to continue this service throughout the 1-year renewal to 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,

Tom Mangan
Regional Vice President
AutoBase, Inc.

SUPPLEMENTAL AGREEMENT NO. 13

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

AUTOBASE, INC.

regarding

CONTRACT NO. 001437

relating to the provision of

ROAD RANGER SAFETY SERVICE PATROL

SERVICES

THIS THIRTEENTH SUPPLEMENTAL AGREEMENT ("Thirteenth Supplement") is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a corporate body and agency of the State of Florida, and **AUTOBASE, INC.**, (**"Contractor"**) in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties."**

RECITALS

A. On November 8, 2018, CFX AND Contractor executed an Agreement for Road Ranger Safety Service Patrol, as amended or supplemented by that certain Supplemental Agreements No. 1-12 and Renewal Agreements No. 1 and 2 ("collectively, Agreement"); and.

B. CFX desires to amend the Agreement to add to the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Thirteenth Supplement, 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. **Amendments.** The following amendments are hereby made to the Agreement:

a) Exhibit "A," Scope of Services of the Agreement is hereby amended to include the purchase of a new F-250 truck at a cost of $119,636.02, which was purchased prior to the execution of this supplemental agreement.

b) Exhibit "B," Method of Compensation of the Agreement, is hereby amended to increase the Total Contract Amount by $119,636.02 to $13,674,466.84.

3. **Effect on Agreement.** All terms and conditions of the Agreement 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 Thirteenth Supplement and the Agreement, the provisions of this Thirteenth Supplement shall take precedence.

4. **Counterpart and Electronic Signatures.** This Thirteenth Supplement 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.

5. **Entire Agreement.** This Thirteenth Supplement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

6. **Electronic Signatures.** Each Party hereby agrees that this Thirteenth Supplement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Thirteenth Supplement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

7. **Effective Date.** This Thirteenth Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Thirteenth Supplement: Central Florida Expressway Authority, signing by and through its Director of Procurement, and AutoBase, Inc. signing through its undersigned signatory, duly authorized to execute same.

AUTOBASE, INC.

By: Donna LaBella

Print Name: Donna LaBella

Title: President

Date: July 18, 2025

ATTEST: Donna LaBella

Secretary or Notary

If individual, furnish two witnesses:

By: _____

Print Name: _____

By: _____

Print Name: _____

LAUREN LABELLA
Notary Public - State of New York
No. 01LA6355339
Qualified in Nassau County
My Commission Expires March 6, 2029

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 7/31/2025

By: Michelle Maikisch (Jul 31, 2025 14:21:24 EDT)

Print Name: Michelle Maikisch

Title: Executive Director

Date: 07/31/2025

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____

Cristina T. Berrios
CFX Deputy General Counsel

Date: 07/29/2025

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. **Renewal Term**. 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.

3. **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. **Effect on Original Agreement**. 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. **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.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 12th day of September 2024, and AutoBase, Inc. signing through its President, duly authorized to execute same.

AUTOBASE, INC.

By: Donna LaBella
Print Name: Donna LaBella
Title: President

ATTEST: Lauren Cloude (SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 11th day of October, 2024 for its exclusive use and reliance.

By:_____
~~Angela J. Wallace, General Counsel~~
Cristina T. Berrios, Deputy General Counsel

Contract No. 001437

EXHIBIT "B"

AUTOBASE
326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(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.**

Contract No. 001437

AUTOBASE

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

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**	**$1.05**
Increase in Insurance Cost per Truck		**21% Increase Year over Year**	**$3,559.50**	
Total Insurance Increase per Year			**$42,714.00**	
Employee Health Insurance Increases				**Unit Rate**
Insurance Rate Change		**$2460.32 per Month**	Annual Value	**$0.72**
Total Insurance Increase per Year			**$29,523.84**	
Annual Wage Increase - Tenured maintaining Staff				**Increase of Unit Rate per Year**
Annual Wage Increase		%	Annual Value	**$0.73**
1.50%		**0.015**	**$29,554.76**	
Minimum Wage Increase				**Increase of Unit Rate per Year**
FDOT District 5 Road Ranger Wage Match		**Wage Increase Need**	Annual Value	**$1.20**
$21.00		**$1.20**	**$48,921.60**	

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.

SUPPLEMENTAL AGREEMENT NO. 12

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 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: Donna LaBella
Print Name: Donna LaBella
Title: President

Attest: Lauren Cloude
Notary

Date: March 28, 2024

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 9th day of April, 2024 for its exclusive use and reliance.

Jo O. Thacker

By: _____
Jo O Thacker
Outside Counsel

Exhibit "A"

Contract No. 001437

AUTOBASE

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(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 1st, 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.**

Contract No. 001437

AUTOBASE

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(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 Frazier

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. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. 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.

3. **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. **Effect on Original Agreement**. 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. **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.

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.

By: Donna LaBella

Print Name: Donna LaBella

Title: President

ATTEST: Lauren Cloude (SEAL)

Secretary or Notary

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.30 10:52:08 -04'00'

Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 28 day of August, 2023 for its exclusive use and reliance.

By: Jo O. Thacker

Jo O. Thacker, Interim General Counsel

Contract No. 001437

AUTOBASE

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	
Item	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 15th 2024-January 14th 2025	$48.33

Contract No. 001437

AUTOBASE

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

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 Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

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 <u>underlined</u>

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~~ <u>3/4</u> 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~~ <u>3/4</u>) 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.

SUPPLEMENTAL AGREEMENT NO. 11

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

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.26 14:44:07 -04'00'

Aneth Williams, Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 04/17/2023

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 1 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

ATTACHMENT "A" Contract No. 001437

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

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

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**

ATTACHMENT "C" Contract No. 001437

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

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 Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

ATTACHMENT "D" Contract No. 001437

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

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").

1. 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.

4. 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.

SUPPLEMENTAL AGREEMENT NO. 10

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

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.09 14:33:55 -04'00'

Director of Procurement

Date: _____

AUTOBASE INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 06/09/2022

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 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.09 13:52:50 -04'00'

Diego "Woody" Rodriguez,
General Counsel

Contract No. 001437

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

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,

2. 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.

4. This Supplemental Agreement No. 9 is necessary to facilitate wage increases for Road Rangers and increase bill rate for Road Ranger Services.

SUPPLEMENTAL AGREEMENT NO. 9

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 Digitally signed by Aneth Williams Date: 2022.01.28 13:36:51 -05'00'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 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 27th day of January, 2022 for its exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez,
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	**$38.81**
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

New Requested Hourly Rate for CFX Road Ranger Services	**$40.97**

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

Sincerely,

Matthew Frazier

Matthew Frazier
Regional Vice President
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").

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, 2022 and ending February 28, 2023; 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, 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.

SUPPLEMENTAL AGREEMENT NO. 8

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'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 01/17/2022

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 ___ day of _____, 2022 for its exclusive use and reliance.

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

Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A"

AUTOBASE

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.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $311,029.44

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.05.19 09:22:57 -04'00'

Aneth Williams, Director of Procurement

Date: _____

AUTOBASE, INC.

By: _____

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: _____

Notary

Date: May 18, 2021

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2026

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.

By: Woody Rodriguez Digitally signed by Woody Rodriguez Date: 2021.05.19 09:17:44 -04'00'

Diego "Woody" Rodriguez, General Counsel

AUTOBASE

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**

AUTOBASE

Example of proposed new route

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

Current OR-1 coverage along SR 417

Proposed Coverage along SR 417

OR-1S: OR-1N:

Very Respectfully,

Matthew Frazier

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").

1. CFX wishes to purchase two (2) Dynamic Message Board (DMS) (LightSys, Inc VCMS 1030F-4); and,

2. 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.

4. This Supplemental Agreement No. 6 is necessary to facilitate the purchase of two (2) DMS boards.

5. 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.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

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

Date: 4/8/2021

AUTOBASE, INC.

By: Donna LaBella
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude
Notary

Date: April 1, 2021

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 8th day of April, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A"

AUTOBASE

March 31st, 2021

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

1) 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

Matthew Frazier
Regional Vice President-South
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,

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, 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.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

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

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.24 11:08:55 -05'00'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 02/23/2021

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 24 day of February, 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.

Road Ranger Data Dashboard	**March 1st, 2021 -February 28th, 2022**
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	**$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 A10:36

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").

1. 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,

2. 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.

4. 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 AM10:24

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 16:46:22 -04'00'

Director of Procurement

Date: _____

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.18 13:42:12 -04'00'

Legal Approved as to Form

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: May 19, 2020

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

ORIGINAL

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 PM 2:25

By: _____
Director of Procurement

Date: 3/9/2020

AUTOBASE, INC.

By: Donna LaBella
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude
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").

1. CFX wishes to purchase seven (7) sets of Dynamic Message Board (DMS) wiring harness systems and two (2) used DMS Boards; and,

2. 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.

4. This Supplemental Agreement No. 2 is necessary to facilitate the purchase DMS Board.

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 DEC 26 AM 8:26

By: _____
Director of Procurement

Date: 12/28/18

REVIEWED AND APPROVED
BY CFX LEGAL
12-28-18

AUTOBASE, INC.

By: Donna LaBella
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude
Notary

Date: 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").

1. 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,

2. 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.

4. This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

'18 DEC 17 A10:29

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: _____
Director of Procurement

Date: 12/17/18

AUTOBASE, INC.

By: Donna LaBella
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude
Notary

Date: 12/14/2018

REVIEWED AND APPROVED
BY CFX LEGAL
Joseph J Passiatore

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

'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	Title	Page
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. 001437

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 General Requirements of the Bond: 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: Donna DeBella

President
Title

ATTEST: _____ (Seal)

DATE: 11/09/2018

32. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: 12/12/18

Approved as to form and execution for the use and reliance by CFX only.

Joseph L Passiatore
General Counsel for CFX

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 l/8, 3/16, 1/4, 5/16 (1 each)
   Phillips head #1 and #2 (1 each)
   Star Driver (l 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 (1 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 (l 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 byCFX. 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.

3. 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 Compensation

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of Piggyback Agreement with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security Services International for Armed Security Guard Services
Contract No. SCON-10000290

Board approval of the Agreement with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security Services International in the amount of $475,000.00 is requested. This is a piggyback agreement based on a contract between Lake County Board of County Commissioners and Buena Vista Security and Protection Agency, LLC d/b/a Vista Security Services International allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes armed security guard services.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT NO. SCON-10000290

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL

regarding

PIGGYBACK CONTRACT FOR ARMED SECURITY GUARD SERVICES

THIS PIGGYBACK CONTRACT (**"Contract"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. Adoption of Underlying Contract

(1) Under CFX Code § 10.11, CFX hereby agrees to procure **Armed Security Guard Services** from Contractor through the competitively solicited agreement between Contractor and **Lake County, Florida**, entered on or about **04/08/25**, and further identified as **County Contract No. 24-530** (the **"Underlying Contract"**).

(2) Subject to the amendments below, the terms and conditions of the Underlying Contract, including without limitation all exhibits and attachments thereto, are hereby adopted by the Parties and incorporated into this Contract and attached hereto. Such adopted terms and conditions shall apply to the parties as though the Underlying Contract had been entered into directly between CFX and Contractor, with any conflicts between the terms and conditions of the Underlying Contract and the express terms of this Contract to be resolved in favor of the express language of this Contract.

B. Contract Term. The term of this Contract shall begin on the date it is fully executed by both Parties hereto (the **"Effective Date"**) and expire with the Underlying Contract on **04/30/2026**, unless otherwise terminated by CFX. To the extent that the Underlying Contract is renewed or extended by Contractor and Lake County, Florida, CFX and Contractor may agree to additional renewals or extensions by mutual agreement. The period beginning on the Effective Date and ending on the termination or expiration of this Contract, inclusive of any renewals or extensions hereto, shall be referred to as the **"Contract Term"**.

C. Amendments. The Underlying Contract is hereby amended as follows:

(1) All references to Lake County, Florida, found in the Underlying Contract, including in any attachments and exhibits thereto, shall be stricken and replaced with "Central Florida Expressway Authority" or "CFX".

(2) To the extent that any Lake County, Florida, staff member or staff position is named or referenced in the Underlying Contract, such names and/or positions shall be stricken and

replaced with the CFX staff member having an equivalent individual or position. Should there be no equivalent individual or position at CFX, Contractor shall be responsible for contacting the CFX Director of Procurement for further guidance.

(3) The Scope of Services portion of **"Composite Exhibit A"** to the Underlying Contract is hereby stricken in its entirety and replaced in full with the CFX Scope of Services found attached as **"Exhibit A"** to this Contract.

(4) To the extent the provisions of Section 119.0701, Florida Statutes, are applicable to this Contract, the following language shall replace any similar language found in the Underlying Contract:

"IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD ORLANDO, FLORIDA 32807, (407) 690-5000, **PUBLICRECORDS@CFXWAY.COM**".

D. Compensation. Notwithstanding any provision to the contrary in the Underlying Contract:

(1) CFX will pay Contractor a maximum not to exceed amount of **$475,000.00** (**"Not to Exceed Contract Amount"**) in accordance with the Pricing Schedule attached as **Exhibit "B"** to the Underlying Contract.

(2) **Vehicle Compensation.** The Not-to-Exceed Contract Amount includes the following vehicle-related costs:

a. **Vehicle Purchase:** Reimbursement to Contractor in the amount of **$26,840.57** (the **"Vehicle Price"**) for the purchase of a 2026 Chevy Trax (VIN#: KL77LFEP4TC007290), which shall be used exclusively for services performed under this Contract and, if still in service, any subsequent contract between CFX and Contractor.

b. **Depreciation Schedule:** Due to the vehicle's anticipated substantial use for CFX purposes, the parties agree that the vehicle shall be depreciated on a straight-line basis over 60 months (the **"Depreciation Period"**).

c. **Disposition at Contract End:** Upon expiration or termination of this Contract, and at CFX's sole discretion, Contractor shall either:

1. Transfer title of the vehicle to CFX; or

2. Reimburse CFX an amount equal to 1/60th of the Vehicle Price for each month remaining in the Depreciation Period.

d. **Auto Insurance:** CFX shall reimburse Contractor monthly for the actual cost of auto insurance, initially set at $382.75 per month during the initial contract term. This amount shall be adjusted annually based on Contractor-provided documentation of actual

insurance costs.

e. **Maintenance, Wear, and Tear:** CFX shall pay Contractor $175.00 per month during the Depreciation Period to cover general maintenance and wear and tear. If this Contract is extended or followed by a new contract under which the 2026 Chevy Trax remains in service, a new monthly maintenance rate may be negotiated.

f. **Fuel and Tolls:** CFX shall reimburse Contractor on a monthly basis for fuel and toll expenses, based on WEX Fleet Card and E-Pass toll receipts, incurred in connection with mainline plaza security checks.

(3) Invoices must be submitted to CFX electronically to: Billing@CFXway.com in detail sufficient for proper pre-audit and post audit thereof.

E. Conflicts of Interest. Contractor understands that CFX is a public agency subject to the ethical standards and provisions found in Florida law, including without limitation those found in Chapter 112, Part III, Florida Statutes, and Section 348.753(6)-(15), Florida Statutes, which standards will by reference be made a part of this Contract as though set forth in full as they relate to the performance under this Contract by Contractor or by any subcontractor (or subconsultant) of Contractor.

F. Insurance

(1) Contractor shall carry and keep in force during the Contract Term, the required types, limits, and amount of coverage as provided in the Underlying Contract in regard to CFX and any services, work, commodities, and/or goods being provided to CFX under this Contract.

(2) Notwithstanding any provision to the contrary in the Underlying Contract, Contractor shall add CFX as an additional insured and additional certificate holder for all policies required by the Underlying Contract and deliver the requisite certificates of insurance to CFX within 10 days of the Effective Date of this Contract. The endorsement will specify that such notice will be sent to:

Central Florida Expressway Authority (CFX)
Attn: Procurement Department
4974 ORL Tower Road Orlando, FL 32807

(3) All requisite policies shall be carried without deductible, without co-insurance, and shall **(a)** include CFX, and such other parties CFX shall designate, as additional insureds; **(b)** be primary insurance; **(c)** include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations; **(d)** provide that the policy may not be canceled or 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.

(4) At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, Contractor shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring.

(5) Compliance with these insurance requirements shall not relieve or limit the Contractor 's

liabilities and obligations under this Contract. Failure of CFX to demand certificates 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.

(6) 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 comply with the requirements. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

G. Indemnification. To the extent that Contractor indemnifies and/or holds harmless Lake County, Florida, in the Underlying Contract, Contractor hereby affirmatively agrees to indemnify and/or hold harmless CFX in the same manner and additionally agrees that 1% of any payment made by CFX hereunder shall serve as fair and just compensation for Contractor's agreement to such indemnification and/or hold harmless provisions.

H. Sovereign Immunity. Notwithstanding anything set forth in any paragraph, section, or article of the Underlying Contract and/or this Contract to the contrary, CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Nothing in the Underlying Contract and/or this Contract shall be deemed as a waiver of the sovereign immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of CFX for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, and shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in the Underlying Contract and/or this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against CFX which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

I. Notices. Notwithstanding any provision to the contrary in the Underlying Contract, whenever either Party desires to give notice under this Contract 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:

TO CFX: Central Florida Expressway Authority
Attn: Chief Financial Officer
4974 ORL Tower Road, Orlando, Florida 32807

AND

Central Florida Expressway Authority
Attn: CFX General Counsel
4974 ORL Tower Road, Orlando, Florida 32807

TO CONTRACTOR: Buena Vista Security and Protection Agency, LLC d/b/a Vista Security

International
Attn: Luis Soto
730 NW 107th Ave., Suite 440, Miami, Florida 33172

J. Florida Vendor Eligibility Forms

(1) Florida law contains several provisions limiting the entities with which a public agency may contract. In compliance with such provisions, Contractor shall use the following forms provided by CFX to make the requisite specific certifications, affidavits, and attestations:

a. CFX-200: E-Verification Use and Registration Certification

b. CFX-210: Certifications Regarding Vendor Eligibility

c. CFX 220: Human Trafficking Affidavit

d. CFX-230: Common Carrier Attestation

e. CFX-240: Foreign Countries of Concern Affidavit

(2) All such forms are hereby incorporated into this Contract and serve as a material part hereof. The completion and submission of such forms to CFX by Contractor shall be a precondition to CFX's obligation to provide payment for any services, work, commodities, goods, or any other performance under this Contract and any failure of the Contractor to do shall be cause for termination of this Contract by CFX.

K. Independent Contractor

(1) It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties or constitutes Contractor, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

(2) Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Contractor to meet any of its obligations hereunder be considered an employee of CFX. 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. Moreover, 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.

(3) Any approval by CFX of a subcontract or other matter requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor (or subconsultant), or matter. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

L. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto

(and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

M. General Provisions

(1) Assignments and Successors

a. CFX has decided to enter into this Contract with Contractor 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 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.

b. Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract.

(2) Binding Effect; Conflicts. This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

(3) Construction and Representations. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract, which are not specifically set forth in this Contract.

(4) Counterparts and Electronic Transmission of Signatures. This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

(5) Electronic Signatures. Each party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(6) Governing Law. This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without

reference to any conflicts of law provisions.

(7) **Headings.** The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

(8) **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder, which may be brought by either of the Parties.

(9) **Modification.** Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

(10) **Remedies.** No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

(11) **Severability.** The provisions of this Contract are declared by the Parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

(12) **Signatory.** Each signatory below represents and warrants that they have the full power and is duly authorized by their respective Party to enter into and perform under this Contract. Such signatory further represents that they have fully reviewed and understand the terms and conditions set forth in this Contract, including exhibits, and that their respective Party fully intends to abide by and comply with all of the terms and conditions set forth herein.

(13) **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification provisions, shall survive any expiration, cancellation, or termination of this Contract.

(14) **Venue.** Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

(15) Waiver. No delay or failure on the part of either Party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

N. Documents. The documents listed below, including without limitation any attachments or exhibits thereto, are hereby attached to this Contract and incorporated herein:

(1) Florida Vendor Eligibility Forms (**CFX-200**, **CFX-210**, **CFX-220**, **CFX-230**, and **CFX-240**);

(2) **CFX-120: Social Media Acknowledgement Form**; and

(3) Underlying Contract between Contractor and Lake County, Florida, entered on or about 04/08/25, and further identified as County Contract No. 24-530 related to Armed Security Guard Services.

O. Entire Agreement. This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Supplement: CFX, signing by and through its undersigned signatory, authorized to execute the same by Board Action on October 10, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed for legal form for the exclusive reliance of CFX.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

Date: _____

EXHIBIT A
CFX SCOPE OF SERVICES – ARMED SECURITY SERVICES

Section 1. Background

The Contractor shall provide Armed Security Guard Services for various CFX Buildings. Services shall be paid on an hourly rate basis. The Contractor shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete Services described and implied. Armed Security Services shall not be subcontracted.

Section 2. Contractor Requirements

The Contractor shall:

1.1 Possess one of the following licenses as required by the State of Florida and licensed by the Florida Department of Agriculture and Consumer Services. (Reference: https://www.fdacs.gov/Business-Services/Private-Security-Licenses)

(A) Class “B” Security Agency

(B) Class “BB” Security Agency Branch Office

1.2 Provide Services in accordance with Chapter 493, Florida Statutes, regarding private security services.

1.3 Provide armed security guards that possess at a minimum a Class “D” and Class “G” license issued by the Florida Department of Agriculture and Consumer Services. Staff shall be qualified and capable of performing Services as described and implied.

1.4 Ensure all personnel are trained, briefed, and fully qualified to perform assigned duties and responsibilities.

1.5 Be responsible for the supervision and scheduling of staff to properly perform Services as described and implied.

(A) Contractor shall always enforce strict discipline and good order among staff.

Section 3. Staffing Requirements

The Contractor shall hire staff:

1.1 That is well-trained, experienced, alert, interested, and reliable to protect the CFX Staff, property, guests/visitors, and the public.

(A) Assigned Armed Security Guards shall be graduates of a civilian or military certified law enforcement or corrections training facility.

1.2 That will professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.

1.3 That shall pass criminal history and background check and not have any misdemeanor, felony convictions, or active injunctions.

1.4 That have passed a background check performed by Contractor to perform Services.

(A) Costs of background checks will be borne by the Contractor.

(B) Contractor may be required to provide proof/documentation of the background checks to CFX.

(C) CFX may require the Contractor to exclude staff based on the background checks outcomes.

1.5 That utilizes a degree of continuity, reliability and familiarization with CFX facilities and personnel.

1.6 That is mentally and physically competent to perform the services required.

1.7 That demonstrates acceptable cleanliness and hygiene.

1.8 That have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.

1.9 That is fluent and fully literate in the English language.

(A) Staff shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey detailed information.

(B) Staff shall be able to communicate coherently and understandably, even in times of stress

(C) Although not required, CFX encourages bi-lingual capabilities.

Section 4. Uniforms

The Contractor shall supply distinctive clean, neat appearing uniforms for staff and require them to be worn while performing the Services:

1.1 Uniforms consist of, but are not limited to class A uniform trousers, class A uniform short sleeve shirts, class A uniform long sleeve shirts, duty boots of oxfords, duty belt, belt keepers, 'hand cuff and case, OC spray and case, double magazine holder, level III holster, an appropriate gun and ammunition considered within the restrictions of Chapter 493-Florida Statutes, level II protective vest, badges, whistles, and nametag.

1.2 Shirts, jackets, and coats shall display the Contactor's name and logo.

1.3 Staff shall wear an identification tag, badge or bar pin displaying name. This tag or bar pin shall be provided by the Contractor.

Section 5. Armed Security Guard Duties

Duties shall include, but are not limited to:

1.1 Report to duty at the designated starting time and do not leave any assigned post, venue or event until properly relieved, or dismissed.

1.2 Be responsive in addressing special requirements requested by the CFX Representative or designee.

1.3 Take the appropriate action for each situation encountered and immediately report all unusual situations to the CFX representative or designee.

(A) A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized always.

1.4 Ensure doors to the CFX facilities are protected and secured.

1.5 Provide Post Orders for each CFX location for CFX concurrence and Patrol the building in accordance with the agreed upon Post Orders.

1.6 Participate in drills, fire alarms, evacuations, and disaster exercises.

1.7 Keep walkaways, entrances, and exits clear and free of guests, obstructions, and unnecessary items, to include refuse, cigarette butts, etc.

1.8 Disallow the entry of prohibited items,

1.9 Address unruly behaviors in an inconspicuous manner,

1.10 Direct guests to Seats, restrooms, smoking areas, concession areas, and other amenities.

1.11 Assist disabled guests,

1.12 Assist guests in need of medical assistance and/or emergency evacuations.

1.13 Protect Venue property and facilities,

1.14 At no time use derogatory or offensive language, gestures or actions.

1.15 At no time, on or off duty, usurp, misuse, or leverage position to:

(A) Seek autographs, photos, or receive special favor connected with an event.

(B) Take items or property not belonging to them.

(C) Ask for free food, beverage, merchandise, or admission tickets; or

(D) Permit entrance or parking privileges to any person into facility without proper credentials or authorization.

Section 6. Vehicles

Contractor shall, in compliance with Paragraph D of the Contract, procure a 2026 Chevrolet Trax for the patrolling of CFX Toll Plazas throughout the CFX roadway system. The vehicle shall at all times be appropriately insured, used exclusively on this Contract, and kept on CFX property at the end of each shift unless otherwise approved by CFX.

Section 7. Locations and Staffing

1.1 Contractor shall provide staff as follows:

(A) 3 Full-Time Armed Security Guards at the CFX HQ (4974 ORL Tower Road, Orlando, Fl.) to provide coverage from 6:00AM to 9:00PM Monday through Friday.

(B) 1 Part-Time Armed Security Guard at the CFX HQ (4974 ORL Tower Road, Orlando, Fl.) to provide coverage from 7:00AM to 5:00PM on Saturday.

(C) 2 Full-Time Armed Security Guards at the CFX E-Pass Service Center (525 South Magnolia Avenue, Orlando, Fl.) to provide coverage from 7:30AM to 7:00PM Monday through Friday.

(D) 1 Part-Time Armed Security Guard at the CFX E-Pass Service Center (525 South Magnolia Avenue, Orlando, Fl.) to provide coverage from 8:30AM to 2:00PM on Saturday.

(E) 1 Full-Time Armed Security Guard to patrol 14 Mainline Toll Plaza Buildings and the Hiawassee Back-up Data Center.

1.2 CFX may order additional Armed Security Guards for these facilities or others, on an as-needed, on-demand basis at the established hourly rate.

Section 8. Scheduling

The Contractor is responsible for the supervision and scheduling of the appropriate Armed Security Guards to cover the times /shifts required:

1.1 The Full Time Armed Security Guards will work forty (40) hours per week.

1.2 Additional Armed Security Guards may be required to cover the needed operating hours.

1.3 The Armed Security Guards may work staggered shifts as approved by CFX.

1.4 No post shall be unattended. It is the Contractor's responsibility to confirm staff are in place on time.

1.5 If the assigned Armed Security Guard fails to arrive at the designated CFX facility as scheduled, the Contractor shall provide a replacement as soon as possible, not to exceed 4 working hours from the associated initial notice to the Contractor.

1.6 CFX will not pay overtime unless such overtime has been approved in advance, or such overtime is due to a public meeting exceeding the hours scheduled in Section 7 above.

1.7 The following is a list of holidays that are observed by CFX and require no coverage:

(A) New Years Day

(B) Martin Luther King Jr. Day

(C) Memorial Day

(D) Independence Day

(E) Labor Day

(F) Veterans Day

(G) Thanksgiving Day

(H) Christmas Day

*Holidays falling on a Saturday will be on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

Section 9. Invoicing

1.1 Invoicing for services shall be submitted electronically to: Billing@CFXway.com. CFX will have 30 calendar days from receipt of the signed final copy of the invoice to make payment.

1.2 The Invoice shall be detailed and include staff timesheets for the previous month of Service.

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 5/1/2025	Contract Number: 24-530 Title: Armed Security Guard Services Effective Date: 05/01/2025
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: amy.munday@lakecountyfl.gov Telephone Number: 352-343-9839	**CONTRACTOR** Name: Buena Vista Security and Protection Agency, LLC Address: 730 NW 107th Ave. Suite 440 City: Miami, Florida 33172 ATTENTION: Luis Soto

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: To add one (1) officer during normal operating hours. Monday, Tuesday, Thursday, Friday from 1PM-6PM and Saturday, Sunday 1PM-5PM.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Luis Soto	Signature: Amy Munday
Print Name: Luis Gustavo Soto	Print Name: Amy Munday
Title: Chief Operations Officer	Title: Contracting Officer II
Date: 05/07/2025	Date: 5.8.25
E-mail: LGSoto@vistasecurityservices.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

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BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/12/2025
TO: Jennifer Barker, County Manager
THRU:
Wesley Jones, Office Of Facilities Management Director
BY: Amy Munday, Contracting Officer II
SUBJECT: Armed Security Services

MEETING DATE: 4/8/2025
ITEM TYPE: Consent Item
ITEM ID: 34757

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 24-530 for Armed Security Services to Buena Vista Security and Protection Agency, LLC dba Vista Security Services International (Miami, FL - Lakeland office assigned); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $306,500 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Request for Proposal (RFP) 24-530 for armed security services at various County facilities. The solicitation allows replacement of expiring contracts 19-0204 and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from twenty-three vendors as shown on the attached Respondent List. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC shortlisted to eight vendors as reflected in the attached SC Shortlisting Minutes. The SC interviewed the shortlisted vendors as reflected in the attached SC Interview Recap Minutes. Based on the County's needs and in its best interests, the SC recommends awarding Contract 24-530 to the highest ranked vendor: Buena Vista Security and Protection Agency, LLC dba Vista Security Services International.

Fiscal Impact: $306,500 (expenditure)
Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
GENERAL	0010	0851110	830340		$306,500.00

Advertised Date: Paper:
Attachments:

1.	24-530 Respondent List

2.	24-530 SC Shortlisting Minutes - Meeting1
3.	24-530 SC Interview Recap Minutes - Meeting 2
4.	24-530 Contract

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 3/12/2025
Ron Falanga	Approved - 3/12/2025
Wesley Jones	Approved - 3/12/2025
Terrie Young	Approved - 3/12/2025
Miranda Lanoue	Approved - 3/12/2025
Sandy Beckett	Approved - 3/12/2025
Fred Schneider	Approved - 3/12/2025
Alexis Clark	Approved - 3/12/2025
Kandace Pourbaix	Approved - 3/12/2025
Allison Teslia	Approved - 3/12/2025
Melanie Marsh	Approved - 3/12/2025
Jennifer Barker	Approved - 3/12/2025
Karen Snodgrass	Final Approval - 3/28/2025

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC,
D/B/A VISTA SECURITY SERVICES INTERNATIONAL, FOR
ARMED SECURITY GUARD SERVICES

RFP # 24-530

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Buena Vista Security and Protection Agency, LLC, a Florida Limited Liability Company, d/b/a Vista Security Services International, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-530 seeking firms or individuals qualified to provide armed security services for various Lake County buildings; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide armed security guard services for various Lake County Buildings ("the Service") for the COUNTY described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Form and Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service, as more specifically described in **Exhibit A (Composite)**. The Service shall be paid on an hourly rate basis. CONTRACTOR shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and

associated materials to complete Services described and implied herein. CONTRACTOR is prohibited from subcontracting Services provided herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 Effective Date and Term.

A. This Agreement will become effective upon the first day of the next calendar month after approval by the Parties (the "Effective Date"). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

B. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. When necessary, CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

C. Contract Extension. The County has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current Agreement term. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR.

ARTICLE 4. PAYMENT

4.1 Pricing. Payment shall be made in accordance with the Pricing Schedule, as attached in **Exhibit B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONTRACTOR upon request. **CONTRACTOR shall not exceed forty (40) hours per week of billable hours per individual without prior written approval from the COUNTY or unless a public meeting lasts longer than scheduled.**

4.2 Invoicing.

A. CONTRACTOR will submit accurate, itemized invoices to the COUNTY by the tenth of each month for the previous month reflecting hours actually incurred in providing services to COUNTY under this Agreement.

B. Invoices shall be detailed and include staff time sheets for the services invoiced. All invoices must contain the contract or purchase order number, date, and location of delivery of service.

C. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided this Agreement.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

4.4 COUNTY shall reimburse CONTRACTOR for required services timely submitted, approved, and accepted by COUNTY in accordance with the terms of this Agreement. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.6 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONTRACTOR shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, unless specifically agreed otherwise in the Scope of

Services. The CONTRACTOR and CONTRACTOR'S employees assigned to the Service shall remain appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR. CONTRACTOR must notify COUNTY in writing within one (1) day of its becoming aware of loss of required licensure by it or its employees required under this Agreement. CONTRACTOR shall promptly arrange for replacement coverage

6.3 Contractor Personnel

A. CONTRACTOR and CONTRACTOR's personnel assigned to provide services under this Agreement must be properly trained and licensed as required by the Scope of Services, attached as **Exhibit A**; Chapter 493, Florida Statues; and Chapter 5N-1, F.A.C, and fully comply with the provisions therein. CONTRACTOR personnel assigned to provide services under this Agreement must possess and maintain a current Class "D" Security Officer License and Class "G" Statewide Firearm License.

B. CONTRACTOR will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the Agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

E. Dress Code & Identification. CONTRACTOR shall ensure that dress code and identification requirements detailed in **Exhibit A** are adhered to in performance of this Agreement.

F. Personnel List. CONTRACTOR shall provide COUNTY with a list of CONTRACTOR personnel assigned for duty under this Agreement and shall provide proof of current licensure and training upon request. CONTRACTOR shall notify the COUNTY within twenty-four (24) hours of any change in personnel assigned for service under this Agreement and provide an updated list to the COUNTY's Project Manager.

6.4 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

B. Termination for Cause. This Agreement may be terminated by the COUNTY, in whole or in part or affect other appropriate remedy, due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.5 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the prior written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.6 Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

   Each Occurrence/General Aggregate ..... $4,000,000/$4,000,000
   Products-Completed Operations $2,000,000
   Personal & Adv. Injury $1,000,000
   Fire Damage..... $50,000
   Medical Expense $5,000
   Contractual Liability ..... Included

2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employers Liability with the following minimum limits and coverage:

   Each Accident..... $1,000,000
   Disease-Each Employer $1,000,000
   Disease-Policy Limit..... $1,000,000

5. Professional liability / Errors and Omissions specialty insurance, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies.

Certificates of insurance must identify the RFP number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.4 Indemnity. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings

of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as provided in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.6 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.7 Contractor as Prime. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. Any and all subcontractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.8 Subcontracting. Unless otherwise stipulated in this Agreement, the CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.9 Shipping. The FOB point for any product ordered under this Agreement will be FOB Destination – Inside Delivery, FREIGHT ALLOWED.

6.10 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.12 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.13 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor 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. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.14 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.15 Preference to state residents (State funded projects). As provided for in Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding, CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualification to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Commerce to post CONTRACTOR'S employment needs in the state's job system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably

discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

6.16 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.17 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.18 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.19 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit, attached hereto as **Exhibit C,** affirming compliance with human trafficking laws prior to the start of work under this Agreement.

6.20 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.21 Certification Regarding Scrutinized Companies: By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.22 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

6.23 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.24 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.25 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.26 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.27 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's

evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.28 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2 Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for 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 COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR

will 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 Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.29 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.30 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.7 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

7.8 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.9 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.10 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.12 Other Agencies. With the consent of CONTRACTOR and upon notice to and approval by the COUNTY, other governmental agencies may make purchases in accordance with this Agreement. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

7.14 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONTRACTOR, continue until completion without change to the then current prices, terms, and conditions.

7.16 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.17 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.18 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.19 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:
Buena Vista Security and Protection Agency, LLC
d/b/a Vista Security Services International
William A. Lopez, President
730 NW 107th Avenue, Suite 440
Miami, Florida 33172

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution (22 pages).

Exhibit B..... Hourly Rate Schedule (1 page).

Exhibit C..... Human Trafficking & Foreign Entities of Concern Affidavit (1 page)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

BUENA VISTA SECURITY AND PROTECTION SERVICES, LLC, D/B/A VISTA SECURITY SERVICES INTERNATIONAL

William A. Lopez, President

This 24 day of January, 2025.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 8th day of April, 2025.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

MMarsh 4/8/25

Melanie Marsh
County Attorney

Exhibit A (Composite)
Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution

EXHIBIT A – SCOPE OF SERVICES **24-530**
ARMED SECURITY SERVICES

1. BACKGROUND

Contractor shall provide Armed Security Guard Services (Services) for various Lake County Buildings. Services shall be paid on an hourly rate basis with the Contractor shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete Services described and implied. These Services shall not be subcontracted.

2. CONTRACTOR REQUIREMENTS

Contractor shall:

2.1. Possess one of the following licenses as required by the State of Florida, per Private Security Licenses / Business Services / Home - Florida Department of Agriculture & Consumer Services (fdacs.gov):

2.1.1. Class "B" – Security Agency

2.1.2. Class "BB" – Security Agency Branch Office

2.2. Provide Services in accordance with Chapter 493, Florida Statutes, regarding private security services.

2.3. Provide armed security guards that possess a "G" license as required by the State of Florida. Staff shall be qualified and capable of performing Services as described and implied.

2.4. Ensure all personnel are trained, briefed, and fully qualified to perform assigned duties and responsibilities.

2.5. Be responsible for the supervision and scheduling of staff to properly perform Services as described and implied.

2.5.1. Contractor shall always enforce strict discipline and good order among staff.

3. STAFFING REQUIREMENTS

Contractor shall hire staff:

3.1. That is well-trained, experienced, and alert, interested, and reliable to protect the County's staff, property, guests/visitors, and the public.

3.1.1. Assigned Armed Security Guards shall be graduates of a civilian or military certified law enforcement or corrections training facility.

3.2. Able to professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.

3.3. That shall pass criminal history and background check and not have any misdemeanor, felony convictions or active injunctions.

3.4. That have passed a background check performed by Contractor to perform Services.

3.4.1. Costs of background checks will be borne by the Contractor.

3.4.2. Contractor may be required to provide proof/documentation of the background checks to the County.

3.4.3. The County may require the Contractor to exclude staff based on the background checks outcomes.

EXHIBIT A – SCOPE OF SERVICES 24-530
ARMED SECURITY SERVICES

3.5. Utilizes a degree of continuity, reliability and familiarization with County facility(ies) and personnel.

3.6. Mentally and physically competent to perform the services required.

3.7. Demonstrates acceptable cleanliness and hygiene.

3.8. Have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.

3.9. Fluent and fully literate in the English language.

3.9.1. Staff shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey detailed information.

3.9.2. Staff shall be able to communicate coherently and understandably, even in times of stress.

3.9.3. Although not required, the County encourages bi-lingual capabilities.

4. UNIFORMS

Contractor shall supply distinctive clean, neat appearing uniforms for staff and require them to be worn while performing the Services.

4.1. Uniforms shall consist of, but are not limited to class A uniform trousers, class A uniform short sleeve shirts, class A uniform long sleeve shirts, duty boots of oxfords, duty belt, belt keepers, hand cuffs and case, OC spray and case, double magazine holder, level III holster, an appropriate gun and ammunition considered within the restrictions of Chapter 493-Florida Statutes, level II protective vest, badges, whistles, and nametag.

4.2. Shirts, jackets, and coats shall display the Contractor's name and logo.

4.3. Staff shall wear an identification tag, badge or bar pin displaying name. This tag or bar pin shall be provided by the Contractor.

5. ARMED SECURITY GUARD DUTIES

Duties shall include, but are not limited to:

5.1. Report to duty at the designated starting time and not leave any assigned post, venue, or event until properly relieved, or dismissed.

5.2. Be responsive in addressing special requirements requested by the County's Representative or designee.

5.3. Take the appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.

5.3.1. A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized always.

5.4. Ensure doors to the County facilities are protected and secured.

5.5. Patrol the building on a regular basis, especially at start of shift (particularly first shift), shift end, and shift changes to ensure proper/required coverage.

EXHIBIT A – SCOPE OF SERVICES 24-530
ARMED SECURITY SERVICES

5.6. Participate in drills, fire alarms, evacuations, and disaster exercises.

5.7. Keep walkways, entrances, and exits clear and free of guests, obstructions, and unnecessary items, to include refuse, cigarette butts, etc.

5.8. Disallow the entry of prohibited items.

5.9. Address unruly behaviors in an inconspicuous manner.

5.10. Direct guests to seats, restrooms, smoking areas, concession areas, and other amenities.

5.11. Assist disabled guests.

5.12. Assist guests in need of medical assistance and/or emergency evacuations.

5.13. Protect venue property and facilities.

5.14. At no time use derogatory or offensive language, gestures or actions.

5.15. At no time, on or off duty, usurp, misuse, or leverage position to:

5.15.1. Seek autographs, photos, or receive special favor connected with an event.

5.15.2. Take items or property not belonging to them.

5.15.3. Ask for free food, beverage, merchandise, or admission tickets; or

5.15.4. Permit entrance or parking privileges of any person into a facility without proper credentials or authorization.

6. VEHICLES

No vehicles are required or shall be used for these services.

7. LOCATIONS

7.1. The current sites require Services and identify as having a normal schedule:

# of Armed Guards	LOCATION	TAVARES, FL LOCATION	MONDAY – FRIDAY COVERAGE
2	Lake County Administration Building	315 W. Main St.	7:00AM-5:30PM
1	Planning & Zoning Office	320 W. Main St.	8:00AM-4:30PM
1	Housing & Veterans Services Office	2004 Classique Ln.	7:00AM-5:30PM

7.2. The County may order additional Armed Security Guards for these facilities or others, on an as-needed, on-demand basis at the established hourly rate.

8. SCHEDULING

The Contractor is responsible for the supervision and scheduling of the appropriate Armed Security Guards to cover the time(s)/shift(s).

8.1. The primary assigned Armed Security Guards will work forty (40) hours per week.

8.2. Additional Armed Security Guards may be required to cover the public operating hours.

8.3. The Armed Security Guards may work staggered shifts as approved by the designated County facility personnel.

EXHIBIT A – SCOPE OF SERVICES **24-530**
ARMED SECURITY SERVICES

8.4. No post shall be left unattended. It is the Contractor's responsibility to confirm staff are in place on time.

8.5. If the assigned Armed Security Guard fails to arrive at the designated County facility as scheduled, the Contractor shall provide a replacement as soon as possible, not to exceed four (4) working hours from the associated initial notice to the Contractor.

8.6. The County will not pay overtime unless a public meeting lasts longer than scheduled.

8.7. The following is a list of holidays that are observed by the County and require no coverage:

HOLIDAY SCHEDULE*	
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

*Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

9. INVOICING

9.1. Invoicing for Services shall be submitted by the tenth of each month for the previous month.

9.2. Invoice shall be detailed and include staff time sheets for the previous month of Service.

[The remainder of this page intentionally left blank]

ADDENDUM NO. 1 **24-530**

LAKE COUNTY, FL
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Armed Guard Security Services 4/25/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Can you please share the current contract's pricing details?

R1. The current Contract can be reviewed visiting the Term and Supply section of the County website using the following link: 19-0204.pdf (lakecountyfl.gov)

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Buena Vista Security & Protection LLC (dba Vista Security Services International)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Luis Gustavo Soto*

Date: 5/15/2024

Print Name: Luis Gustavo Soto

Title: Chief Operating Officer

Primary E-mail Address: lgsoto@vistasecurity.com

Secondary E-mail Address: wlopez@vistasecurity.com

Page **1** of **1**

ADDENDUM NO. 2 **24-530**

LAKE COUNTY, FL
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Armed Guard Security Services 5/13/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q2. How are meal breaks currently being handled?

R1. One security officer relieves the other for the lunch break.

Q3. How long are the meal breaks?

R3. 30 minutes.

Q4. For the sites exceeding 8 hours per day, how is the overtime being handled?

R4. There is no overtime.

Q6. How do you classify/differentiate between the officers?

R6. Refer to Attachment 2 – Pricing FILLABLE Form. No ranking/ positions are listed.

Q7. Does the County have a job description or based on their seniority or the location they work at?

R7. No.

Q8. In one of the old contract addendums, I have seen a note about adding a patrol vehicle for $28.00 per day, however, in the new RFP I do not see any reference about that. Does the County require a certain make/model of car?

R8. Security vehicle is no longer needed.

Q9. What are the major challenges of the post? Besides the protection of transportation assets that are mentioned.

R9. Protection of the transportation assets is no longer required and is not included in the current Exhibit A Scope of Services. Any other major challenges cannot be determined at this time.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

ADDENDUM NO. 2 **24-530**

Firm Name: Buena Vista Security and Protection Agency LLC (dba) Vista Security Services International

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Luis Gustavo Soto*
Date: 5/13/2024
Print Name: Luis Gustavo Soto
Title: Chief Operating Officer
Primary E-mail Address: LGSoto@vistasecurityservices.com
Secondary E-mail Address: Wlopez@vistasecurityservices.com

ATTACHMENT 1 – SUBMITTAL FORM **24-530**

The undersigned hereby declares that: Buena Vista Security and Protection LLC (dba Vista Security Services International) has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **ARMED SECURITY GUARD SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email facilitiesinvoices@lakecountyfl.gov an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

ATTACHMENT 1 – SUBMITTAL FORM 24-530

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Not applicable

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT - N/A

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Buena Vista Security & Protection Agency, LLC (dba Vista Security Services International)

Street Address: 730 NW 107 Avenue, suite 440

City: Miami State and ZIP Code: FL 33172

Mailing Address (if different): Click or tap here to enter text.

Telephone: 3055736356

Purchase Order Email Address: tharrell@vistasecurityservices.com

ATTACHMENT 1 – SUBMITTAL FORM 24-530

Federal Identification Number / TIN: 20-0348479

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *William A. Lopez*

Date: 5/15/2024

Print Name: William A. Lopez

Title: President

Primary E-mail Address: wlopez@vistasecurity.com

Secondary E-mail Address: lgsoto@vistasecurity.com

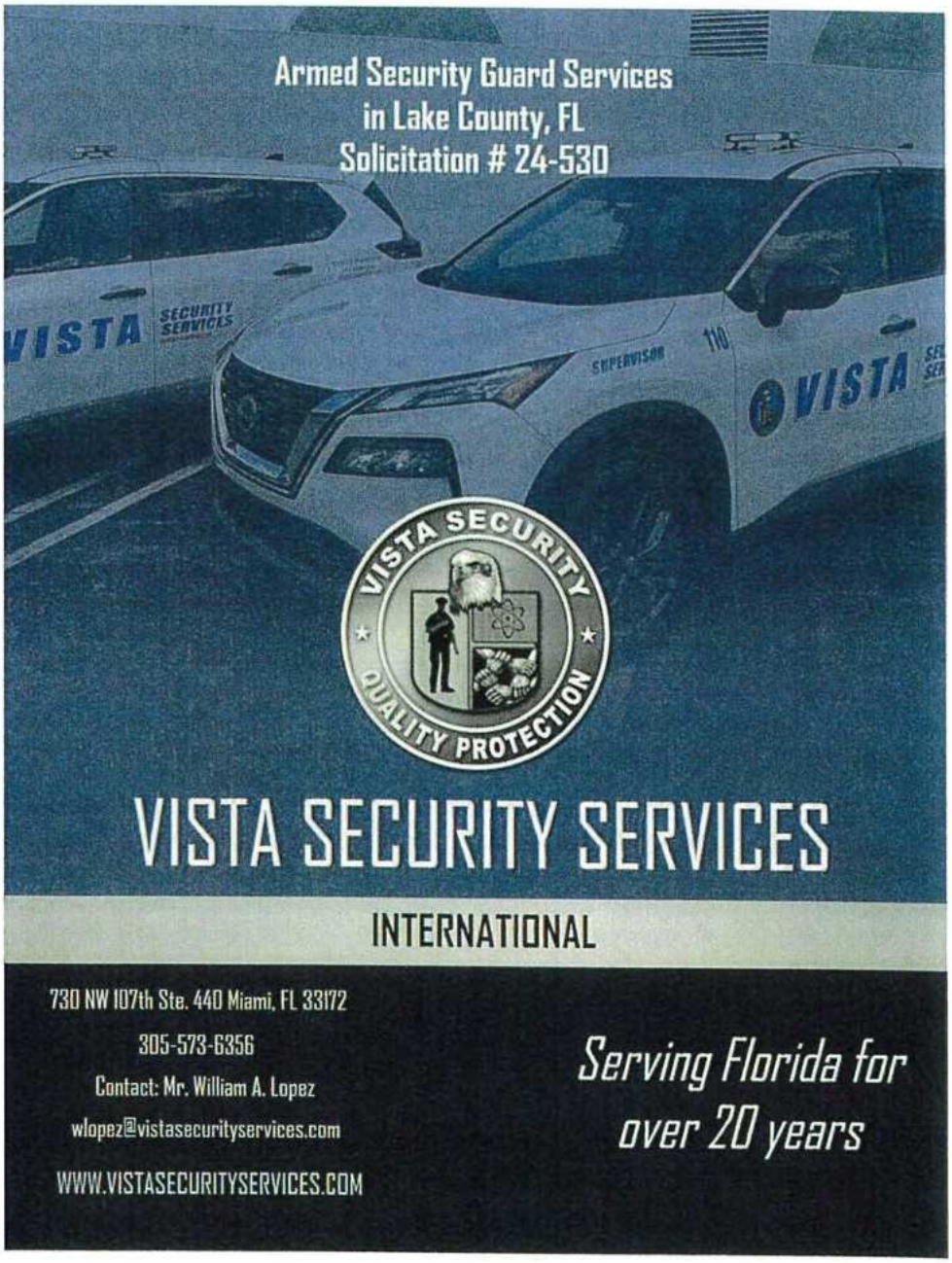
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Vista Security Services *International* is fully licensed and insured as an experienced security provider serving South Florida, Central Florida and Puerto Rico. We proudly implement effective security plans for warehouses, financial institutions, retail locations, commercial and residential patrols, community access control, special events, hospitals and more. Our success to complete work with our clients starts the moment our employees are hired. Once we hire, and before they assigned to our client, our licensed security officers receive additional training in the fields of basic crime prevention, interpersonal skills, and customer service. Once assigned to our clients, they are responsible for meeting all of the client's expectations by complying with all written and verbal post orders. At Vista Security Services *International*, we take pride in hiring and training only the most qualified, ethical and dedicated candidates. We conduct complete background checks which include; fingerprinting, drug testing and prior employment history verification. All candidates must pass a written and oral exam, and undergo an intense interview process, prior to being offered employment. We strive to create a high morale work environment, which is accomplished by providing our employees and staff with competitive pay, health care insurance options, pay incentives, promotional opportunities, and an awards program. VSS maintains strict monitoring and enforcement of professional ethical standards and uniform dress code. All Vista badges have our company's name, officers rank and his/her badge number. Name tags and company ID cards, provided by VSS, must be worn by officers at all times. Interpersonal skills and proactive crime prevention training are all an integral part of our employee training programs.

Vista Classic *Bike Patrol* Tactical Vista Special

Vista Security Services *International*, will hire for this Lake County work only the most trained, qualified, ethical and dedicated candidates. Our goal is to ensure that our security personnel is able to excel in all tasks required by Lake County. Vista Security Services does not discriminate based on race, gender, color, religion, age, or disabilities. All of Vista's Security officers on the Lake County contract must first complete and possess the Florida State mandated (D) license (40-hour course). They would have undergone a full background check including fingerprinting, drug testing and prior employment history verification. The guards must then pass a written and oral exam, and undergo an intense interview process, prior to being offered the Lake County work. While fulfilling the Lake County duties, all security guards must undergo additional training in the fields of crime prevention, report writing, interpersonal skills, ethics, and customer service. Vista will use our most tenured armed security, including, but not limited to, our MDT supervisor and commanders.


Armed Security Guard Services
in Lake County, FL
Solicitation # 24-530
VISTA
SECURITY SERVICES
SUPERVISOR
110
VISTA
VISTA SECURITY
QUALITY PROTECTION
VISTA SECURITY SERVICES
INTERNATIONAL
730 NW 107th Ste. 440 Miami, FL 33172
305-573-6356
Contact: Mr. William A. Lopez
wlopez@vistasecurityservices.com
WWW.VISTASECURITYSERVICES.COM
Serving Florida for
over 20 years

Statement of Interest and Project Understanding

On behalf of Vista Security International, we submit this bid for RFP # 24-530, Armed Security Guard Services for various Lake County, FL buildings. With Florida offices in Lakeland and Miami, and with our expertly trained, fully licensed armed security officers, we have a full grasp of what is expected by Lake County, and of our company.

Our armed security guards receive specialized training in the use of firearms and are required to qualify and complete "use of force" training semi-annually. All armed security officers are trained by our in-house instructors at our training academy. Our instructors are all former law-enforcement officers with firearm, tactical and safety training credentials. All armed security officers are subject to rigorous background and security checks.

We understand, and have reviewed, the pay basis, services needed, and all contractor requirements, including training, uniforms and duties.

We look forward to working with Lake County to provide you with the most professional private armed security services.

VISTA SECURITY
SERVICES *International*

EXECUTIVE SUMMARY:

Vista Security Services was established in October 2003. A total of 20 years providing unarmed and armed security services in South, Central Florida and Puerto Rico. We currently have over 250+ security officers/employees. Corporate Majority Owner; Mr. William A. Lopez has 35 years of police experience, a Crime Prevention Through Environmental Design (CPTED) expert, creating partnerships with local police and clients.

- **State of the Art Infrastructure (WINTEAM)** – finance, accounting, invoicing, scheduling, time keeping and payroll all in one system.
- **Financially Sound** – profitable, positive cash flow, and well capitalized.
- **State of the Art Technology** – Roving patrol vehicles with cameras (real-time tracking & recording), GPS (tracking & recording) – Each officer is assigned a take home two-way radio. We use security guard software that includes real-time electronic reporting.
- **Stable and Reliable Workforce** – Proven recruiting capability, exceptional retention through above standard/requirements, our training far exceeds industry standards, competitors, and client requirements.
- **Fully Licensed and Highly Insured**: Class B License: B2300206 / Insured above industry requirements.
- **Corporate Office**: Miami, FL 730 NW 107th Ave; Ste. 440, Miami, FL 33172
  Branch Offices: Lakeland, Central Florida & Puerto Rico

SECURITY AND PATROL SERVICES:

We are confident in our ability to provide exceptional security services to Lake County. Vista Security Services will provided highly trained security officers to guard and patrol per the scope of work.

We provide state of the art, marked patrol motor vehicles with real-time video recording and GPS tracking, golf carts, bicycles patrols or other motorized apparatus per our clients' requests. Per the scope we are prepared to provide our new model patrol vehicle fully equipped to Lake County.

EMERGENCY MANAGEMENT & RESPONSE:

Vista Security Services International understands the importance of being able to adjust and adapt to sudden changes when our clients are faced with emergency situations such as Natural Disasters, Unexpected Occurrences, and Unanticipated Events and Accidents.

Due to South Florida's potential for severe weather events, and the ever-present national terrorism threat, Vista Security Services has implemented an emergency response system known as "Alpha / Bravo". This will also be offered under this agreement. This includes, but is not limited to, the fast and efficient mobilization of manpower, the establishment of a command post, and the ability to contain the site of an emergency or special event. Activation of Alfa/Bravo triggers 12-hour work shifts, to provide the client with enhanced coverage and support during a crisis period. Our goal is to follow our clients' lead in protecting life and property, rerouting traffic in affected area(s), responding to requests for emergency assistance, providing access routes to affected areas, crowd control and keeping unauthorized persons out. Our guards are trained to assist in the orderly evacuation of structures and /or premises, safeguard facilities and sites, provide escorts of vehicles, people and employees, provide high visibility security in the affected areas and assist our clients with all requests within the scope of work and the assignment.

Vista Security thrives with excellence in customer service. Vista security takes a proactive approach to any issues, concerns, and/or complaints that may be received from our clients or respective representatives. Vista security strives to ensure customer satisfaction and success to each individual client. Vista will dedicate the account representative Ms. Jessica Chico to ensure an open line of communication with the county and to be the primary point of contact to resolve all issues and concerns.

The county will also have direct contact to the owner, Mr. William A. Lopez who will also be hands on to ensure security services contract success to Lake County.

TECHNOLOGY:

Vista Security assigns a "take-home" two-way ***New Nextel Radio System*** to all security officers, regardless of their post assignments. This allows the security officer to respond directly to any emergency or call-out assignment without first having to report to our Headquarters located in Doral, Florida. Our state-of-the-art radio system has a nation-wide capability which allows for all radios to have synchronized communication. Additionally, our radios are integrated through a Nextel Nation-Wide Radio system that allows our supervisors to stay in touch via their smart-phones and laptops. This system provides for greater accountability of our guards and supervisors. The transmitting range distance of this system unlimited.
(Demonstration available upon request)

REPORTS:

All reports are completed on our digital computer report writing system ***"Officer-Reports"*** program. Officers are assigned an iPad, Computer or Smart-Phone while on duty. Officers are required to complete all reports prior to leaving their post at the end of shift. The report is automatically transmitted to the supervisor who reviews and approves the submission and it is then immediately forwarded to clients without delay.
(Demonstration available upon request)

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VEHICLE CAMERAS:

All Vista Security Services marked security patrol vehicles are equipped with a state of the art ***"Lytx Video and GPS Recording and Tracking System"***. This new system ensures greater accountability and the safety and security of our officers during patrol assignments. We record the direction of travel, speed and stops. This system allows for real-time and post-trip monitoring of driving habits for accountability, safety and training purposes. Officers are monitored in real time by the 24/7 Vista Security Services Dispatch Center. Dispatch and supervisors receive real time notifications from the Lytx System with a video recording should a moving violation be committed by the officer who is driving the car.
(Demonstration available upon request)

Vista Security Late Model Nissan Rouge- Fully Equipped per scope of work

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TRANSITION PLAN:

Vista will implement a smooth and organized security services transition plan in the preceding months prior to the first day of the Contract. Vista works with a detailed frame-work to transition from the expiring Security services contract to the Contract developed as a result of this solicitation. Our transition plan requires a cooperative effort between the County, Vista and the security vendor currently providing security services.

Vista has a 24/7 dispatch center to ensure open lines of communication with our clients and emergency response to any sudden needs. Our dispatch supervisor, identifies, schedules and/or hires well in advance to ensure all actions take place in the weeks leading up to Day 1 of our contract. Vista has the experience, staff and equipment to successfully provide the county the professional, productive and responsive security guard services requested in this RFP. In certain occasions, if the client is satisfied with the incumbent security officers and they agree with the decision to keep them, we interview them and retrain them to ensure the work is done per our specifications.

Our 24/7 dispatch center is fully equipped and operational. Our dispatchers work around the clock to ensure any open posts and emergency calls are covered. This allows us to send the necessary back up right away. We can rapidly respond and dispatch a supervisor for any incidents and provide additional support.

Upon execution of the contract, Vista will request a meeting with all involved management. At this meeting we will formally introduce our management team, and present our proposed staff and fully equipped state of the art patrol vehicles . Vista will schedule only highly trained security officers to service the county. Vista will conduct random site visits to ensure compliance of contract. Vista currently has all the equipment required as well as the personnel to successfully work on this contract.

STAFFING:

Experienced Key Administrative Personnel:

William A. Lopez: Vista Security Services International was founded by William A. Lopez, a retired police officer with over 35 years of experience. He has built a reputation as a highly trained specialist in Crime Prevention, Crime Prevention Through Environmental Design (CPTED) and Criminal Investigations.

His training services have been utilized by numerous other police departments domestically and internationally, including Germany and France, due to his unrivaled expertise in crime prevention and community policing. Mr. Lopez's work has been featured in newspapers such as The Star Ledger, The News Tribune, and The Miami Herald. He has also appeared as a guest speaker on the internationally aired Hispanic TV show Despite America". Other honors/awards Mr. Lopez has received include Miami Police Department's Community Policing Officer of the year (1998), Miami-Dade County Wide Crime Prevention Officer of the Year (2000), and various monthly awards for Administrative Excellence and Community Service.

Mr. Lopez served as a police officer for twenty years with the Perth Amboy New Jersey Police Department, two years in Los Angeles California and a total of sixteen years in South Florida. Mr. Lopez, a State of Florida certified police instructor, has conducted seminars on Community Policing, Ethics/Professionalism and Crime Prevention for local and foreign governments and police departments throughout the United States and Europe. Mr. Lopez, while employed by the City of Miami Police department, was invited by the governments of Germany and France to conduct training seminars on Community Policing and Crime Prevention as it relates to residential neighborhoods and the business community.

His work and expertise on the relationship between crime prevention and the development of community stakeholders' partnerships, has been featured in the Miami Herald, local Miami broadcasts and the renowned international Latin TV show "Despierta America". Mr. Lopez applies his crime prevention and CPTED expertise when developing post orders and patrol programs to ensure the maximum productivity of all security posts.

Over 20 years ago, Mr. Lopez formed Vista Security with the objective that it would not just be another security provider, but instead a company that provides highly trained professional security officers who have the training and skills to fulfill the requirements of our clients. We understand and embrace the fact that we must be sensitive to our client's needs and understand that every client has unique requirements. Most importantly, we take pride in working with and partnering with our clients to ensure that we have a good understanding of their needs as it relates to security, crime, safety issues and concerns.

Once a contract is secured by Vista Security, Mr. Lopez promotes a proactive relationship in the form of a partnership with the clients, the local police departments and the community. Mr. Lopez believes that the community, police departments and private security working together in partnership, ensures a greater opportunity for success in reaching the objective of a safer and more secure quality of life for the community.

Luis Gustavo Soto: Luis Gustavo Soto brings vast experience to the security industry, having dedicated himself to safeguarding communities for many years. He embarked on his journey initially serving as a Law Enforcement Officer in the State of New Jersey, where he became a valuable member of various specialized units. His unwavering commitment led him to the Community Policing Unit, where he proudly served for 16 years.

Luis Gustavo's career reached new heights when he joined Vista Security Services International as the Senior Executive Vice President. This role recently earned him a promotion to the esteemed position of COO, further enhancing his expertise in the field as he oversees various crucial departments within the company, such as the Training Division, Local, County, Federal Government, and Private Security Contracts, and most essential client relations.

He is essential to the unprecedented growth and financial performance at Vista Security Services International. Luis Gustavo is best known for his passion, energy, and ability to move the organization forward through technical innovation and breakthrough thinking. Luis inspires his team (office staff and security officers) to think differently in creating a new proactive and productive way for all employees to believe and deliver excellence in customer service and understanding that every client is unique in their security needs.

One of Luis's defining qualities is to foster a culture of excellence in customer service. He ensures that his team understands the importance of tailoring their approach to deliver the utmost customer service satisfaction.

Certifications/Experience:

- New Jersey Law Enforcement Officer.
- Certification, State of New Jersey Department of Law and Public Safety Division of Criminal Justice Police Training Commission
- Graduate, Ocean County, New Jersey Police Academy
- Certification, Middlesex County College, State of New Jersey Department of Law and Public Safety Division of State Police Training Course. Office of Emergency Management.
- Certificate, State of New Jersey State Police Office of Emergency Management Hazardous Materials Emergency Response Planning Unit. Level 1, First Responder.
- Graduate, Monmouth County, New Jersey Fire Academy. Fire Fighter I.

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Awards and Recognitions:

- Citation for rising beyond the call of duty (Memorial Community Service Medal) Good Conduct Medal. (Four Times Silver Award) (Three Times Gold Award)
- Community Relations Unit, Certificate of recognition for the Ident a Kid Program's implementation, success, and support.
- Letter of commendation by the City Mayor, City Council, and Police Director for vital professional service and dedication to duty.

State of Florida Licenses:

- Security Agency Manager (MB License)
- Security Instructor (DI License) (Full Curriculum)
- Security Officer (D License – Unarmed)
- Security Officer (G License – Armed)

Dedicated Account Representative:

Jessica Chico: Jessica started in the security industry in 2011. She began working with G4S Security, as an armed officer on a ISD Government Contract. Then on 2012, she moved to Allied Barton and started working on the WASD (water and sewer government accounts) As a security officer until 2016, then moved up as a field supervisor, monitoring posts and making sure the officers where in compliance, as per work orders. Then on 2019, She started a new position with Vista Security Services as an operations manager until she was promoted to Senior Vice President in 2021. Her role in Vista is to oversee all the accounts, bring in new accounts and renew company contracts. Jessica will be the dedicated account representative to ensure smooth communication and ensure full contract compliance.

Tonya Harrell has over 20+ years of experience in the security industry successfully dealing with payroll and accounting for security contracts. Before joining the Vista security family five years ago, she worked at 50 States Security for over 16 years. She started as the payroll manager and was promoted to finance manager. Ms. Harrell is highly knowledgeable with contract billing, payroll and auditing requirements. She is an expert using and training others with WINTeam software. WINTeam Integrated scheduling software enables effective overtime prevention, compliance, and cost control. Ms. Harrell earned her Master's degree in Accounting.

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Heily Valdes: has over five years working with the Vista Security Services family. She was hired and highly trained to work specifically with county contract files. She has gained all the knowledge to successfully process and submit candidates files for final approval. She coordinates all trainings for candidates. She is certified with FTA drug and alcohol record keeping, pre-employment hiring procedures, random, post accident, and return to duty testing procedures. She is an expert processing our county contract files, passing every audit and submitting all compliance reports through Miami-Dade's LCP tracker. She has earned a Masters degree in business administration. She has experience working successfully with Ms. Rocio Jimenez, Senior Personnel Specialist and Medical and Records Program Manager, Mr. Michael Viera. She uses Miami-Dade Counties LCP tracker for uploading certified payroll as required by our county contract. Heily also submits monthly reports to the prime contractor.

Joanna Calvo: Experienced HR Director with 7 years experience ready to dedicate time, resources and ensure document compliance.

Edgar Zambrano: In-House accountant with over 15 years of experience to facilitate with reports and ensure full transparency.

WORKFORCE SELECTION:

At Vista Security Services, we take pride in hiring and training only the most qualified, candidates. We strive for a high morale work environment. This is accomplished by providing our employees and staff with competitive wages, continuous paid training, health care insurance, annual paid vacation leave, pay incentives, promotional opportunities, and an award recognition program. We have developed a unique partnership with reliable and reputable security schools and colleges. This allows us to identify individuals that are qualified and seeking a career in the security industry and those that are seeking careers in the law-enforcement field.

We strongly believe in hiring candidates that live within the immediate or reasonable geographical distance (when at all possible) of our clients. We know that this strategy promotes pride, professionalism and ownership of the task and/or the objectives of our clients. As such, we strictly monitor and enforce professionalism, high ethical standards, and a uniform dress code. This, along with interpersonal skills and proactive crime prevention training, is an integral part of our employee training program. At Vista Security we believe in going the extra mile for our clients and the communities we serve. Our goal is to not only meet, but exceed, our clients' expectations. Vista Security Services International has developed a professional support staff with the highest standards in the security industry in order to ensure the delivery of the highest quality service to our clients. We are confident in our administrative and operations (dispatch office) team's ability to successfully perform on this contract. Managing and dispatching over 250+ armed and unarmed security officers throughout south and central Florida has enabled us to fully understand the security industry and ensure we deliver the highest quality of service to our clients.

Prior to bringing on staff, we complete full background checks on our candidates, including fingerprint check, license and training validation, drug testing and prior employment history verification and review of references. All employees are hired on a provisionary basis, pending final evaluation of his or her performance during the training period. All Vista Officers must first complete and posses the Florida State mandated (D) - 40 license course. After an intensive application and screening selection process, the new security guard must undergo additional training in the field of crime prevention, report writing, interpersonal skills, ethics, and customer service. All training is conducted by Vista Security in-house qualified State Licensed instructors. Vista Security Services is committed in providing on-going and in-service post hiring train ing to all staff and security officers. Training, customer service and proper supervision are the key to Vista Security's success. Vista Security Services International does not discriminate based on race, gender, color, religion, age, or disabilities.

What separates Vista Security Services from other competitors is the constant commitment in providing well-trained security forces that provide excellent and affordable security services. Our expertise in healthcare environments, community patrols, warehouses, Metro Rail for Miami-Dade County's high degree of public contact will provide you with security personnel who have an understanding of criminal behavior, proficiency in the prevention of crime and a focus on excellence in customer service. Vista's mission is to make all locations of responsibility as safe as possible for all visitors, staff, clients, businesses and communities who entrust them with their everyday security and safety. Our best tool is to maintain the highest standards of professional ethics and integrity, accompanied by the most current crime prevention methods and technology. We continuously seek input, feedback and constructive criticism from our clients to ensure costumer service satisfaction. Vista looks forward to not only meeting but exceeding your every expectation. Vista would be the best long term decision for this contract.

While working for county contracts as a subcontractor, Vista has acquired all the experience to successfully hire and train Level II and level III security officers with the highest standards and qualifications required. Vista has passed all audits conducted for the county contract employee files.

We have a 24/7 dispatch center fully equipped and operational. Our dispatchers work around the clock to ensure any open posts and emergency calls are covered. This allows us to send the necessary back up right away. We can rapidly respond and dispatch a supervisor for any incidents and provide additional support.

We certify that employees assigned to the county will undergo a criminal history record/ background check within 180 days prior to beginning employment at this post. The check will be updated annually and will ensure no felony, misdemeanors involving moral turpitude, or barrier crime convictions.

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Exhibit B
Hourly Rate Schedule

ATTACHMENT 2 - PRICING SHEET Rev 01/21/2025 24-530 ARMED GUARD SECURITY SERVICES

Buena Vista Security and Protection Agency,LLC (dba) Vista Security Services International						
SAVE AND SUBMIT AS AN EXCEL FILE						
Hourly rate shall encompass all costs, overhead, salary, benefits, specified uniform and equipment requirements, and any other costs. Contractor shall not bill the County for any mileage or meals. Billing for hourly rate shall commence on each Armed Guard's arrival at the designated work site and extend until departure. Lunch and break periods as coordinated with the designated facilities personnel may be billed at full charge at any time the Armed Guard will be on-call during those periods.						
Alterations to locked cells may result in disqualification of submission.						
ITEM #	**CONTRACT YEARS** (includes renewal options)	**Regular Hourly Rate Charged**	**Overtime Hourly Rate**	**Regular Hourly Rate Paid to Guard***	**Overtime Hourly Rate Paid to Guard***	**Comments**
1	One	$30.65	$45.95	$22.00	$33.00	
2	Two	$32.30	$48.45	$23.00	$34.50	
3	Three	$33.95	$50.90	$24.00	$36.00	
4	Four	$35.60	$53.40	$25.00	$37.50	
5	Five	$36.95	$55.40	$26.00	$39.00	
OVERTIME RATE (See above for each year's increase)						

*Contractor acknowledges Florida's minimum wage rate increase schedule.

County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished for any direct purchasing. Contractor is responsible for payment of taxes on purchased project materials.
County will not accept nor authorize payment for travel time or expenses of service personnel to any County facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.
This is an indefinite quantity contract with no guarantee use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

Exhibit C

LAKE COUNTY, FL

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** William A. Lopez, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** President / CEO of **(Business Name)** Buena Vista Security and Protections Agency, LLC (dba) Vista Security Services International which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 24 day of January, 2025.

BY: _____
Signature of Affiant

William A. Lopez
Printed Name

STATE OF Florida
COUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24 day of January, 2025, by William A. Lopez, who is ☑ personally known to me or ☐ has produced identification (type): _____.

_____
(*Notary Signature*)

(SEAL)

Joanna Calvo
Comm.: HH 419241
Expires: Sep. 8, 2027
Notary Public - State of Florida

CONSENT AGENDA ITEM
#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 15, 2025

SUBJECT: Approval of Cloverleaf Corporation as a Subcontractor to Jorgensen Contract Services LLC for Roadway & Bridge Maintenance Services
Contract No. 002062

Board approval of Cloverleaf Corporation as a subcontractor to Jorgensen Contract Services LLC to provide guardrail/attenuator repairs is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: _____ _____

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jorgensen Contract Services LLC Date: 07/08/2025

CFX Contract Name: Roadway & Bridge Maintenance Services CFX Contract No.: 002062

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: Cloverleaf Corporation

Address: 1916 South Tamiami Trail, Ruskin, FL 33570

Phone No.: 813-649-1336

Federal Employee ID No.: 59-3133525

Registered with Sunbiz: ✓ Yes _____ No

Description of Services to Be Sublet: Guardrail/Attenuator repairs

Estimated Beginning Date of Sublet Services: 08/01/2025

Estimated Completion Date of Sublet Services: 06/30/2029

Estimated Value of Sublet Services*: $ 325,000.00

*(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: Yu-Ri Che
(Signature of Consultant Representative)

Vendor Coordinator
Title

Recommended by: _____ Date: Jul 11, 2025
(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: Jul 23, 2025
(Signature of Appropriate Chief)

Reviewed by: Kreth Williams Date: Jul 23, 2025
Director of Procurement

Revised Sublet: Yes X No _____

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

REV. 08/8/2024

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: September 29, 2025

SUBJECT: Approval of Proposed Memorandum of Understanding between the State of Florida, Department of Transportation and the Central Florida Expressway Authority regarding the I-4 Ultimate Project and the Interchange at Interstate Highway 4 and State Road 408

On or about June 16, 2014, the Florida Department of Transportation ("FDOT") and the Central Florida Expressway Authority ("CFX") entered into an Interlocal Agreement ("2014 Interlocal") outlining cost-sharing and responsibilities for reconstructing the I-4/SR 408 interchange (the "Interchange Project").

In the 2014 Interlocal, CFX agreed to assume ownership and perpetual maintenance of the SR 408 mainline portion of the interchange upon completion of the project and CFX's final inspection and acceptance. FDOT would retain responsibility for maintaining the ramps connecting to SR 408.

In preparation for final acceptance of the Interchange Project, FDOT outlined in a letter to CFX its proposed terms for CFX's assumption of maintenance responsibilities for the SR 408 mainline portion of the project. Based on that initial understanding, and continued discussions with FDOT, CFX assumed maintenance responsibilities effective August 1, 2025.

The attached agreement contains the final terms by which CFX will assume such maintenance responsibilities. In exchange for a one-time lump sum payment to CFX in the amount of $630,000.00 and certain other commitments by FDOT, CFX will agree to assume maintenance responsibilities for the SR 408 mainline portion of the Interchange Project as set forth in the agreement.

Board approval of the Proposed Memorandum of Understanding between the State of Florida, Department of Transportation and the Central Florida Expressway Authority regarding the I-4 Ultimate Project and the interchange at Interstate Highway 4 and State Road 408, is requested.

Recommended by: _____
Glenn Pressimone, Chief of Infrastructure

MEMORANDUM OF AGREEMENT

between

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

THIS MEMORANDUM OF AGREEMENT (**"Agreement"**) is entered into this ___ of _____, 2025 (**"Effective Date"**), between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a state agency (the **"Department"**), and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the state, existing under Chapter 348, Part III, Florida Statutes (**"CFX"**) (each a **"Party"** and collectively, the **"Parties"**), to memorialize a consensus on resolution of certain outstanding items related to construction of the I-4 Ultimate Project and that certain interlocal agreement between the Florida Department Of Transportation and the Orlando-Orange County Expressway Authority, predecessor in interest to CFX, for the Local Funding Contribution to the Interchange Project at Interstate Highway 4 and State Road 408 entered into between the Parties on June 16, 2014.

Proposed

RECITALS

1) CFX is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers.

2) On or about June 16, 2014, the Parties entered into an Interlocal Agreement (**"2014 Interlocal"**) setting forth the shared understanding and approach to the cost sharing for the reconstruction of the interchange at Interstate Highway 4 (**"I-4"**) and State Road 408 (**"SR 408"**), including without limitation the mainline, ramps, widened (or replaced) viaduct, right-of-way, and landscaping.

3) Prior to entering into the 2014 Interlocal, on or around July 27, 2012, Department staff presented to the governing board of CFX an analysis of the Department's proposed cost sharing for the reconstruction of the Interchange at I-4 and SR 408, including without limitation the mainline, ramps, widened (or replaced) viaduct, right-of-way, landscaping and the scope of services set forth in Exhibit "A" of the 2014 Interlocal (collectively, the **"Interchange Project"**), necessitated by the Department's undertaking of the overall Financial Management (**"FM"**) Number 432193-1-52-01 project (**"I-4 Ultimate Project"**) to accommodate the bridging of I-4, the new width, and express lanes of I-4.

4) In and around early 2015, the Department, in accordance with its Adopted Five Year Work Program, was prepared to commence construction and to undertake the I-4 Ultimate Project, including the Interchange Project and entered into that certain Concession Agreement, Contract #E5WI3 (**"Concession Agreement"**), with I-4 Mobility Partners (**"Concessionaire"**), for the construction of the I-4 Ultimate Project and Concessionaire contracted with Skanska Granite Lane (**"SGL"**) for construction

activities.

5) As part of the 2014 Interlocal, the Parties agreed that the Department's Concessionaire would perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, as may be applicable, as related to the Interchange Project.

6) Additionally, as part of the 2014 Interlocal the Parties agreed that except as specifically stated otherwise in the 2014 Interlocal, all such activities would be performed by Concessionaire, at such times, in such manner, under such conditions, and pursuant to such requirements, specifications, and standards as are made part of the Concession Agreement and that CFX shall not have any jurisdiction or control over the Department's activities, except as specifically stated in Paragraph 8 of the 2014 Interlocal.

7) On January 3rd, 2018, the Parties entered into a First Amendment to the 2014 Interlocal (the "First Amendment") in order to amend the 2014 Interlocal to authorize the Department to enter into a modification to the Concession Agreement providing for the redesign and construction of improvements to Exit 10C in a manner that would not require the use of additional right-of-way, establish an understanding concerning the compensation to be paid, the conditions of the temporary closure of Exit 10C, and the method by which the compensation would be offset against the funding due by CFX to the Department pursuant to the 2014 Interlocal (the First Amendment and the 2014 Interlocal shall be referred to collectively in this Agreement as the 2014 Interlocal).

8) In accordance with various provisions of the 2014 Interlocal, upon completion of the Interchange Project and subject to CFX's inspection and final acceptance, CFX shall have ownership and be immediately responsible for the perpetual maintenance of the SR 408 mainline portion of the Interchange Project, while the Department shall remain responsible for the perpetual maintenance of all ramps to and from the SR 408 portion of the Interchange Project.

9) The Interchange Project, as well as I-4 Ultimate Project, are approaching Final Acceptance and as part of their coordination during the I-4 Ultimate Project as well as the transfer of maintenance responsibilities for the Interchange Project, the Parties identified a list of outstanding issues related to the I-4 Ultimate Project and the Interchange Project.

10) On August 7, 2025, the Department transmitted a letter and notice to CFX outlining the transference of maintenance responsibilities as well as identifying and memorializing outstanding issues and resolution of certain items related to I-4 Ultimate Project, the Interchange Project and the 2014 Interlocal (the **"August 2025 Letter"**). The August 2025 Letter, along with its attachments and exhibits, is attached hereto as **Exhibit A** and incorporated herein.

11) Attached and incorporated into to the August 2025 Letter is a list of deficiency items identified as part of CFX's inspection of the Interchange Project, other related improvements and infrastructure as well as through the continued coordination of the Parties (the **"Blue List"**).

12) As outlined in the August 2025 Letter and the Blue List, in exchange for a one-time lump

Proposed

sum payment, CFX agreed to accept transfer of maintenance responsibilities for the Interchange Project from the Department and Concessionaire and additionally agrees to accept "as-is" those items identified in the August 2025 Letter and the attached Blue List.

13) The transference of maintenance responsibilities occurred on August 1, 2025.

14) The Parties wish to further memorialize the conditions and agreements contained within the August 2025 Letter within and into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Department and CFX agree that the foregoing recitals are true and correct and are incorporated herein as part of this Agreement, and further agree as follows:

Proposed

AGREEMENT

1. The following provides the conditions and agreements by which the Parties shall be bound upon execution of this Agreement:

1.1 The Blue List, the Division Avenue planter wall repair, Hicks Avenue cladding enclosure interior lighting, pipe joint failure at the US441/Orange Blossom Trail (**"OBT"**) Toll Plaza/Planter Wall, and the Hicks Avenue/Carter Street drainage flume/fence repair issues have been commercially settled. CFX will accept the elements "as-is" and the Department will transfer **$260,000.00** to CFX in accordance with **Section 2** below.

(A) CFX will video inspect both new and existing pipes between Tampa Avenue and US441/OBT under its CFX 408-315 Project. If any defects are discovered during the video inspection, CFX will effectuate the repair in a manner consistent with CFX's standard construction specifications and the Department will be responsible for reimbursement to CFX of the applicable repair costs, which will not be unreasonably withheld or denied and will be paid to CFX within 30 days of the Department's receipt of an invoice from CFX. For the purposes of this Agreement, the repair and reimbursement shall not exceed $150,000.00. No money shall be remitted pursuant to this provision until the Department receives an invoice in an acceptable format from CFX for the reimbursable costs. However, should the repair cost exceed the $150,000.00 cap or limit outlined in this Agreement, the Parties will work together in good faith to resolve the remaining cost participation and any additional costs not contained in this Agreement will require amendment or separate agreement.

1.2 Removal of existing cladding panels/planter walls at Rio Grande and Tampa Avenue, RFM#7900 Deck Fire, and BR#246 Span 8 (labelled 12R) issues have been commercially resolved. CFX will accept the elements "as-is" and the Department will transfer **$70,000.00** to CFX in accordance with **Section 2** below.

1.3 SGL shall, at the Department's expense, add the BR#243/#244 Span 1 repairs and bearing pad repair at BR#750570 Pier#5 to its CJV Extended Bridge Warranty for the SR408. This warranty shall be administered by the Department; if there is an issue requiring remediation

CFX shall contact District 5 of the Department by notice outlined below or other means agreed to by the Parties rather than Concessionaire or SGL, and the Department, in its sole discretion, shall elect to either: **(a)** promptly resolve such issue itself; or **(b)** reimburse CFX for the cost of resolving such issue. If the Department elects to reimburse CFX rather than resolve itself, any additional costs not contained in this Agreement will require amendment or separate agreement.

1.4 SGL shall, at the Department's expense, complete related work necessary to separate the electrical circuits for sixteen (16) light poles on the Ramp D/D1 Bridge associated with FCR#8323 (OHC-141 Lighting). The associated circuit separation plan will be submitted to CFX for review and concurrence prior to work commencing in the field. Such work shall be completed no later than 90 days from the Effective Date of this Agreement. Changes to the circuit shall be incorporated into the signed and sealed Final As-built Plans.

1.5 CFX will accept "as-is" the elements associated with FCR#8222 (VHW light pole transition), FCR#8274 (Light Pole G-3-10 exterior mounted conduit) and FCR#8324 (OHT-112 conflict with light pole).

1.6 Landscaping issues for the SR408 limits have been resolved. CFX will accept the corridor landscaping, sodding, ground cover, and all other related items "as-is", and the Department will transfer **$300,000.00** to CFX in accordance with **Section 2** below, along with the parcels listed below, and as notated in the attached ROW Map:

ROW Parcels
Parcel 296 (Excess 4126)
Parcel 297 (Excess 3834)
Parcel 298 (Excess 3947)
Parcel 299 (Excess 3844)
Parcel 301 (Excess 3845)
Parcel 300 (Excess 7521)
Carter Street – Row Strip 1*
Carter Street – Row Strip 2*

Proposed

1.7 Conveyance of the parcels outlined in **Subsection 1.6** above will be by quit claim deed and done in accordance with applicable state law and the Department's procedures to include but not limited to the Department's Right of Way Procedures Manual, with such conveyance occurring no later than December 31, 2025 .

1.8 The Department will, at its own expense, install TMS for each of the I-4/SR408 Flyover movements no later than 365 days from the Effective Date of this Agreement.

1.9 No later than 365 days from the Effective Date of this Agreement, the Department will: **(a)** relocate the CCTV within the Loop Ramp at SR408 MM 9.9 such that it is protected by barrier wall; and **(b)** coordinate transferring long-term O&M Work related to this camera from CFX to Concessionaire.

1.10 The Department will, at its own expense, perform steel coating of the Interim Project SR408EB and SR408WB flyovers to I-4 at the time Concessionaire performs their lifecycle coating of the other steel flyovers within the I-4/SR408 Interchange. CFX will maintain the Interim Project SR408EB and SR408WB flyovers to I-4, excluding the coating. CFX will assume maintenance of the coating for the remainder of the bridge service life once the life cycle coating described above has been completed.

1.11 Functionality testing of all dry standpipes within the I-4 Ultimate Project SR 408 construction limits, including those dry standpipes modified by the Department's Hicks Avenue Project, will be confirmed by Concessionaire in concert with the Orlando Fire Department, at the Department's expense, no later than 475 days from the Effective Date of this Agreement. The functionality testing will also verify the standpipes are not leaking.

1.12 As a one-time effort, rather than perpetually, the Department will mow and perform fence maintenance within the limits of the Department's Hicks Avenue Project. The fence maintenance will include vegetation removal.

1.13 The Department will work with CFX to address leaking deck joints throughout the I-4 Ultimate Project SR 408 construction limits:

(A) **Step 1** is to define the scope of the deck joint seal repairs:

(1) The Department will provide MOT support and CFX will provide a water truck to conduct leak tests of the deck joint seals. The process will also include adhesion testing. Department and CFX representatives will "map" any leaks or loss of adhesion found; the associated repair lengths, will be based on the following parameters:

(a) Repairs will require the replacement of the deck joint seal, based on the length of the compromised deck joint seal, plus 1'-0" on either side.

(b) If there are multiple leaks or loss of adhesion within the same deck joint seal, the deck joint seal will be replaced from gutter line to gutter line of the bridge.

(2) When replacing a deck joint seal the Department shall use DOW 902 RCS per the specifications provided by CFX as part of the Concession Agreement.

(B) **Step 2** is the execution of the deck joint seal repair scope developed under Step 1:

(1) The Department will fund the costs associated with the furnish, install, and CEI inspection of the deck joint seal repairs. Once the nature and extent of repairs is known, the Parties will work together in good faith to identify the appropriate contracting and funding method to accomplish the necessary and identified repairs.

1.14 The Department will provide notice and opportunity for inspection and concurrence on all relevant items outlined above and which are referenced in this Agreement. Should any issues arise, the Parties will work together in good faith to resolve.

Proposed

2. In total, as a settlement of all outstanding issues, disputes, claims, notices, requests, causes of action, other impacts, demands, matters, or controversies between the Department and CFX related to or arising out of the matters referenced in **Section 1** of this Agreement and the Blue List, the Department agrees:

2.1 To pay a lump sum amount of **$630,000.00** to CFX no later than 30 days from the Effective Date of this Agreement, which, in addition to the Department's fulfilment of all its obligations under this Agreement, CFX irrevocably agrees represents full, fair, and sufficient consideration for such covenants, obligations, conveyances, and other matters referenced in Section 1 of this Agreement and the Blue List. Notwithstanding the foregoing, nothing in this Agreement shall be construed or considered as a settlement, release, or waiver of any kind by CFX of any rights, claims, or causes of action it may have at law or in equity against any third parties.

2.2 To provide CFX with a copy of the Final Estimate package once it has been certified by the QAM, and will coordinate with CFX to update the jurisdictional map detailing the maintenance limits between the Department, CFX, City of Orlando, and the Concessionaire by the end of 2025.

(A) The Final Estimate package will include all of the following:

(1) Signed and Sealed Final As-built Plans for Bridge, Roadway, Lighting, Drainage, and related plan sheets.

(2) Work Orders associated with biennial CBI Inspections of all Bridge and Sign Structures have been accepted and closed as of August 1, 2025. There will be no "open" Work Orders transferred to CFX.

(3) Material Certifications.

(4) Shop Drawings, including, but not limited to:

(a) Cladding;

(b) MSE;

(c) Deck Drainage; and

(d) Beam Fascia Attachments.

(5) Assignment and Benefit of Manufacturers' Warranties

(a) The Department shall ensure that all manufacturers' warranties applicable to materials, equipment, and systems incorporated into the Interchange Project are fully transferable to CFX. To the extent such warranties are not automatically transferable, the Department shall take all necessary steps to assign or cause the assignment of such warranties to CFX, or to designate CFX as an additional beneficiary under each applicable warranty. Such warranties shall be in writing and shall not be conditioned upon additional payment by CFX. The warranties shall remain in full force and effect for the duration specified by the manufacturer.

Proposed

(b) The Department shall provide CFX with all warranty documentation, including warranty certificates, terms and conditions, and contact information necessary to effectuate claims. CFX shall be entitled to enforce such warranties directly against the manufacturer or supplier without notice to or consent from the Department.

2.3 The Concessionaire is in the process of compiling the signed and sealed Final As-built Plans, and permit close-out packages have been submitted to the jurisdictional Water Management Districts. For the interim, copies of the "working" As-built Plans were provided to CFX on August 6, 2025. As soon as the Department obtains the signed and sealed Final As-builts Plans, copies will be provided to CFX.

3. Notwithstanding CFX's acceptance of any portion or element of the Interchange Project "as-is" from the Department under this Agreement or any other document incorporated herein, such acceptance shall not constitute a waiver by CFX of any rights or remedies it may have against any manufacturer, supplier, or third party for defective materials, equipment, or workmanship, including but not limited to latent defects not reasonably discoverable through standard construction inspection practices. CFX's acceptance shall not relieve any party of liability for defects in design, materials, or workmanship that are discovered after acceptance.

4. Miscellaneous Provisions

4.1 **JURY TRIAL WAIVER.** CFX AND THE DEPARTMENT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

4.2 **E-Verify.** CFX:

(A) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CFX during the term of this Agreement; and

(B) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise 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 or subcontractor during the term of this Agreement.

4.3 **Public Records.** CFX shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by CFX in conjunction with this Agreement.

4.4 The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding

Proposed

commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature; however, failure by the Department to provide the agreed upon payment to CFX in accordance with Section 2 above for any reason shall render this Agreement voidable by CFX.

4.5 CFX acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had an adequate opportunity to review this Agreement with legal counsel of CFX's choosing. CFX has entered this Agreement freely and voluntarily. The Department acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had an adequate opportunity to review this Agreement with legal counsel of the Department's choosing. The Department has entered this Agreement freely and voluntarily. This Agreement contains the complete understanding of the Parties with respect to the subject matter of this Agreement. All prior understandings and agreements, oral or written, made between the Parties are merged in this Agreement, which alone, fully and completely expresses the agreement between the Department and CFX with respect to the terms of this Agreement. In the event of a conflict between the provisions of any prior agreement, letter, attachment, or understanding between the parties and the provisions of this Agreement, the provisions of this Agreement shall prevail. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or CFX unless in writing and signed by both Parties.

4.6 The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

4.7 CFX may not assign, pledge, or transfer any of the rights, duties, and obligations provided in this Agreement without the prior written consent of the Department Secretary, which may be withheld at his or her sole discretion.

4.8 Except as specifically provided herein, nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department or CFX of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

4.9 This Agreement is governed by the laws of the State of Florida, and any applicable laws of the United States of America. Venue for any action arising under this Agreement shall be in Leon County, Florida.

4.10 If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect. The Department and CFX shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

4.11 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their

Proposed

respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity.

4.12 The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

4.13 CFX agrees and warrants that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by the laws of the United States or the State of Florida applicable to CFX. The Department shall consider CFX's knowing employment of unauthorized aliens in violation of Section 274(e) of the Immigration and Nationalization Act to be a default under this Agreement.

4.14 This Agreement shall not create any third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a party to this Agreement to maintain a suit against the Department or CFX pursuant to the terms of this Agreement. CFX's bondholders shall not be entitled to make or assert any claim or suit against the Department under this Agreement.

4.15 All Exhibits attached to this Agreement are incorporated in this Agreement.

4.16 This Agreement may be executed in two or more counterparts and duplicate originals which have been signed and delivered by each of the Parties (a party may execute a copy of this Agreement and deliver it by electronic mail transmission; provided, however, that any such party shall promptly deliver an original signed copy of this Agreement).

4.17 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to be a covenant by the Department for the benefit of, or enforceable by, CFX's bondholders.

4.18 All notices, demands, or other writing required to be given, made, or sent, or which may be given, made, or sent, by either party to the other, shall be deemed to have been fully given, made, or sent when made in writing and either personally delivered by hand, overnight courier, or deposited in the United States mail, registered certified and postage prepaid, and sent to the following:

(A) To the Department:

State of Florida, Department of Transportation Secretary
605 Suwannee Street, Tallahassee, FL 32399

With a copy to:

State of Florida, Department of Transportation General Counsel
605 Suwannee Street, M.S. 58, Tallahassee, FL 32399

And

State of Florida, Department of Transportation, District 5, District Secretary
719 South Woodland Boulevard, DeLand, FL 32720

(B) To CFX:

Central Florida Expressway Authority

Proposed

Attn: Chief of Infrastructure
4974 ORL Tower Road, Orlando, FL 32807

With a copy to:
Central Florida Expressway Authority
Attn: General Counsel
4974 Tower Road, Orlando, FL 32807

[signatures on following page]

Proposed

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The Central Florida Expressway Authority, signing by and through its Chairman, authorized to execute same by CFX Governing Board action of the 9th day of October, 2025, and the State of Florida, Department of Transportation, signing by and through its Secretary, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

By: _____
Christopher Maier
Chairman

Date: _____

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

By: _____
Cristina T. Berrios
Deputy General Counsel

Date: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Proposed

Exhibit A

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 7, 2025

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority (CFX)
4974 ORL Tower Road
Orlando, FL 32807

RE:

FM No.:	432193-1-52-01
FAP No.:	0041 228 I
Contract No.:	E5W13
Counties:	Seminole and Orange Counties
Project Description:	I-4 Ultimate Project

SUBJECT: FDOT Notice to CFX for the Transfer of Maintenance Responsibility

Dear Mr. Pressimone,

In follow up to our recent coordination, please accept this letter as the FDOT's notice to CFX for the transfer of maintenance responsibility of SR408 and its related facilities which have been under the maintenance responsibility of Concessionaire since 2015. The effective date of the maintenance transfer is **August 1, 2025**.

As with any large project, there is a list of outstanding issues that still need to be addressed prior to Final Acceptance. Over the past few months, the FDOT (Department) and CFX have worked together to finalize that list, and as of our meetings last week, I am pleased that we have reached consensus on its resolution. Below is a summary of the issues, and the associated terms and conditions of our agreement:

- "Blue" List items (see attached), the Division Avenue planter wall repair, Hicks Avenue cladding enclosure interior lighting, pipe joint failure at the US441/Orange Blossom Trail (OBT) Toll Plaza/Planter Wall, and the Hicks Avenue/Carter Street drainage flume/fence repair issues have been commercially settled. CFX will accept the elements "as-is" and the Department will transfer **$260,000** to CFX.
    - CFX will video inspect both new and existing pipes between Tampa Avenue and US441/OBT under its CFX 408-315 Project. If any defects are discovered during the video inspection, CFX may request cost participation by the Department, depending on the nature of the defect.
- Removal of existing cladding panels/planter walls at Rio Grande and Tampa Avenue, RFM#7900 Deck Fire, and BR#246 Span 8 (labelled 12R) issues have been commercially resolved. CFX will accept the elements "as-is" and the Department will transfer **$70,000** to CFX.
- SGL will add the BR#243/#244 Span 1 repairs and bearing pad repair at BR#750570 Pier#5 to its CJV Extended Bridge Warranty for the SR408. This warranty is administered by the Department; if there is an issue requiring remediation CFX should contact the District, not Concessionaire or SGL.
- SGL will complete related work necessary to separate the electrical circuits for sixteen (16) light poles on the Ramp D/D1 Bridge associated with FCR#8323 (OHC-141 Lighting). The associated circuit separation plan will be submitted to CFX for review and concurrence prior to work commencing in the field. Changes to the circuit shall be incorporated into the signed and sealed Final As-built Plans.

Proposed

- CFX will accept "as-is" the elements associated with FCR#8222 (VHW light pole transition), FCR#8274 (Light Pole G-3-10 exterior mounted conduit) and FCR#8324 (OHT-112 conflict with light pole).
- Landscaping issues for the SR408 limits have been resolved. CFX will accept the corridor landscaping, sodding, ground cover, etc. "as-is," and the Department will transfer **$300,000** to CFX, along with the parcels listed below, and as notated in the attached ROW Map:

ROW Parcels
Parcel 296 (Excess 4126)
Parcel 297 (Excess 3834)
Parcel 298 (Excess 3947)
Parcel 299 (Excess 3844)
Parcel 301 (Excess 3845)
Parcel 300 (Excess 7521)
Carter Street – Row Strip 1*
Carter Street – Row Strip 2*

Proposed

- The Department will install TMS for each of the I-4/SR408 Flyover movements.
- The Department will relocate the CCTV within the Loop Ramp at SR408 MM 9.9 such that it is protected by barrier wall. The Department will also coordinate transferring long term O&M Work related to this camera from CFX to Concessionaire.
- The Department will perform steel coating of the Interim Project SR408EB and SR408WB flyovers to I-4 at the time Concessionaire performs their lifecycle coating of the other steel flyovers within the I-4/SR408 Interchange. CFX will maintain the Interim Project SR408EB and SR408WB flyovers to I-4, excluding the coating. CFX will assume maintenance of the coating for the remainder of the bridge service life once the life cycle coating described above has been completed.
- Functionality testing of all dry standpipes within the I-4 Ultimate Project SR 408 construction limits, including those dry standpipes modified by the Department's Hicks Avenue Project, will be confirmed by Concessionaire in concert with the Orlando Fire Department. The functionality testing will also verify the standpipes are not leaking.
- The Department will mow and perform fence maintenance within the limits of the Department's Hicks Avenue Project. The fence maintenance will include vegetation removal.
- The Department will work with CFX to address leaking deck joints throughout the I-4 Ultimate Project SR 408 construction limits:
    - **Step 1** is to define the scope of the deck joint seal repairs:
        - The Department will provide MOT support and CFX will provide a water truck to conduct leak tests of the deck joint seals. The process will also include adhesion testing. Department and CFX representatives will "map" any leaks or loss of adhesion found; the associated repair lengths, will be based on the following parameters:
            - Repairs will require the replacement of the deck joint seal, based on the length of the compromised deck joint seal, plus 1'-0" on either side.
            - If there are multiple leaks or loss of adhesion within the same deck joint seal, the deck joint seal will be replaced from gutter line to gutter line of the bridge.
        - When replacing a deck joint seal, from gutter line to gutter line of the bridge, the Department and CFX will consider the choice of material (DOW 902 RCS versus other APL options) depending on the age of the adjoining decks, or if the affected bridge deck is spanning over area(s) that are not visible or frequented by the traveling public. CFX reserves the right to require the use of the DOW 902 RCS product but will contribute to the material cost difference between the DOW and other APL products.

- **Step 2** is the execution of the deck joint seal repair scope developed under Step 1:
  - The Department will fund the costs associated with the furnish, install, and CEI inspection of the deck joint seal repairs.

Over the next two months, our legal teams will work together to facilitate the **$630,000** and ROW "transfers" described above, in time to support the October 2025 CFX Board Meeting. In addition, the Department will provide CFX with a copy of the Final Estimate package once it is has been certified by the QAM, and will coordinate with CFX to update the jurisdictional map detailing the maintenance limits between the Department, CFX, City of Orlando and the Concessionaire by the end of 2025. The Final Estimate package will include:

- Signed and Sealed Final As-built Plans for Bridge, Roadway, Lighting, Drainage, etc.
- Work Orders associated with biennial CBI Inspections of all Bridge and Sign Structures have been accepted and closed as of August 1, 2025. There will be no "open" Work Orders transferred to CFX.
- Material Certifications.
- Shop Drawings, including, but not limited to:
  - Cladding
  - MSE
  - Deck Drainage
  - Beam Fascia Attachments

The Concessionaire is in the process of compiling the signed and sealed Final As-built Plans, and permit close-out packages have been submitted to the jurisdictional Water Management Districts. For the interim, copies of the "working" As-built Plans were provided to CFX on August 6, 2025. As soon as the Department obtains the signed and sealed Final As-builts Plans, copies will be provided to CFX.

If you should have any further questions regarding this subject, please feel free to contact my office.

Sincerely,

Charles M. Hoffinger, Jr., P.E.
District 5 Director of Transportation Operations

Cc: John E. Tyler, P.E., FDOT
Ron J. Meade, P.E., FDOT
Paul Wabi, P.E., FDOT
Mark E. Clasgens, P.E., FHWA
Michael Gwynne, P.E., (FDOT Representative)
Keith Brockman, P.E., (FDOT Representative)
File

Proposed

Attachment

"Blue" List

Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
10		SR 408 Ramp H	Cracking with efflorescence on right outside barrier wall (TYPICAL)			No Offer	$39,000
15		SR 408 WB Planter (Parramore to Westmoreland)	Vertical cracking in soundwall	Sound wall repaired per FDOT Spec 521-7 and 400-21. Surface recoated per Section 400-15.2.6.4. 5/5/23: Class 5 reapplied per Spec 400-15.2.6, vertical cracking currently not seen at time of updated photo; see uploaded photo(s).	Please provide the crack map data and disposition per 400-21 5/5/2023: Re-application of Class V does not address Spec. 400-21, see comment above.	No Offer	Refer to item 10 above.
31		OBT Ramp C2	Light Pole G-3-11 mounted on variable height barrier not built per RFC Roadway Sheet L-28. Light Pole G-3-4 on OBT Ramp A2 (Similar)			No Offer, QAM Disposition	2-Concur
35		OBT Ramp A2	CFX Special Column caulk width measured at 9.75-inches	SGL proposes to leave as-is. This item will be remediated by upcoming project CFX-408-315.	2/20/2023: CFX 408-315	No Offer	Refer to item 10 above.
74		Tampa Ramp A2	Light Pole G-1-9 mounted on variable height barrier not built per RFC Roadway Sheet L-28.			Pending FDOT Follow-up	Refer to item 10 above.

Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
81		Tampa Ramp A2	**(TYPICAL)** Barrier wall cracks sealed with silicone and Class V applied	5/1/23: Improperly repaired wall remediated per FDOT Spec 521-7 and 400-21. Surface Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	5/9/2023: Please provide the crack map and QAM disposition per 400-21.	No Offer	Refer to item 10 above.
98		SR 408 EB	Barrier wall cracks sealed with silicone **(TYPICAL THROUGHOUT O&M LIMITS)**	5/1/23: Improperly repaired wall remediated per FDOT Spec 521-7 and 400-21. Surface Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	5/9/2023: Please provide the crack map and QAM disposition per 400-21.	No Offer	Refer to item 10 above.
109		SR 408 WB	Caulked joint on top of cladding measured at 5-inches (Northwest approach of Bridge 244)	SGL proposes to leave as-is. The caulk at this location is the result of a worse-case spacing scenario between the special column and sound wall (2" between column and wall + 1" barrier reveal setback + 1" dover rib reveal) as shown on Corridor-Wide Wall Aesthetics Sheet LW-27A	5/28/2023: The request to leave as-is has been rejected by CFX.	No Offer	Refer to item 10 above.
179		Tampa Ramp A2	Light Pole G-1-06 mounted on variable height barrier not built per RFC Roadway Sheet L-28			Pending FDOT Follow-up	2-Concur
212		SR 408 WB	Ground mounted Parramore Ave sign (Replaced WM-1) coating damaged. Screws are not countersunk screws per General Note 38 of RFC Plans Fastener color matching tape not installed per OOCEA SP-6 **TYPICAL THROUGHOUT O&M LIMITS**	Sign post cleaned and coated in accordance with manufacturer's recommendations. Installation corrections made per project plans and specifications: screws countersunk and fastener tape reinstalled.	12/21/2022: CFX notes there is possible dirt on the sign panel. 06/04/2004: Prior comments addressed, however (6) OH signs observed with missing or peeling tabs.	No Offer	$4,000

Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
230		SR 408 WB (Outside Shoulder)	East of OHT-112, Soundwall cracking sealed with silicone and Class V **(TYPICAL THROUGHOUT O&M LIMITS)**			$1,000	Refer to item 10 above.
231		OHT-112	OHT-112 Sign A: fasteners are not covered with color matching tape per OOCEA SP-6 (Black) Light Pole G-3-19 (Updated 10/21/22) installed directly behind OHT-112 Sign A Panel	6/8/23: Sign Panel A fasteners received the required black color matching tape per OOCEA SP-6; see uploaded photo(s). Light pole G-3-19 is installed per RFC plans, SGL stance is to remain installed as-is.	10/21/2022 - Note: The Light Pole should be G-3-19. 10/25/2022 - An RFM will be required to address the light pole location conflict with the sign from a light point of view. 6/16/2023: As discussed in CFX Quality Meeting on 6/13/2023, an RFM/FCR will be required to address this issue.	No Offer	$4,000
232		SR 408 WB (Outside Shoulder)	West of OHT-112, Soundwall cracking sealed with silicone and Class V **(TYPICAL THROUGHOUT O&M LIMITS)**			$1,000	Refer to item 10 above.
239		SR 408 WB (Outside Shoulder)	East of GM-8, Soundwall cracking sealed with silicone and Class V **(TYPICAL THROUGHOUT O&M LIMITS)**			No Offer	Refer to item 10 above.
247		OHT-110	OHT-110 Sign A: countersunk screws/rivets not covered with color matching tape per OOCEA SP-6 (Black) **TYPICAL THROUGHOUT O&M LIMITS**	6/8/23: Sign Panel A countersunk screws/rivets received the required black color matching tape per OOCEA SP-6; see uploaded photo(s). 8/16/23: See uploaded photos for all OH sign panels for countersunk screws/rivets receiving the required color matching tape per OOCEA SP-6.	6/16/2023: The I4MP response only addresses OHT-110 Sign A. This deficiency was noted as typical. Please confirm all other locations have been corrected. 8/21/2023: The revised response is under CFX review. 06/04/2004: Prior comments addressed, however (6) OH signs observed with missing or peeling tabs.	No Offer	$4,000

Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
269		SR 408 WB (Outside Shoulder)	Barrier wall cracking with efflorescence Peeling Class V Patch material failing Barrier wall reveal damaged and needs Class V East of 2E-800	4/7/2023: Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3. Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	In reference to "barrier wall cracking with efflorescence," I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21. 400-15 is acceptable for all other items.	No Offer	Refer to item 10 above.
290		SR 408 WB (Outside Shoulder)	Cracking with efflorescence on right outside barrier wall (TYPICAL from GM-1 all the way to BR 248 EB-2)	Cracks in barrier wall repaired in accordance with FDOT specification 400-21. Surface recoated per Section 400-15.2.6.4.	Class V will be addressed with a corridor wide plan 12/15/2022: CFX 408-315 1/3/2023: CFX notes that cracking remains and has not been addressed. Please provide crack map data in accordance with Spec. 400-21 7/21/2023: Please provide the crack map and QAM disposition for the areas or barrier wall that will not be removed i.e. near EB-2 approach	No Offer	Refer to item 10 above.
320		OHT-108 (Right Upright)	Clean and restore area to pre-existing condition Remove old upright laying down in landscape bed	Debris removed from landscape beds as requested	12/15/2022: CFX 408-315 1/3/2023: CFX notes landscaping has not been restored to pre-existing condition 7/21/2023: CFX to confirm this will be impacted by 408-315 project limits	No Offer	$1,000
322		OHC-133	Clean and restore area to pre-existing condition	Debris removed from landscape beds as requested	12/15/2022: CFX 408-315 1/3/2023: CFX notes landscaping has not been restored to pre-existing condition 7/21/2023: CFX to confirm this will be impacted by 408-315 project limits	No Offer	$1,000
323		OHT-109 (Right Upright)	Clean and restore area to pre-existing condition Grout CSL tubes	Area surrounding OHT-109 cleaned and CSL tubes grouted per FDOT spec 455-17.6.1.	12/15/2022: CFX 408-315 1/3/2023: CFX notes landscaping has not been restored to pre-existing condition and debris remains in the landscape bed 7/21/2023: CFX to confirm this will be impacted by 408-315 project limits	No Offer	$1,000

Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
325		OHT-110 (Right Upright)	Clean and restore area to pre-existing condition	Debris removed from landscape beds as requested	12/15/2022: CFX 408-315A 1/3/2023: CFX notes landscaping has not been restored to pre-existing condition 7/21/2023: CFX to confirm this will be impacted by 408-315 project limits	No Offer	$1,000
330		SR 408 EB (Outside Shoulder)	Barrier wall cracking with efflorescence Approx. STA 620+00 **(TYPICAL THROUGHOUT O&M LIMITS)**	4/3/2023: Cracks in barrier wall repaired in accordance with FDOT specification 400-21. Surface recoated per Section 400-15.2.6.4; see uploaded photo(s).	4/19/2023: I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21. Please note the "TYPICAL" comment on item description.	No Offer	Refer to item 10 above.
360		SR 408 EB (Outside Shoulder)	Vehicle impact Barrier wall damage Needs Class V Barrier wall cracking with efflorescence Approx. STA 640+00	Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3 and 400-21 where applicable. Surface recoated per Section 400-15.2.6.4. 4/3/2023: Barrier wall repaired in accordance with FDOT specification 400-21. Surface recoated per Section 400-15.2.6.4; see uploaded photo(s).	Class V will be addressed with a corridor wide plan 1/3/2023: CFX notes surface defects remain. Also, the cracking has not been addressed. Please provide crack map data per Spec. 400-21 5/9/2023: The surface defects have been repaired however the requested crack map data w/ QAM disposition per 400-21 has not been provided. See comment above.	No Offer	Refer to item 10 above.
388		OBT Ramp C2 (Inside Shoulder)	VHB wall cracking, surface irregularities and bugholes, mismatched Class V colors	4/3/2023: Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3 and 400-21 where applicable. Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	Please provide the crack map data and QAM disposition per 400-21	No Offer	Refer to item 10 above.
390		OBT Ramp C2 (Inside Shoulder)	VHB wall cracking with efflorescence, surface irregularities and bugholes, Rust bleeding through cracks **(TYPICAL)**	4/3/2023: Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3 and 400-21 where applicable. Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	Please provide the crack map data and QAM disposition per 400-21	No Offer	Refer to item 10 above.

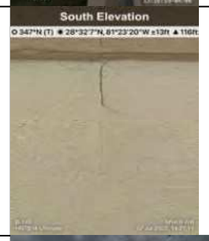
Proposed

CFX Deficiency List Walk - Roadway/Drainage - CFX Require Repair

Item	Photo	Location	Description		COS Review Comment	FDOT Recommendation/ SGL Offer	CFX Response
413		SR 408 EB (Outside Shoulder)	Caulked joint on top of cladding measured at 5.5-inches and has also failed (PM235C)			$9,950	Refer to item 10 above.
431		2C-1811X	Front clearance exceeds 5/8-inches Clean Debris Chain not attached Grate is 0.5-inches above grade Asphalt surrounding structure is failing	Chain attached and clearance corrected per FDOT Standard Index 218 'Inset B'. Debris removed as requested.	Failing asphalt and grate above grade have not been addressed in the I4MP Response. 1/5/2023: CFX 408-315A	No Offer	$18,000
436		Magnolia Circle	Standing water in front of CFX E-Pass Center			$10,000	$18,000
					Total	$21,950	$91,000

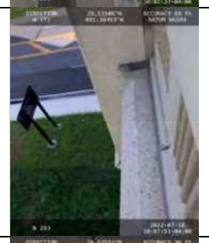
Proposed

CFX Deficiency List Walk - Bridge/MSE Wall - CFX Require Repair

Item	Photo	Location	Description	I4MP Team Responses	COS Review Comments	FDOT Recommendation/ SGL Offer	CFX Response
63		Existing Bridge 750241 (WB Inside Shoulder)	Barrier wall cracking filled with silicone and Class V applied **(TYPICAL THROUGHOUT INSIDE SHOULDER)**			$6,000	$129,000
134		BR 244A (Outside Shoulder)	End Bent 1 CFX Pylon Caulking widths measured at 6.5-inches on the East side and 10.5-inches on the West side			$9,950	Refer to item 63 above.
135		BR 244A (Outside Shoulder)	End Bent 1 CFX Pylon Cladding wall terminates outside the pylon. RFC Plan A-2-27 Plan Cross Section 3 details the cladding 6-inches (min) inside Pylon **(TYPICAL THROUGHOUT O&M LIMITS)**	10/11/2022 - I4MP proposed to leave this as is. That was not acceptable. A repair procedure will be submitted.		No Offer	Refer to item 63 above.
145		BR 278 (Outside Shoulder)	Span 2 Soundwall cracked Below 82WA	Repaired per spec 400-15 4/3/2023: Barrier wall recevied heavy wash & repaired in accordance with FDOT specification 400-15.2.6.3. Surface recoated per Section 400-15.2.6.4; see uploaded photo(s).	I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21. 4/17/2023: The revised response is not acceptable. See COS review comment above.	2-QAM Disposition	2-Concur
146		BR 278 (Outside Shoulder)	Span 2 Soundwall cracking sealed with silicone and Class V over **CFX notes other soundwall cracks are present that did not get treated and Class V was applied**	Repaired per spec 400-15 4/3/2023: Barrier wall recevied heavy wash & repaired in accordance with FDOT specification 400-15.2.6.3. Surface recoated per Section 400-15.2.6.4; see uploaded photo(s).	I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21. 4/17/2023: The revised response is not acceptable. See COS review comment above.	$2,000	Refer to item 63 above.
147		BR 278 (Outside Shoulder)	Span 2 Soundwall cracking with efflorescense **Reference CFX note from Item 146**	Repaired per spec 400-15 4/3/2023: Barrier wall recevied heavy wash & repaired in accordance with FDOT specification 400-15.2.6.3. Surface recoated per Section 400-15.2.6.4; see uploaded photo(s).	I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21. 4/17/2023: The revised response is not acceptable. See COS review comment above.	2-QAM Disposition	2-Concur

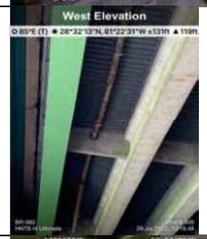
Proposal

CFX Deficiency List Walk - Bridge/MSE Wall - CFX Require Repair

Item	Photo	Location	Description	I4MP Team Responses	COS Review Comments	FDOT Recommendation/ SGL Offer	CFX Response
188		BR 247 (Outside Shoulder)	Span 1 Cladding wall terminates outside the pylon. RFC Plan A-2-27 Plan Cross Section 3 details the cladding 6-inches (min) inside Pylon	SGL proposes to leave as-is. This item will be remediated by upcoming project CFX-408-315.	1/9/2023: CFX 408-315 2/6/2023: CFX notes the cladding wall does not meet the RFC plans. 8/11/2023: Upon further review of CFX 408-315 (60% plans) this structure remains. The request to leave as-is is not acceptable to CFX.	No Offer	Refer to item 63 above.
273		BR 246 (Inside Shoulder)	Span 21RC Multiple areas with exposed rebar and failing patch material (R2, R3, R4)			$15,000	Refer to item 63 above.
274		BR 246/226	Span 21R CFX notes the Vehicle Fire Repair Limits were not verified by the QAF before demolition and repair. There is fire damage present outside the QC selected repair limits. Also, several areas of the repaired deck are spalling	This work corresponds with FCR 7900. As stated in the S&S repair procedure the limits of the repair were assesed and selected by the QAF. Repair done as recorded in Volkert approved daily report #43465.	As noted in the CFX Agency Meeting since 09/2021, the QAM needs to provide the acceptance of the removal limits. The spalling of the deck in the area of the repair has not been addressed.	$5,000	Refer to item 63 above.
291		BR 243A (Outside Shoulder)	End Bent 1 CFX Bridge Pylon/cladding wall caulk width measured at 7.5-inches Cladding wall terminates outside the pylon. RFC Plan A-2-27 Plan Cross Section 3 details the cladding 6-inches (min) inside Pylon	3/15/2023: Pylons at 243A/244A are backed by a supporting wall and foundation as detailed on L&A Sheet S-2-17B. In section 2 of this sheet the pylon-supporting wall is shown abutting the cladding support wall, a configuration that prevents the cladding panel from terminating 6" inside the pylon as shown on A-2-27. Pylons at this location were built per RFC'd plan & approved shop drawings; see uploaded photo(s). 7/14/23: SGL has performed remedial work to both the concrete color & replaced caulking; see uploaded photo(s).	3/31/2023: The I4MP team has requested to leave as-is. 5/23/2023: CFX notes repairs have been made to the architectural element: concrete color does not match existing, replaced caulk is not acceptable and appears dirty. Note 1) the cast stone repair has not received light sandblasting to expose the dark stone. Note 2) the plan sheet that controls the overlap of the cladding wall behind the pylon is A-2-27. STR 3485 can be used as an example and conforms with the RFC plans. 7/20/23: The response regarding architectural cast stone and caulk repairs is acceptable. Please see Note 2 above, this has not been addressed in the updated I4MP Response.	$9,950	Refer to item 63 above.
293		BR 243A (Outside Shoulder)	End Bent 2 Cladding wall terminates outside the pylon. RFC Plan A-2-27 Plan Cross Section 3 details the cladding 6-inches (min) inside Pylon			No Offer	Refer to item 63 above.
331		BR 242 (Outside Shoulder)	Pier 1 Joint Repair spalls	Observed spalling on the joint at this location does not meet the O&M Construction Availability Faults requirements as described in Table 4.1, Element 4.1.13 of the O&M Requirements. This item was not noted for repair in the CBI or KCA Inspection. Updated response (1/17/23): Joint at Pier 1 is a continuous joint V-groove with hot-poured seal per detail 3 on Sheet 2B27-55. SGL proposes joint is acceptable as-is	Spalls were observed on new construction and need to be repaired. Otherwise provide the length, width, and depth in inches for the evaluation by the QA Manager and the CFX Representative during the Quality Meeting. 6/4/2023: CFX has rejected the request to leave the spalled joint as-is.	No Offer	2-Concur

Proposed

CFX Deficiency List Walk - Bridge/MSE Wall - CFX Require Repair

Item	Photo	Location	Description	I4MP Team Responses	COS Review Comments	FDOT Recommendation/ SGL Offer	CFX Response
348		BR 243 (Outside Shoulder)	Span 2 Scuppers (3) filled with dirt and debris Barrier wall has cracking with efflorescence and bugholes **(TYPICAL)**	Scuppers cleared to allow drainage as described in Section 506-1. Class V to be dealt with as a overall issue. 8/17/23: Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3. Surface Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	The response regarding drainage is acceptable. The response regarding the surface finish of traffic railing is not acceptable. Once bugholes and cracking are addressed, the Class V paint will be addressed with a corridorwide plan. 8/21/2023: Please provide the traffic railing crack map w/ QAM Disposition per Spec. 400-21.	2-QAM Disposition	2-Concur
385		BR 245 & 246/226	Remove abandoned fiber conduit and hanger assemblies **(TYPICAL)**	8/9/23: With respect to the removal of existing conduits under bridges, it is SGL's position that the RFC ITS General Plan Note 35 in Area 2 Pkg 9 Sheet IT-3 has been satisfied. The note as written uses the language "as needed" to indicate to the Contractor to remove the portions of the Existing ITS that conflict with the new Permanent ITS; see uploaded file(s).	8/13/2023: CFX notes remove existing ITS system as needed that is NOT PART OF THE PERMANENT ITS SYSTEM, with the AS NEEDED meaning all existing ITS not permanent will not be called out specifically.	No Offer	2-Concur, Leave As-Is
445		BR 235 (Outside Shoulder)	Span 2 Surface irregularities and cracking with efflorescence in barrier wall **(TYPICAL THROUGHOUT BR 235)**	3/17/2023: Surface irregularities and cracking with efflorescence in barrier wall repaired in accordance with FDOT Specification 400-15 and Class 5 reapplied per 400-15-2.6; see uploaded photo(s).	3/31/2023: Please provide the crack map data in accordancew ith Specification 400-21.	2-QAM Disposition	2-Concur
464		Existing Bridge 750569 (BR 236 Tie-in)	Existing Span 8 Barrier/Soundwall cracking with efflorescence West of BR 237 Span 1	4/10/2023: Barrier wall repaired in accordance with FDOT specification 400-15.2.6.3. Class 5 reapplied per Section 400-15.2.6.4; see uploaded photo(s).	4/17/2023: I4MP reference 400-15 is incorrect. Cracked concrete must be evaluated by the QAM in accordance with 400-21.	2-QAM Disposition	2-Concur
527		BR 228	Pier 10 Mismatched Class V on Pier caps from girder bracing hole repairs **(TYPICAL FROM PIER 10 TO PIER 7)**	Cap surface cleaned and Class 5 reapplied per 400-15-2.6.	Class V will be addressed with a corridorwide plan 3/28/2023: CFX notes there was mismatched paint observed throughout (not limited to areas where bracing holes were). Also, form lines and surface irregularities have not been addressed throughout, so Class V will need to be redone after addressing these issues.	$4,000	Refer to item 63 above.
535		BR 226	Span 6RO Surface irregularities and silicone patching on deck overhang Pier 20R Exposed chair feet on underside of pier cap	3/30/2023: Span 6RO and pier 20R cleaned & surface irregularities repaired in accordance with FDOT Specification 400-15, Class 5 reapplied per 400-15-2.6; see uploaded photo(s).	5/24/2023: CFX notes mismatched Class V colors.	No Offer	Refer to item 63 above.

Proposed

CFX Deficiency List Walk - Bridge/MSE Wall - CFX Require Repair

Item	Photo	Location	Description	I4MP Team Responses	COS Review Comments	FDOT Recommendation/ SGL Offer	CFX Response
592		BR 248	Pier 2 Thickened end slab cracking with efflorescence	3/15/2023: Thickened end cracking evaluated and addressed accordingly per Table 2 in FDOT Specification 400-21.5; see uploaded photo(s).	3/31/2023: The response is not acceptable. Please provide the crack map and QAM disposition per Spec. 400-21.	$750	Refer to item 63 above.
					Total	$52,650	$129,000

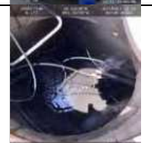
Proposed

CFX Deficiency List Walk - Highway Lighting - Accept As-Is

Item	Photo	Location	Description	I4MP Team Response	COS Review Comments	FDOT Recommendation	CFX Response
23		G-3-5	Missing ID tag Damage to pole and/or base powder coating Missing critter guard Anchor bolt assembly does not meet Standard Index 17515 Pole base appears twisted, anchor bolts bent	All items completed per plans and specs. See photos for more information.	Anchor bolt assembly has not been addressed. Twisted base and bent anchor bolts have not been addressed.	3-RFM/FCR Required	4-CFX Require Repair
137		G-3-10	Missing ID tag Missing handhole cover Remove paint overspray Damage to pole and/or base powder coating Remove temporary conductors and make permanent Missing critter guard Note: VIG	All items completed per plans and specs. See photos for more information.	4/27/2023: CFX notes conductors have been routed to Light Pole G-3-10 via conduits and smaller conduit boxes mounted on the exterior of the soundwall rather than via the conduits inside the traffic railing.	2-Discuss w/ FDOT	4-CFX Require Repair

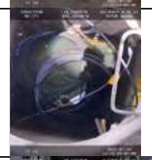
Proposed

CFX Deficiency List Walk - ITS (PARTIAL)

Item	Photo	Location	Description	I4MP Team Repair Closeout Tracking	Re-inspection Notes	I4MP Team Response Comments	COS Review Comments
3		FOMH-408-9.7-WB STA 642+22.9	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) Grounding rod penetration not sealed Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) 7- Grounding rod penetration not sealed 8- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	**2/23/2023:** 1- CFX maintains duct organizers are required 2- Ladder is too short 3- Incorrect manhole ring and cover 4- No stubout installed	8/3/2023: Duct Organizer have been installed. See picture 7/31/23: From TCD: "CFX deficiency list dated February 23rd, items #3-4 and 4-3 both refer to missing 4" stub outs from the manhole. As stated during the walk thru, these manholes do not require stub outs due to their proximity to adjacent wall. This interpretation is derived from RFC plan sheet # IT-35 in Area 2 ITS Package 4. Note 4 reads: "Except manholes in shoulder next to walls, all manholes installed under paved shoulder require 4" lateral conduit as shown in above detail." Both of these manholes are adjacent to 32" barrier wall therefore the 4" lateral conduit is not required."	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: 1 - During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 2 - TCD/SGL are preparing an RFM/FCR to address the missing 2-4" laterals and incorrect manhole ring and covers 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover, and missing lateral stubout.
4		FOMH-408-9.6-WB STA 634+74.7	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Missing duct plugs Grounding rod penetration not sealed Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Missing duct plugs 5- Grounding rod penetration not sealed 6- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	**2/23/2023:** 1- CFX maintains duct organizers are required 2- Incorrect manhole ring and cover 3- No stubout installed	8/3/2023: Duct Organizer have been installed. See picture 7/31/23: From TCD: "CFX deficiency list dated February 23rd, items #3-4 and 4-3 both refer to missing 4" stub outs from the manhole. As stated during the walk thru, these manholes do not require stub outs due to their proximity to adjacent wall. This interpretation is derived from RFC plan sheet # IT-35 in Area 2 ITS Package 4. Note 4 reads: "Except manholes in shoulder next to walls, all manholes installed under paved shoulder require 4" lateral conduit as shown in above detail." Both of these manholes are adjacent to 32" barrier wall therefore the 4" lateral conduit is not required."	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: 1 - During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 2 - TCD/SGL are preparing an RFM/FCR to address the missing 2-4" laterals and incorrect manhole ring and cover 9/20/2023: CFX noted inspection was not required. Re-inspection was performed on 2/23/2023 and all remaining items, with the exception of manhole ring and cover and the lateral stubout, have been completed with photos uploaded to Teams
5		FOMH-408-9.5A-WB STA 632+76.6	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes & doghouse opening Missing duct plugs Cut back conduits to within 12-in of wall	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes & doghouse opening 5- Missing duct plugs 6- Cut back conduits to within 12-in of wall	**2/23/2023:** 1- CFX maintains duct organizers are required 2- Incorrect mahole ring (the cover is correct but missing pentabolts due to incorrect ring)	8/3/2023: Duct Organizer have been installed. See picture	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: 1 - During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 2 - TCD/SGL are preparing an RFM/FCR to address the missing 2-4" laterals and incorrect manhole ring and cover 9/13/2023: Item is ready for CFX review. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.
7		FOMH-408-9.4-WB STA 627+74.5	Missing duct organizers Fiber cable not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Grounding rod penetration not sealed Missing Pentabolts Remove temporary fiber and 1-in conduit and grout hole Connect tone wire for fiber drop cable to grounding system in manhole	1- Missing duct organizers 2- Fiber cable not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Grounding rod penetration not sealed ~~7- Missing Pentabolts~~ 8- Remove temporary fiber and 1-in conduit and grout hole 9- Connect tone wire for fiber drop cable to grounding system in manhole	**9/20/2023:** 1 - TCD stated 4" duct organizer could not be installed due to the presence of 2-1.5" Gray/Black conduits. CFX stated to leave as-is and grout the hole to seal. 2 - Incorrect manhole ring and cover. Missing pentabolts from initital inspection was documented in error. 3 - Fiber drop tone wire was not corrected however was corrected in the field during re-inspection.	8/29/23: Duct Organizers	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 8/28/2023: Ready for CFX Inspection. Pentabolts will be installed once inspection is completed. 9/20/2023: FOMH was re-inspected with additional findings (see Re-inspection Notes column) 11/14/2023: All items have been completed to the satisfaction of CFX with the exception of incorrect manhole ring & cover. Turning Blue.
8		FOMH-408-9.2A-WB STA 617+79.4	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Incorrect manhole ring and cover, missing pentabolts, also ring and concrete box are offset and seal damaged Ladder is not hanging on ladder rung properly due to large amount of dirt and debris in bottom of manhole Ground rod is installed horizontally through 4" duct hole, this is not acceptable	~~1- Missing duct organizers~~ 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Incorrect manhole ring and cover, missing pentabolts, also ring and concrete box are offset and seal damaged 7- Ladder is not hanging on ladder rung properly due to large amount of dirt and debris in bottom of manhole 8- Ground rod is installed horizontally through 4" duct hole, this is not acceptable	**9/20/2023:** 1 - Missing duct organizers from initital inspection was documented in error. All conduits enter/exit the FOMH through the precast hole openings. 2 - Incorrect manhole ring and cover, ring and concrete box are offset and seal damaged.		2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover issues.
10		FOMH-408-9A-WB STA 604+81.1	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Grounding rod penetration not sealed Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Cut back conduits to within 12-in of wall	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Grounding rod penetration not sealed 7- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 8- Cut back conduits to within 12-in of wall	**9/20/2023:** 1 - Fiber drop tone wire to the OBT Ramp C toll plaza has not been installed	8/7/2023: Duct organizer has been installed.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/20/2023: FOMH was re-inspected with additional findings (see Re-inspection Notes column) 9/20/2023: All items have been completed with the exception of incorrect manhole ring and cover.
11		FOMH-408-9-WB STA 602+35.9	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Grounding rod penetration not sealed Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Grounding rod penetration not sealed 7- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26)	N/A	8/7/2023: Duct organizer has been installed.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover issues.
13		FOMH-408-8.7-WB STA 588+61.3	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Excess pipe sleeve sticking out approx. 6-in needs to be trimmed back Ground rod installed through side of manhole, this is not acceptable	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 7- Excess pipe sleeve sticking out approx. 6-in needs to be trimmed back 8- Ground rod installed through side of manhole, this is not acceptable	**9/20/2023:** 1 - Excess pipe sleeve sticking out approx. 6-in has not been corrected. CFX stated to leave as-is and mark item green.	8/7/2023: Duct organizer has been installed.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.
14		FOMH-408-8.4-WB STA 578+19.56	Missing duct organizers Remove all dirt and debris Grout all unused holes Missing duct plugs Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Ground rod installed through side of manhole, this is not acceptable Ground rod installed through bottom of manhole currently not being used, grounding rod penetration not sealed	1- Missing duct organizers 2- Remove all dirt and debris 3- Grout all unused holes 4- Missing duct plugs 5- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 6- Ground rod installed through side of manhole, this is not acceptable 7- Ground rod installed through bottom of manhole currently not being used, grounding rod penetration not sealed	N/A		2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.

Proposed

CFX Deficiency List Walk - ITS (PARTIAL)

Item	Photo	Location	Description	I4MP Team Repair Closeout Tracking	Re-inspection Notes	I4MP Team Response Comments	COS Review Comments
15		FOMH-408-8.3-WB STA 573+00.0	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Ground rod installed through side of manhole, this is not acceptable Remove excess conduit	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) 7- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 8- Ground rod installed through side of manhole, this is not acceptable 9- Remove excess conduit	N/A	8/16/2023: Item 15.1 Duct Organizer is complete.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/20/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.
16		FOMH-408-8.1A-WB STA 562+00.0	Missing duct organizers Remove all dirt and debris Grout all unused holes Missing duct plugs Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Cut back conduits to within 12-inches of wall Ground rod installed through side of manhole, this is not acceptable Tone wire not installed in black/red conduit Removed all abandoned fiber (yellow conduit), **VERIFY BEFORE REMOVAL**!	1- Missing duct organizers 2- Remove all dirt and debris 3- Grout all unused holes 4- Missing duct plugs 5- Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) 6- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 7- Cut back conduits to within 12-inches of wall 8- Ground rod installed through side of manhole, this is not acceptable 9- Tone wire not installed in black/red conduit 10- Removed all abandoned fiber (yellow conduit), VERIFY BEFORE REMOVAL!	9/20/2023: 1 - Tone wire still not installed in the black/red conduit. Currently installed in yellow conduit. 2 - Three (3) 4" Lateral stubouts inside FOMH are sealed with foam. Foam needs to be completely removed and openings sealed with snug plugs.	8/16/2023: Item 16.1 Duct Organizer is complete.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/20/2023: FOMH was re-inspected with additional findings as well as tone wire conduit location still not corrected (see Re-inspection notes). 10/30/2023: All items completed w/ the exception of MH Ring & Cover. This item is under CFX review. 12/11/2023: CFX has no additional comments. This item is being moved to the commercial issue (Blue) list for the MH Ring & Cover.
20		FOMH-408-9.4-EB STA 626+00.0	Missing duct organizers Fiber cables not hanging on racks Remove all dirt and debris Grout all unused holes Missing duct plugs Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Ground rod is installed horizontally through 4" duct hole, this is not acceptable	1- Missing duct organizers 2- Fiber cables not hanging on racks 3- Remove all dirt and debris 4- Grout all unused holes 5- Missing duct plugs 6- Missing ground chair lugs (see "Manhole Grounding" detail sheet IT-29) 7- Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 8- Ground rod is installed horizontally through 4" duct hole, this is not acceptable	N/A	9/13/23: Duct Organizer installed.	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/29/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.
24		FOMH-408-9.7A-EB STA 644+16.5	Missing duct organizers Missing cable racks, hang fiber on racks once installed Remove all dirt and debris Grout all unused holes Missing duct plugs Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) Grounding not installed (see "Manhole Grounding" detail sheet IT-29) Missing ladder Cut back stub-out conduits within 12-inches of wall	1 - Missing duct organizers 2 - Missing cable racks, hang fiber on racks once installed 3 -Remove all dirt and debris 4 - Grout all unused holes 5 - Missing duct plugs 6 - Incorrect manhole ring and cover, missing pentabolts (see "Manhole Cover" detail sheet IT-26) 7 - Grounding not installed (see "Manhole Grounding" detail sheet IT-29) 8 - Missing ladder 9 - Cut back stub-out conduits within 12-inches of wall	N/A	9/13/23: Duct Organizers, Latter installed	2/14/2023: The COS presented the requirements of the Area 2 Package 9 ITS Plans to the I4MP Team. An acceptance proposal will be submitted. 7/25/2023: During the CFX Quality Meeting, TCD stated they have ordered the duct organizers and should have them installed by the end of August 2023. 9/13/2023: Item is ready for CFX review. 9/29/2023: FOMH was re-inspected and all items have been completed with the exception of incorrect manhole ring and cover.
34		New Cabinet 408 9.7 EB	Cabinet mounting location is not acceptable due to fall safety hazard. Drop off exceeds OSHA regulations without hand rail. Need to install cabinet on pedestal on level ground adjacent to pull boxes. Missing two (2) cyberlocks (Deliver to CFX) DCS flexible conduit is full of water Neutral #6 wire needs to be white insulated per NEC Need to install 40A safety service disconnect (8F) at cabinet location per service point detail (IT-51) DCS is powered with Belden 2C wire. This is not acceptable. Conductors shall be 3-#10 AWG (Black/White/Green) Battery temperature control cable is not connected ITS Cabinet ground needs to be terminated to ground busbar in cabinet DCS antennas are not installed in accordnace with System Wide ITS plan sheet IT-22. Missing: "T" down rod, flex conduit from rigid conduit T-body to down rod to protect coax cable, coax cable slack/drip loop, etc. DCS Reader cabinet was not accessible for inspection. **Need to provide photos of inside of DCS Reader cabinet for inspection.** Cabinet SPD (ASCO 400 Series) is not functioning. Need to replace. Electrical pull boxes: Wrong lid. Hot wire is brown, should be black. Neutral #6 wire is Brown, needs to be white insulated per NEC. Fiber pull box: Wrong lid. New fiber needs to be labeled. Grounding pull box: Wrong lid. Needs mow pad.	1 - Cabinet mounting location is not acceptable due to fall safety hazard. Drop off exceeds OSHA regulations without hand rail. Need to install cabinet on pedestal on level ground adjacent to pull boxes. 2 - Missing two (2) cyberlocks (Deliver to CFX) *Not Required per Contract Documents 3 - DCS flexible conduit is full of water 4 - Neutral #6 wire needs to be white insulated per NEC 5 - Need to install 40A safety service disconnect (8F) at cabinet location per service point detail (IT-51) 6 - DCS is powered with Belden 2C wire. This is not acceptable. Conductors shall be 3-#10 AWG (Black/White/Green) 7 - Battery temperature control cable is not connected 8 - ITS Cabinet ground needs to be terminated to ground busbar in cabinet 9 - DCS antennas are not installed in accordnace with System Wide ITS plan sheet IT-22. Missing: "T" down rod, flex conduit from rigid conduit T-body to down rod to protect coax cable, coax cable slack/drip loop, etc. 10 - DCS Reader cabinet was not accessible for inspection. **Need to provide photos of inside of DCS Reader cabinet for inspection.** 11 - Cabinet SPD (ASCO 400 Series) is not functioning. Need to replace. 12- Electrical pull boxes: Wrong lid. Hot wire is brown, should be black. Neutral #6 wire is Brown, needs to be white insulated per NEC. 13- Fiber pull box: Wrong lid. New fiber needs to be labeled. 14- Grounding pull box: Wrong lid. Needs mow pad.	2/22/2023: 1- CFX maintains the cabinet/service disconnect mounting locations are not acceptable 2- CFX states they have not received the cyberlocks. *Not Required per Contract Documents 3- CFX does not agree with I4MP response that a "T" down rod is not required for DCS antennas. 4- DCS conductors need to terminate inside the cabinet, currently terminate at the breaker panel (Corrected on 2/27/2023) 5- Electrical pull box: wrong cover 6- Fiber pull box: wrong cover 7- Grounding pull box: wrong cover, missing mow pad	1 - ITS Cabinet is installed as per RFC Sheet IT-9 which was reviewed by CFX ITS Engineer - Access to cabinet to be accomplished using bucket truck, which does not constitute an OSHA violation. 7/28/2023: From Deficiency List Re-inspection - #34.3 Pictures of installed T-Brackets and DCS reader cabinet - Uploaded 8/03/2023: Please see sheet IT-22 from "ITS System Wide Area 2 Downtown". provides DCS sign structure Mounting Details and clearly depicts the DCS cabinet mounted on the structure upright. 9/13/23: Route Marker and Pull box installed. See pictures attached	4/4/2023: As discussed in CFX Quality Meeting, CFX Spec. 668-2.1 allows for #2 lock or cyberlock. 7/26/2023: Per ITS Cabinet Re-inspection Summary from 2/22/2023, CFX maintains cabinet mounting location is not acceptable. 9/29/2023: All items have been completed with the exception of mounting location.
54		SR 408 EB Bridge 246 Span 20R	Remove abandoned bullet resistant conduit and hanger assemblies **(TYPICAL THROUGHOUT BRIDGE 246)**	1- Remove abandoned bullet resistant conduit and hanger assemblies **(TYPICAL THROUGHOUT BRIDGE 246)**	N/A	7/20/23: TCD has reviewed the plans and project documents and did not find any reference supporting the removal of existing ITS conduit along bridge 246. TCD proposes leaving abandoned conduit in place. 8/9/23: With respect to the removal of existing conduits under bridges, it is SGL's position that the RFC Plan General Plan Note 35 in Area 2 Pkg 9 Sheet IT-3 has been satisfied. The note as written uses the language "as needed" to indicate to the Contractor to remove the portions of the Existing ITS that conflict with the new Permanent ITS.	7/31/2023: Area 2 Pkg. 9 RFC Plan Sheet IT-3, General Note 35 - "These plans only show the proposed permanent ITS and existing ITS to remain. Refer to Maintenance of Communications (MOC) Plans for more complete existing and temproary ITS during construction. The Contractors shall clear and remove existing ITS system as needed that is not part of the permanent ITS system."

Proposed

CFX Deficiency List Walk - ITS (PARTIAL)

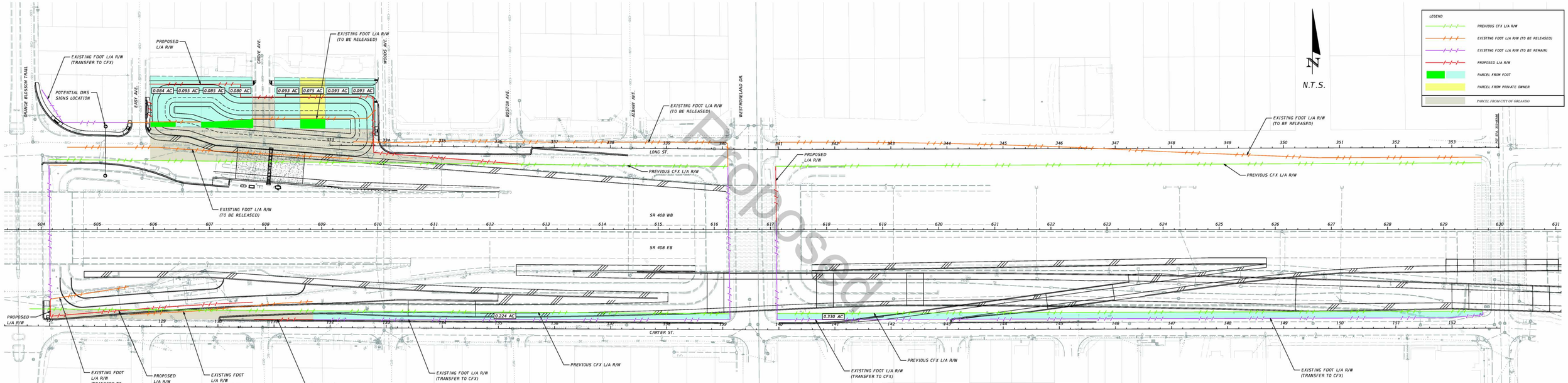
Item	Photo	Location	Description	I4MP Team Repair Closeout Tracking	Re-inspection Notes	I4MP Team Response Comments	COS Review Comments
57		Aerial Splice Box STA 655+20.0	Missing duct plugs ~~Missing duct organizers~~ The LMS tone wire is not installed in the 1" Black w/ Red Stripe conduit as required	1- Missing duct plugs ~~2- Missing duct organizers~~ 3- The LMS tone wire is not installed in the 1" Black w/ Red Stripe conduit as required	N/A	12/1/23: Please see updated photos indicating both sides of the Aerial pull box with nine (9) ITS conduits entering & leaving. 1/8/2024: TCD requesting this item be moved to Commercial Services for resolution as there is nothing further TCD can do without adding more splice points.	8/8/2023: CFX informed the COS that 2014 OOCEA Requirements do not require duct organizers in the bridge mounted aerial junction boxes. 9/26/2023: All items complete. Ready for CFX review. 11/29/2023: CFX notes only one side of the aerial pull box is shown, and therefore only one entrance of the conduits can be seen. 12/5/2023: This updated response is under CFX review. 12/11/2023: CFX notes, having the one set of couplings (shown on the left) at the edge of the 6" casing will prevent any future repairs in the event of a failure. There should have been only one set of fusion couplings in the center of this enclosure.
60		Aerial Splice Box SR 408 EB Bridge 246 Approx. STA 654+00	Aerial Splice Box not detailed on RFC Plans CFX will need a photo of inside aerial splice box	1- Aerial Splice Box not detailed on RFC Plans	N/A	See photo. 1/3/23: See uploaded photo	2/3/2023: The response is not acceptable. Please provide a photo(s) showing how the conduits enter the bullet resistant fiberglass conduit. The concern is the fusion splices will fail if they interact with the aerial splice box and/or bullet resistant fiberglass conduit inside the aerial splice box. Also, it was agreed that a single fusion splice with sufficient cover would be installed, the photo indicates 2 fusion splices with limited cover from the edge of the aerial splice box.
69		SR 408 EB Existing Bridge 750569 (Terry Ave)	Verify if additional conduit is permanent or abandoned. If abandoned, remove bullet resistant conduit and hanger assemblies	1- Verify if additional conduit is permanent or abandoned. If abandoned, remove bullet resistant conduit and hanger assemblies	N/A		7/31/2023: Area 2 Pkg. 9 RFC Plan Sheet IT-3, General Note 35 - "These plans only show the proposed permanent ITS and existing ITS to remain. Refer to Maintenance of Communications (MOC) Plans for more complete existing and temproary ITS during construction. The Contractors shall clear and remove existing ITS system as needed that is not part of the permanent ITS system."
71		SR 408 EB Bridge 235	Details of existing conduits are not in RFC Plans. Verify if conduit and hanger assemblies are permanent or abandoned. If abandoned, remove.	1- Details of existing conduits are not in RFC Plans. Verify if conduit and hanger assemblies are permanent or abandoned. If abandoned, remove.	N/A	CFX punch list items 71 makes reference to removal of the existing bullet proof conduit that is no longer in use. Please note that there is no reference to the removal of this in the RFC plans. Based upon this, we consider these items as being closed.	7/31/2023: Area 2 Pkg. 9 RFC Plan Sheet IT-3, General Note 35 - "These plans only show the proposed permanent ITS and existing ITS to remain. Refer to Maintenance of Communications (MOC) Plans for more complete existing and temproary ITS during construction. The Contractors shall clear and remove existing ITS system as needed that is not part of the permanent ITS system."

Proposed

Attachment

ROW Map

Proposed



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
	FDOT Notice to CFX for theTransfer of Maintenance Responsibility		

MOFFATT & NICHOL
1025 GREENWOOD BLVD, SUITE 371
LAKE MARY, FL 32746

SR 408 WIDENING (SR 15 (US 441) TO I-4	
ROAD NO.	PROJECT NO.
SR 408	408-315A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

L.A. R/W EXHIBIT

jblackford 1/16/2025 10:08:25 AM Preferred Concept 2.0 D:\CRL\212934\26 CADD\Working\408-315A\roadway\PLANR099 LARW EXHIBIT PARCELS.dgn

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of First Contract Renewal with Quest Corporation of America, Inc. for Public Information Services
Contract No. 001935

Board approval of the first renewal for the above referenced contract with Quest Corporation of America, Inc. in the amount of $2,444,886.69 for one year beginning January 9, 2026 and ending January 8, 2027 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes public information services for various projects in the Five-Year Work Plan.

Original Contract	$3,792,336.92
Supplemental Agreement No. 1	$1,372,400.00
First Renewal	$2,444,886.69
Total	$7,609,623.61

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

Reviewed by: *Brian Hutchings*
Brian Hutchings
Senior Manager of Community Relations

Racquel Asa
Racquel Asa
Senior Director of External Affairs

RENEWAL NO. 1
to
CONTRACT NO. 001935
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
QUEST CORPORATION OF AMERICA, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Quest Corporation of America, Inc.** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001935**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **01/09/2026** and expiring on **01/08/2027**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$5,164,736.92** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$2,444,886.69**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$7,609,623.61**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

QUEST CORPORATION OF AMERICA, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Aneth Williams
Title: _____	Title: Director of Procurement
Date: _____	Date: _____
ATTEST: _____ Secretary or Notary	Reviewed and approved as to form for the exclusive reliance of CFX on: _____
	By: _____ Cristina T. Berrios Deputy General Counsel

QUEST.

Attention: Brian Hutchings
Central Florida Expressway Authority (CFX)
4974 ORL Tower Rd.
Orlando, FL 32807

RE: CFX Five Year Work Plan Public Information Services Contract - One Year Renewal (Quest)

Dear Mr. Hutchings:

Thank you for the opportunity to continue to serve CFX.

Quest is proud and humbled to serve CFX and to provide this projection for a one-year renewal of the Five-Year Work Plan PIO Services Contract. Regarding the justification for the projections, the CFX Work Plan continues to grow, as does CFX requests for additional communications tasks and tactics.

As discussed, and for your consideration:

- High-profile project tasks require multiple rounds of heavy and widespread agency staff involvement in reviews, leading to literally dozens of versions of some deliverables (requiring extensive PIO, creative, multimedia and/or IT efforts)
- The current Five-Year Work Plan is $10 million *more* than last year, with $80 million *more* in expansion (major) projects than the previous year. The indication is that this trend in plan growth is expected to continue.
- The Executive Director has tasked CFX Comms and Quest with "setting the gold standard in public engagement"
- Therefore, we have projected for enhanced engagement for system expansion projects (SR 516, SR 538 Poinciana Parkway Extension, Southport Connector Expressway, NEC2, and Sanford Airport Connector, SR 534) even as they move into design and construction.
- Enhanced engagement tactics have now become part of the ongoing communications arsenal (surveys, independent websites, videos, animation, virtual resource spaces and amped-up social media), all requiring significant production and review / revision efforts and hours.
- Quest in September 2025 was directed to begin monitoring CFX social media channels daily - 7 days a week - for comments that require responses on projects that we are covering. This task, including drafting responses and coordinating reviews, involves checking all channels for all our projects three times a day.
- Quest was directed to provide a projection that would aim to avoid needing to seek an SA from the Board in 2026, so we attempted to include contingency hours for as-yet-unknown, new and varied projects and requests.

We appreciate your attention to this matter, and we're happy to meet to discuss any questions you may have, as well as to adjust as desired.

Kind Regards,
Tina Weinus
Tina Weinus
Director of Billing/Time and Materials Management

CONTRACT NO.: 001935

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR
PUBLIC INFORMATION SERVICES

THIS SUPPLEMENTAL AGREEMENT No. 1 ("Supplemental Agreement") is made and entered into by and between Central Florida Expressway Authority ("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 Quest Corporation, a Florida Profit Corporation, registered and authorized to do business in the State of Florida, hereinafter called the "Contractor". CFX and Contractor may be herein referred to individually as the "Party" or collectively as the "Parties."

A. On January 3, 2023, CFX and Contractor executed an Agreement for Contractor to provide public information services and related tasks as may be assigned to the Contractor by CFX ("Agreement"), and

B. CFX elects to add funding for the Contractor to complete the services outlined in the Scope of Services, as defined in the Agreement and Exhibit "A," attached thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein the Parties agree as follows:

1. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement is reflected in ~~**bold/strikethrough**~~.

3. Section 3 of the Agreement titled "Contract Amount and Compensation for Services" is amended to read as follows:

3.1. The Contract Amount for the Initial Contract Term is ~~**$3,792,336.92**~~ $**5,164,736.92** an increase of $1,372,400.00.

3.2 **Human Trafficking**. **In accordance with Section 787.06(13), Florida Statutes, when a 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 a s defined in Section 787.06(2)(a), Florida Statutes, such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

4. **Effect on Agreement**. All terms and conditions of the Agreement 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, the provisions of this Supplemental Agreement shall take precedence.

5. **Counterparts and Electronic Signatures**. This Supplemental Agreement may be executed in multiple counterparts, including by electronic 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.

6. **Effective Date**. This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 1: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on the 10th day of April 2025, and Quest Corporation of America, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date:

Print Name: Aneth Williams 5/28/2025

Title: Director of Procurement

QUEST CORPORATION OF AMERICA, INC.

By: Diane Hackney Date: April 16, 2025

Print Name: Diane Hackney Title: Director of Contracts Management

Approved as to form for CFX's exclusive reliance only:

By:

Print: Cristina T. Berrios
Deputy General Counsel

Date: 05/27/2025

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

QUEST CORPORATION OF AMERICA, INC.

PUBLIC INFORMATION SERVICES
CONTRACT NO. 001935

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $3,792,336.92

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001935

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001935

CONTRACT

This Contract is made this 08th day of December 2022, 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 QUEST CORPORATION OF AMERICA, INC., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Court, Land O' Lakes, FL 34638, 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 Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 29, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of one 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.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 The Contract,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal, and
1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days 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 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 $3,792,336.92

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 ("Method of Compensation"), the technical proposal attached hereto as **Exhibit "C"**, and the Price Proposal attached hereto as **Exhibit "D"**, all of which shall be incorporated herein by reference.

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 "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 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

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** 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.

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 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. 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.

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. 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 individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Sharlene Lairscey, Client Relationship Manager
Mary Brooks, Project Principal
~~Elisa DiGrazia~~, Contract Manager Diane Hackney
Kathy Putnam, Senior PIO Lead
Shemir Wiles, Senior PIO / QC Officer / Social Media
Kevin Camara, Senior PIO / Innovative Technology
Colleen Shea, PIO
Ashley Ingham, Junior PIO

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. 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 RFP and 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 hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by

replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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 of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

None

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.

18. 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.

19. 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.

20. 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.

21. 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."

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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

27.2 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.

28. 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. ASSIGNMENT

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

29. 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.

30. 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.

31. 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: Public Information Officer

Copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Quest Corporation of America, Inc.
Attn: Mary Brooks, Project Principal
17220 Camelot Court
Land O' Lakes, FL 34638

Copy to: Quest Corporation of America, Inc.
Attn: ~~Elisa DiGrazia~~, Contract Manager Diane Hackney
17220 Camelot Court
Land O' Lakes, FL 34638

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A"	Scope of Services
Exhibit "B"	Method of Compensation
Exhibit "C"	Contractor Technical Proposal
Exhibit "D"	Contractor Price Proposal
Exhibit "E"	Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001935

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 December 08, 2022.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: Diana Hackney

Assistant Vice President

Title

ATTEST: _____ (Seal)

12/16/2022

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.01.03 11:29:03 -05'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.01.03 11:09:20 -05'00'

General Counsel for CFX

Diego "Woody" Rodriguez

Print Name

EXHIBIT “A” – SCOPE OF SERVICES

SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001935

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects and studies included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and the Manager of Communications in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance to CFX for approval before of making any staffing changes serving the CFX Public Information Services contract.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority understands that extensive public involvement is needed through all phases of a project, from the early conceptual and planning stages, into design and through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (January 2021 or most current version). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least 8-10 business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (**See Section 2.3.7 - Project Database**).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events both in-person and virtually. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Ability to conduct virtual meetings and hybrid virtual/public meetings
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff
- Make sure to appropriately translate materials into Spanish, Creole and others as requested.

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected

officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with CFX's Manager of Communications to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by CFX's Manager of Communications, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX's Manager of Communications, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Manager of Communications, for public events and festivals.

2.1.12 The Contractor shall assist CFX in educational outreach for area schools (such as participation in CFX's program with Orange County Public School's STEM students).

2.2 Public Hearings

2.2.1 The Contractor, at a minimum, shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

- Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes (this includes digital notifications).. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

- Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.2 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display

- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials
- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- Prepare a virtual public hearing component as requested by CFX
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.3 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each Capacity Improvements, Interchange or System Expansion Projects or other projects as directed by CFX at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX Capacity Improvements, Interchange or System Expansion Projects, or other projects as directed. The Fact Sheets shall provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Fact Sheets shall also be translated into Spanish, Creole and others as directed. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX's website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning, design, and/or construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval by CFX's Manager of Communications, construction alerts about

construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website and designated social media pages.

2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be targeted to E-PASS customers that travel through the specific work area. May have to send multiple emails, notifications as part of the CAP determined by the extent of construction.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute to individual homeowners' items such as Door Hanger Flyers (typically double-sided with one English side and one Spanish side) or other similar communication tools. All individual homeowner communication tools shall provide details about the work, the possible impact, and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the manned lanes at CFX's Mainline Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.3.6 The Contractor shall respond to project-related calls within 24 hours of receipt, or the morning of the next business day if received on the weekend or during a holiday.

2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall make ongoing updates to the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated. The Contractor shall provide CFX's Manager of Communications a weekly report for each of the active projects or as requested.

2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Manager of Communications at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall receive approval from CFX's Manager of Communications before replying to media inquiries. The Contractor shall provide CFX's Manager of Communications with Media Talking Points for review and approval prior to all media interviews. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX's social media platforms.

2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX's Public Outreach and Communications team as well as agendas for the bi-weekly engineering and construction team meetings.

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles to the Manager of Communications by the end of the first week of each month for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Communications team with brief and timely project updates each month that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings either in person or virtually.

2.3.15 The Contractor shall take meeting notes as necessary.

2.3.16 The Contractor shall immediately contact CFX's Manager of Communications with any issues that may require urgent attention that could impact the Agency and/or its customers.

2.4 Quality Control

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of First Contract Renewal with The Valerin Group, Inc. for Miscellaneous Public Information Services
Contract No. 001949

Board approval of the first renewal for the above referenced contract with The Valerin Group, Inc. in the amount of $830,000.00 for one year beginning January 9, 2026 and ending January 8, 2027 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes public information services for various projects in the Five-Year Work Plan.

Original Contract	$1,849,840.00
First Renewal	$ 830,000.00
Total	$2,679,840.00

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

Reviewed by: *Brian Hutchings*
Brian Hutchings
Senior Manager of Community Relations

Racquel Asa
Racquel Asa
Senior Director of External Affairs

RENEWAL NO. 1
to
CONTRACT NO. 001949
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
THE VALERIN GROUP, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **The Valerin Group, Inc.** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001949**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **01/09/2026** and expiring on **01/08/2027**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$1,849,840.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$830,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$2,679,840.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

THE VALERIN GROUP, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: _____

By: _____
Cristina T. Berrios
Deputy General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

THE VALERIN GROUP, INC.

PUBLIC INFORMATION SERVICES – MISCELLANEOUS (SSBE)

CONTRACT NO. 001949

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $1,849,840.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

PUBLIC INFORMATION SERVICES – MISCELLANEOUS (SSBE)

CONTRACT NO. 001949

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001949

CONTRACT

This Contract is made this 08th day of December 2022, 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 THE VALERIN GROUP, INC., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 3903 Northdale Blvd., 100E, Tampa FL. 33624, 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 Public Information Services – Miscellaneous and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 22, 2022, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of one 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.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 The Contract,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal, and
1.5 The Price Proposal

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days 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 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.) If necessary, the Procurement Director may extend the term of the Contract to complete any pending tasks or assignments so long as it will not increase or require any further increases in the contract amount.

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 $1,849,840.00

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 ("Method of Compensation"), the technical proposal attached hereto as **Exhibit "C"**, and the Price Proposal attached hereto as **Exhibit "D"**, all of which shall be incorporated herein by reference.

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 "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 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

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** 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.

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 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. 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.

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. 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 individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Valerie Ciudad-Real, Principal-in-Charge | Contract & QC Manager

Andy Orrell, Senior Public Information Officer

Erin Kleinfelt, Public Information Officer

Susan Clary, Public Information Officer

Astra Champion, Public Information Officer

Ashlee Cornett, Public Information Officer | Senior Administrator

Alice Ramos (Bilingual), Public Information Officer

Chuck Thompson, Graphic Designer

Brittany Bisacca, Graphic Designer

David Herrera (Bilingual), Graphic Designer

Kenny Gil, Multimedia Specialist | Web Developer

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. 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 RFP and 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 hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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 of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

None

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.

18. 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.

19. 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.

20. 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.

21. 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."

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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

27.2 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.

28. 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. ASSIGNMENT

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

29. 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.

30. 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.

31. 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 AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: CFX Public Affairs Officer

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: THE VALERIN GROUP, INC.
Attn: Valerie Ciudad-Real, President
13014 N. Dale Mabry Highway, #820,
Tampa, FL 33618

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A"	Scope of Services
Exhibit "B"	Method of Compensation
Exhibit "C"	Contractor Technical Proposal
Exhibit "D"	Contractor Price Proposal
Exhibit "E"	Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001949

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 December 08, 2022.

ACCEPTED AND AGREED TO BY:

THE VALERIN GROUP, INC.

By: Valerie Ciudad-Real

Valerie Ciudad-Real President

Title

ATTEST: Valerie Ciudad-Real (Seal)

DATE: 12/20/2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.01.05 13:39:08 -05'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.01.05 12:04:09 -05'00'

General Counsel for CFX

Diego "Woody" Rodriguez

Print Name

EXHIBIT “A” – SCOPE OF SERVICES

SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES – MISCELLANEOUS
CONTRACT NO. 001949

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for miscellaneous projects and other assigned projects that are in the Central Florida Expressway Authority's (CFX) 5-year work plan as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications team and the Manager of Communications in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance to CFX for approval before making any staffing changes serving the CFX Public Information Services contract.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority understands that extensive public involvement is needed through all phases of a project, from the early conceptual and planning stages, into design and through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (January 2021 or most current version). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least eight to ten (8-10) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (**See Section 2.3.7 - Project Database**).

2.1.4 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.5 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Manager of Communications and Communications Team.

2.1.6 The Contractor shall work directly with the CFX's Manager of Communications to identify and execute community outreach opportunities related to miscellaneous projects and other assigned projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.7 The Contractor shall be required to coordinate and conduct a pre-construction public meeting, as directed by CFX's Manager of Communications, at least one month prior to the start of specific construction projects.

2.1.8 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX's Manager of Communications, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.9 The Contractor shall provide staffing support, as directed by CFX's Manager of Communications, for public events and festivals.

2.1.10 The Contractor shall assist CFX in educational outreach for area schools (such as participation in CFX's program with Orange County Public School's STEM students).

2.2 Public Information

2.2.1 The Contractor shall prepare a Community Awareness Plan (CAP) for projects as directed by CFX at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges

and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.2.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX Capacity Improvements, Interchange or System Expansion Projects, or other projects as directed. The Fact Sheets shall provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Fact Sheets shall also be translated into Spanish, Creole and others as directed. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.2.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX's website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning, design, and/or construction process.

2.2.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval by CFX's Manager of Communications, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website and designated social media pages.

2.2.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be targeted to E-PASS customers that travel through the specific work area. May have to send multiple emails, notifications as part of the CAP determined by the extent of construction.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute to individual home owners such as Door Hanger Flyers (typically double-sided with one English side and one Spanish side) or other similar communication tools. All individual homeowner communications tools shall provide details about the work, the possible impact and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the manned lanes at CFX's Mainline Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.2.6 The Contractor shall respond to project related calls within 24 hours of receipt, or the morning of the next business day if received on the weekend or during a holiday.

2.2.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall make ongoing updates to the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated. The Contractor shall provide CFX's Manager of Communications a weekly report for each of the active projects or as requested. The Contractor shall alert CFX's Manager of Communications of any project-related issues or complaints that require immediate attention.

2.2.8 Media Outreach – The Proposer shall have active and solid working relationships with local news media outlets. Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Manager of Communications at least three (3) days prior to the distribution deadline.

The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall copy CFX's communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall receive approval from CFX's Manager of Communications before replying to media inquiries. The Contractor shall provide CFX's Manager of Communications with Media Talking Points for review and approval prior to all media interviews. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.2.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and shall create social media content for posting updates as directed to CFX's social media platforms.

2.2.10 Weekly coordination meetings - The Contractor shall submit project agenda-items to CFX's Manager of Communications for the weekly PIO Coordination meetings.

2.2.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit requested articles to the Manager of Communications by the end of the first week of each month for the CFX newsletters.

2.2.12 The Contractor shall provide the CFX Communications team with brief and timely project updates each month that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.2.13 The Contractor shall track and coordinate any project related damage claims in a claims log, this information will also be updated in the project database.

2.2.14 The Contractor shall attend project progress meetings either in person or virtually and provide updates on PIO inquiries and action taken.

2.2.15 The Contractor shall take meeting notes as necessary.

2.2.16 The Contractor shall immediately contact CFX's Manager of Communications with any issues that may require urgent attention that could impact the Agency and/ or its customers.

2.3 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#25

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Contract Award to HUB Public Risk, Inc. for Insurance Broker Services
Contract No. SCON-10000364

A Request for Proposals (RFP) from qualified firms to provide insurance broker services was advertised on July 27, 2025. Two (2) responses were received by the August 28, 2025 deadline. Those firms were Arthur J. Gallagher Risk Management Services, LLC and HUB Public Risk, Inc. The Procurement Director met with the Senior Manager of Risk & Insurance 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, after reviewing the technical proposals, met on September 9, 2025 and shortlisted both firms.

The Evaluation Committee conducted interviews on September 16, 2025. The price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:

Ranking	Firm	Total Points
1	HUB Public Risk, Inc.	101.00
2	Arthur J. Gallagher Risk Management Services, LLC	97.59

The work to be performed includes providing a comprehensive range of insurance broker services to CFX.

Board award of the contract to HUB Public Risk, Inc. in the amount of $250,000.00 for a five year term with five one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: *Son Nguyen* *Lisa Lumbard*

Son Nguyen
Senior Manager of Risk & Insurance

Lisa Lumbard
Chief Financial Officer

RFP-250702 Committee Meeting – September 16, 2025, Minutes

The Evaluation Committee for **Insurance Broker Services, RFP-250702,** held a duly noticed meeting on Tuesday, September 16, 2025, starting at 1:32 p.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members:
Son Nguyen, CFX Senior Manager of Risk & Insurance
Cristina Berrios, CFX Deputy General Counsel
Don Budnovich, CFX Director of Maintenance
Kristine Flores, CFX Director of Human Resources Administration

Other Attendees:
Robert Johnson, CFX Senior Manager of Procurement
Nick Terlecki, Arthur J. Gallagher Risk Management Services, LLC
Michael Gillon, Arthur J. Gallagher Risk Management Services, LLC
Alexis Terlecki, Arthur J. Gallagher Risk Management Services, LLC
Jonathan Romero, HUB Public Risk, Inc.
Jim Duncan, HUB Public Risk, Inc.

Discussion and Motions:
Robert explained that today's meeting was to interview the proposers, finalize the evaluation, and make a recommendation to be presented to the Board.

Interviews:
Robert commenced each of interview with an outline of the interview process and introduction of the firms and Committee members. Robert stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Arthur J. Gallagher Risk Management Services, LLC	1:36 – 2:05 p.m.
HUB Public Risk, Inc.	2:13 – 2:43 p.m.

Upon completion of the last interview the recorder was stopped, and the meeting was considered no longer closed to the public.

Evaluation Portion:
Robert 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	Total Raw Points	Average Points
Arthur J. Gallagher Risk Management Services, LLC	354	88.50
HUB Public Risk, Inc.	364	91.00

Pricing

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

Proposer	Total Price	Points
Arthur J. Gallagher Risk Management Services, LLC	$275,000.00	09.09
HUB Public Risk, Inc.	$250,000.00	10.00

Total Points and Rankings

Proposer	Avg. Tech. Points	Pricing Points	Total Points	Ranking
Arthur J. Gallagher Risk Management	88.50	09.09	97.59	2
HUB Public Risk, Inc.	91.00	10.00	101.00	1

The Evaluation Committee recommends award of the Contract to top ranked proposer, HUB Public Risk, Inc. for $250,000.00. 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 3:11 p.m. These are the official minutes of the Evaluation Committee meeting for RFP-250702 held Tuesday, September 16, 2025.

Submitted by: _____

Robert Johnson, CFX Senior Manager of Procurement

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

_____

Son Nguyen, CFX Senior Manager of Risk & Insurance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

Insurance Broker Services
RFP NO. 250702

EVALUATOR	Arthur J. Gallagher Risk Management Services, LLC		HUB Public Risk, Inc.			
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Son Nguyen	83		90			
Cristina Berrios	88		88			
Don Budnovich	96		99			
Kristine Flores	87		87			
TOTAL	354		364		0	
AVG. TECH. POINTS	88.50		91.00		#DIV/0!	

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Arthur J. Gallagher Risk Management Ser	$ 275,000.00	9.09
HUB Public Risk, Inc.	$ 250,000.00	10.00
		#DIV/0!

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Arthur J. Gallagher Risk Management S	88.50	9.09	97.59	2
HUB Public Risk, Inc.	91.00	10.00	101.00	1
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Committee Members:

Son Nguyen — Tuesday, September 16, 2025

Cristina Berrios — Tuesday, September 16, 2025

Don Budnovich — Tuesday, September 16, 2025

Kristine Flores — Tuesday, September 16, 2025

0 — Tuesday, September 16, 2025

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

HUB PUBLIC RISK, INC.

INSURANCE BROKER SERVICES

CONTRACT NO. SCON-10000364

CONTRACT AMOUNT: $250,000.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

INSURANCE BROKER SERVICES

CONTRACT NO. SCON-10000364

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT NO. SCON-10000364

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CONTRACT NO. SCON-10000364

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

HUB PUBLIC RISK INC.

regarding

INSURANCE BROKER SERVICES

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **HUB PUBLIC RISK INC.** (**"Contractor"**), a Florida Profit corporation, with its principal place of business located at 2623 Centennial Place, Suite 203, Tallahassee, FL. 32308, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

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 Insurance Broker Services under Contract No. SCON-10000364, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about July 28, 2025, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of two 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.

The services to be provided under this Contract include performing Insurance Broker 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 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 five (5) one-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 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 $250,000.00 as defined in the Price Proposal attached hereto as Exhibit "C" and Technical Proposal attached hereto as Exhibit "D" 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. RESERVED

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 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 Financial Strength Rating (FSR) of at least "A-" (excellent) and a Financial Size Category (FSC) of at least Class VIII, 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 Reserved

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 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.

8.5 Reserved

8.6 Reserved

8.7 Reserved

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.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take 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:

(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 and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, 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) 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 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 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. 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;

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 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 for CFX's toll operations and management services.

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.

10.1 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:

10.2 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.

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 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 Program Manager, Technical Manager and Project Administrator (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. 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. 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.

If, during the term of this Contract and any renewals hereof, the CONTRACTOR desires or intends to provide payment to a subcontractor, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the CONTRACTOR 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 CONTRACTOR 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.

19. 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.

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. 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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

23. 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.

24. 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.

25. 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.

26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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

27.2 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.

28. 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.

29. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

29.1 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.

29.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither 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.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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 CONTRACTOR has not yet executed any such forms: (1) CONTRACTOR 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 CONTRACTOR to do shall be cause for termination of this Contract by CFX.

30. 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.

31. 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 AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Senior Manager of Risk & Insurance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

CONTRACTOR: HUB Public Risk Inc.
2623 Centennial Place
Suite 203, Tallahassee, FL 32308
Attn: Jim Duncan, CPCU

HUB Public Risk Inc.
2623 Centennial Place
Suite 203, Tallahassee, FL 32308
Attn: Bart Gunter, President

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Exhibit "D" Technical Proposal
Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by CFX's Board of Directors at its meeting action on the 9th day of October, 2025, and HUB Public Risk, Inc., signing through its undersigned signatory, duly authorized to execute same.

ACCEPTED AND AGREED TO BY:

HUB PUBLIC RISK, INC.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority only, on this ____ day of _____, 2025.

_____

Cristina T. Berrios, Deputy General Counsel

EXHIBIT “A” – SCOPE OF SERVICES

Exhibit A

SCOPE OF SERVICES

INSURANCE BROKER SERVICES

REQUEST FOR PROPOSALS NO. 250702

The Contractor shall provide a full range of insurance broker services. This Scope of Services describes the services required by CFX including, but are not necessarily limited to, the following:

1. Contractor shall work closely with CFX's Risk Manager to routinely evaluate CFX's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:

    a. Analyzing CFX's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by CFX.
    b. Performing catastrophe or other modeling to determine levels of exposure to risks.
    c. Assisting CFX in evaluating the appropriate levels for risk retention.
    d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
    e. Advising CFX on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
    f. Assisting in the development of risk management policies and procedures for CFX as requested.
    g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
    h. Providing research assistance and consultation on risk management issues.

2. Performing all tasks related to the renewal process for all types of insurance coverages including:

    a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
    b. Preparing submissions and specifications for which underwriters may bid.
    c. Making a recommendation for carrier selection, including conducting meetings with CFX management to discuss options.
    d. Finalizing the procurement and execution of all policies required on behalf of CFX including negotiating terms, conditions, and price.
    e. Preparing renewal binders and endorsements as appropriate.

3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.

5. Working closely with insurance carriers and acting as a liaison between CFX and insurance carriers that are contracted by CFX to assist in areas that include, but are not limited to, delivering carrier policies to CFX, handling invoicing issues, and any other issues that may arise.

6. Answering questions and resolving coverage issues related to policy coverage as requested, working with CFX's management, legal counsel and/or auditors in providing needed information and expertise.

7. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.

8. Advising CFX of trends and/or changes in the insurance industry.

9. Making presentations to CFX's Board of Directors, Board Committees or management if requested.

10. Coordinating reporting of claims with third party administrators if applicable.

11. Reviewing CFX contracts as requested to determine if additional risk exposures are present. Assisting CFX in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.

12. Advising CFX on budgeting for insurance in advance of obtaining quotes for coverage.

13. Preparing and submitting special reports, loss analyzes, etc., as requested.

14. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.

15. Coordinating any loss control requests from insurance.

16. Providing assistance upon request for development of a loss control program.

17. Providing general assistance in the administration of CFX's program.

18. Providing additional services as may be assigned in writing by CFX in accordance with the Contract and this Scope of Services.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #26

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Aneth Williams
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of Sixth Contract Renewal with Kyra Solutions, Inc. for Image Processing Solutions
Contract No. 001660

Board approval of the sixth renewal for the above referenced contract with Kyra Solutions, Inc. in the amount of $1,630,000.00 for one year beginning on March 1, 2026 and ending February 28, 2027 is requested . The original contract was for one year with renewals.

The work to be performed includes image review.

Original Contract	$ 1,500,000.00
Supplemental Agreement No. 1	$ 0.00
Contract Renewal No. 1	$ 0.00
Contract Renewal No. 2	$ 500,000.00
Supplemental Agreement No. 2	$ 2,112,000.00
Contract Renewal No. 3	$ 1,150,000.00
Contract Renewal No. 4	$ 0.00
Contract Renewal No. 5	$ 951,603.28
Contract Renewal No. 6	$ 1,630,000.00
Total	$ 7,843,603.28

This contract is included in the OM&A Budget.

Reviewed by: David Wynne

David Wynne
Director of Toll Operations

Jim Greer
Chief Technology & Operations Officer

RENEWAL NO. 6
to
CONTRACT NO. 001660
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
KYRA SOLUTIONS, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Kyra Solutions, Inc.** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001660**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **03/01/2026** and expiring on **02/28/2027**. There are **3** renewal options left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$6,213,603.28** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$1,630,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$7,843,603.28**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private 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**.

D. **Counterpart and Electronic Signatures.** This Renewal 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.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on October 9, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

KYRA SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: _____

By: _____
Cristina T. Berrios
Deputy General Counsel

Docusign Envelope ID: 352F1CB0-702F-4A4F-82BC-90F136D38BE9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 5 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 5 AGREEMENT ("Renewal Agreement"), is made and entered into between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

WHEREAS, the Parties seek to renew the Initial CFX Contract 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 Contract, 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. **Renewal Term**. CFX and Contractor agree to exercise the fifth renewal of said Original Agreement, which renewal shall begin on March 1, 2025 and end on February 28, 2026 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **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 compensation schedule of the Original Agreement in an amount up to $951,603.28 ("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. **Effect on Original Agreement**. 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. **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.

Docusign Envelope ID: 352F1CB0-702F-4A4F-82BC-90F136D38BE9

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 14th day of November 2024, and Kyra Solutions, Inc. signing through its CIO, Corporate Officer, duly authorized to execute same.

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang A. Patel
Title: CIO, Corporate Officer

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:
By: _____
Print Name: Cristina Mendes

By: _____
Print Name: Elizabeth Layman

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Date: 11/21/2024

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: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.11.21 09:48:13 -05'00'
Angela J. Wallace
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of December 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on February 12, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review 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 Contract, 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. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on March 1, 2024 and end on February 28, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **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 compensation schedule of the Original Agreement in an amount up to $0.00 ("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. **Effect on Original Agreement**. 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. **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.

DocuSign Envelope ID: F8BD2D49-7ED3-4586-8F57-FA39E426BD6F

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.

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang Patel
Title: Chief Innovation Officer

ATTEST: _____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: Cristina Mendes

By: _____
Print Name: Shannon Torres

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 27 day of December, 2023 for its exclusive use and reliance.

By: _____
Jo O. Thacker, Interim General Counsel

DocuSign Envelope ID: 300C199B-ADC7-4045-9AF1-42F76EDDA040

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of February 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review 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 Contract, 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. **Renewal Term**. CFX and Contractor agree to exercise the third renewal of said Original Agreement, which renewal shall begin on March 1, 2023 and end on February 29, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **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 compensation schedule of the Original Agreement in an amount up to $1,150,000.00 ("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. **Effect on Original Agreement**. 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. **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.

DocuSign Envelope ID: 300C199B-ADC7-4045-9AF1-42F76EDDA040

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.

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang A. Patel
Title: V.P. of Consulting & Projects

ATTEST: _____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:
By: _____
Print Name: Cristy Mendes

By: _____
Print Name: Elizabeth Layman

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.02.15 15:25:53 -05'00'
Aneth Williams, Director of Procurement

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: 2023.02.15 14:32:11 -05'00'
Diego "Woody" Rodriguez, General Counsel

DocuSign Envelope ID: A61612DA-70A7-40A0-8EF6-E2443DB7E8D3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Image Processing Solution

Contract No. 001660

Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 14th day of April 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KYRA SOLUTIONS, INC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February13, 2020, with a Notice to Proceed date of March 1, 2020, for image processing solution.

CFX desires to expand the Scope of Services to add additional image review services due to an increase in volume of images.

The Contractor hereby agrees to provide the additional image review set forth in this Supplemental Agreement No. 2 with an increase of $1,920,000.00 and a 10% contingency of $192,000.00 totaling $2,112,000.00. This Supplemental Agreement No. 2 amount shall be in addition to the Original Contract amount and other supplementals for total Contract amount of $4,112,000.00.

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, except insofar as the same is altered and amended by this Supplemental Agreement No. 2.

DocuSign Envelope ID: A61612DA-70A7-40A0-8EF6-E2443DB7E8D3

Contract Name: Image Processing Solution

Contract No. 001660

Amount of Changes to this document: $2,112,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.05.04 11:40:47 -04'00'

Aneth Williams Director of Procurement

Date: _____

KYRA SOLUTIONS, INC.

By: _____

Jaydeep A. Patel

Title: VP & Chief Operating Officer

Attest: Cristy Mendes

Cristy Mendes, Office Manager

Date: 5/2/22

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.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.05.04 08:46:18 -04'00'

Diego "Woody" Rodriguez, General Counsel

DocuSign Envelope ID: 7EE8B0B7-1AC4-4E8E-9DAD-DB226C18E237

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

WHEREAS, the Parties seek to renew the Initial CFX Contract 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 Contract, 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. **Renewal Term.** CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2022 and end on February 28, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **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 compensation schedule of the Original Agreement in an amount up to $500,000.00 ("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. **Effect on Original Agreement.** 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. **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.

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DocuSign Envelope ID: 32B55B21-C302-4D9F-837A-5252E5154156

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.

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang A. Patel
Title: VP of Consulting & Projects

ATTEST: _____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: Christopher Arguelles

By: _____
Print Name: Shannon Torres

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.04 20:48:16 -05'00'
Aneth Williams, Director of Procurement

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.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.04 14:34:04 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 11th day of February 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

WHEREAS, the Parties seek to renew the Initial CFX Contract 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 Contract, 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. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2021 and end on February 28, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **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 compensation schedule of the Original Agreement in an amount up to $0.00 ("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. **Effect on Original Agreement.** 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. **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.

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.

KYRA SOLUTIONS, INC.

By: Devang A. Patel
Print Name: Devang A. Patel
Title: VP, Consulting & Projects

ATTEST: _____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

By: Cristy Mendez
Print Name: Cristy Mendez

By: _____
Print Name: JAYDEEP A. PATEL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.15 16:30:34 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 15th day of February, 2021 for its exclusive use and reliance.

By: Woody Rodriguez
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Image Processing Solution

Contract No. 001660

Supplemental Agreement No.1

This Supplemental Agreement No.1 entered into this 15th day of December 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KYRA SOLUTIONS, INC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February 13, 2020, with a Notice to Proceed date of March 1, 2020, for image processing solution.

1. CFX desires to amend the Scope of Services to add additional image review services of images originating from the new Infinity tolling system. This complimentary image review service will provide additional layer of risk management and operation redundancy through geo diversity for CFX. The proposed scope of services includes:
    - Contractor and its subcontractor Global Agility Solutions will provide manual image review operators to work on the following queues, using CFX's Manual Image Review (MIR) system.
    - This service will be provided from offshore location(s) using the Contractor's desktop or laptop.
    - Initially, 6 operators are slated to staff this service to complement CFX's existing image review staff. The staffing level can be revised upwards or downwards per situation.
    - Contractor will charge CFX 1.9 cents, flat fees per single review (per touch).
    - Contractor will use the existing report from CFX's MIR to invoice CFX monthly.
    - Queues will be - Simple jurisdiction, Advanced jurisdiction, Simple registration and Advanced registration.

    Additional queues not mentioned in the scope will be priced separately upon request.

    - CFX will be responsible for providing access to MIR using a secure and timely method.

2. The Contractor hereby agrees to provide the additional services with no increase in the Contact amount.

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, except insofar as the same is altered and amended by this Supplemental Agreement No. 1.

Contract Name: Image Processing Solution

Contract No. 001660

Amount of Changes to this document: $0.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.12.18 16:04:22 -05'00'

Director of Procurement

Date: _____

KYRA SOLUTIONS, INC.

By: Devang D. Patel

Title: VP Projects & Consulting

Attest: _____

Date: 12/18/2020

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 18th day of December, 2020 for its exclusive use and reliance.

By: Woody Rodriguez

Diego "Woody" Rodriguez, General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KYRA SOLUTIONS, INC.

IMAGE PROCESSING SOLUTION

CONTRACT NO. 001660

CONTRACT DATE: February 4, 2020
CONTRACT AMOUNT: $1,500,000.00

CONTRACT
CONTRACT NO. 001660

This Contract No. 001660 (the "Contract" as defined herein below), is made this 13th day of February 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and KYRA SOLUTIONS, INC., whose principal place of business is 4454 Florida National Drive, Lakeland, FL 33813, 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 Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state 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 provide Image Processing Solution and other services as may be assigned to the CONTRACTOR by CFX; and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR;

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 Contract Documents all of which 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.

The services to be provided under this Contract include image review services and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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, consist of:

1.1 The Contract,
1.2 The Scope of Services,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one year with renewal options. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 30 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure 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 hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination 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 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 personnel or with sufficient materials to assure the prompt performance of the work items covered 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 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 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. Upon declaration of default and termination of the Contract, CFX may cease making payments to CONTRACTOR and CFX will not be obligated to make any further payments except for the completed work or portion of the completed work. 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. If such circumstances, CONTRACTOR will provide revised project schedule and corrective action plan acceptable to CFX. 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 terminate or 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 rate will be $0.05 per transaction up to Contract amount of $1,500,000.00. Kyra will utilize Global Agility Solution as a subcontractor on this project.

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 subcontractors. By submitting a response to the Request for Proposal, CONTRACTOR or 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 of the project by CFX, (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. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR RESPONSIBILITY

6.1 CONTRACTOR shall take 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:

(i) all employees of CONTRACTOR and its subcontractors and other persons who 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 areas upon which services are performed;

6.2 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 Standard Operating Procedures, 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) 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.

6.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures 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 negligent 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.

6.4 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. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

6.5 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 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.

6.6 CONTRACTOR shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

7. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or 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 or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional 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:

7.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

7.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

7.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

7.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

7.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

7.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

7.7 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. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. 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.

8. 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:

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

8.2 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.

8.3 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.

8.4 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 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.

9. 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.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The term "CFX Software/Hardware" refers to all software, hardware, programs, procedures, that are owned by CFX.

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, CFX Software/Hardware, 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 CFX 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.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property (defined broadly to include CFX's trademarks,

service marks, copyrights, patents, trade secrets, and publicity) 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.

CFX, its employees, agents, officers, and subcontractors may not use CONTRACTOR Property or CONTRACTOR Intellectual Property in any way, other than under the terms of this Contract, without the prior written consent of CONTRACTOR, which may be granted or denied in CONTRACTOR's sole discretion.

All images, data, results and materials generated under the terms of this Contract, and by way of CONTRACTOR Property and CONTRACTOR Intellectual Property, is the sole Property of CFX (collectively, the "CFX Property and CFX Intellectual Property").

For CONTRACTOR Property and 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:

10.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; OR

10.2 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 utilize the CONTRACTOR Property and CONTRACTOR Intellectual Property 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 for the term(s) of this Contract; AND

10.3 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 use of the CONTRACTOR Property and CONTRACTOR Intellectual Property during the term(s) of this Contract; AND

10.4 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 CFX 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 is 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 for ten years after the term of this Contract, unless required by law or court order.

11. 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.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the 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.

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 Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

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 Florida Statutes 112.313 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.

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. 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 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 CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his 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 her/his 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.

15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/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.

16. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, 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.

17. GOVERNING LAW

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 performed and materials furnished at the prices submitted with the Proposal.

18. 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.

19. 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. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and

nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. 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.

23. 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:

23.1 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

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 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.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 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

24.2 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.

25. 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 subcontractors 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.

26. ASSIGNMENT

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

27. 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.

28. 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.

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the CONTRACTOR:

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology & Operations

CONTRACTOR: KYRA SOLUTIONS, INC.
4454 Florida National Drive
Lakeland, FL 33803
Attn: Devang Patel

31. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or in ability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

32. INSPECTOR GENERAL.

Contractor 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. Contractor agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

33. PUBLIC ENTITY CRIME INFORMATION.

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."

34. ANTI-DISCRIMINATION STATEMENT.

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."

35. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective fully authorized officials, as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

'20 FEB 19 AM10:01

CONTRACTOR

By: Devang A. Patel
Signature

Devang A. Patel
Print Name

VP, Projects & Consulting
Title

ATTEST: _____ (Seal)

DATE: 02/18/2020

Approved as to form and execution, only.

_____
General Counsel for CFX

Kyra Solutions

Dear Jim, and Dave,

Thank you for giving Kyra Solutions, Inc. the opportunity to submit to you our task order for the Image Processing Solution at the Central Florida Expressway Authority (CFX). The document that follows will discuss the scope and our approach to help CFX improve its timely processing for image-based transactions from legacy toll plazas.

Thank you,

Devang A. Patel

Devang Patel, PMP

Kyra's Scope of Services:

Kyra will provide end to end image review application, infrastructure and labor to provide image review as a service.

Kyra will process images through OCR and / or Manual Image review (double-blind review) and provide results to CFX in a predetermined format.

All manual image reviews will be performed through Kyra's Manual Image Review Application (MIRA), and OCR that has been in production at THEA for 2+ years and providing very high accuracy results.

Kyra has formed the partnership (Kyra's subcontractor) with Manual Image Review Operator to provide help with labor portion of image review. The partner firm has been in the image review business for several years and manages multiple agencies' manual image review tasks. Manual image review will be performed offshore.

By adding Kyra's OCR (KARS), CFX can increase the automation rate for legacy plaza transactions and reduce workload on manual image review operations. Kyra has successfully increased 20%+ automation rate at THEA while maintaining a high accuracy rate.

CFX's responsibilities:

CFX will consume the results provided by Kyra in its database.

CFX will flag the transactions that are being sent to Kyra for processing to avoid duplication of work.

Kyra Solutions

Pricing and Assumptions

Scope of services	Price / Transaction	Comments
Image Review Services	5 cents per transaction	Kyra will charge flat fees of 5 cents per transaction.
Total contract value is expected to be $1,500,000 and the duration of the contract term is one year, beginning 02/14/2020 with 4(four) one-year extension option at CFX's discretion.		

- In the event images can't be read via manual review due to a variety of reasons, unreadable images will be charged on a per transaction basis.
- CFX will pay based on the results received by CFX's back office.
- Adequate network bandwidth is available to support the operations.
- Kyra will use an existing interface with CFX, for receiving and sending images, transactions and results.
- Kyra's subcontractor (Global Agility Solution, Austin, TX) portion will be approximately up to $450,000 of total value.
- If CFX chooses, Kyra will compare the results with POSI, or Trusted list provided by CFX.
- Contract can be terminated by either party with 30 days written notice.
- Kyra will provide monthly billing to CFX, Payment terms: Net - 30

Gold Microsoft Partner · Florida Water · Inc. 5000 · Best · GSA Contract Holder

CONSENT AGENDA ITEM
#27

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 18, 2025

SUBJECT: Approval of Purchase Order to Amtech Systems, LLC for Encompass 6 Automatic Vehicle Identification Readers (AVI E6 Readers) and Antenna
Project Nos. 408-316A and 429-309

Board approval to issue a purchase order to Amtech Systems, LLC in the amount of $227,850.00 is requested. The purchase is for readers and antenna for construction projects 408-316A and 429-309.

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

Reviewed by: _____ _____

Joann Chizlett
Director of Toll Technology

Jim Greer
Chief Technology & Operations Officer

CONSENT AGENDA ITEM #28

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 21, 2025

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses Update and Support

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Board approval to issue a purchase order to Oracle America, Inc. in the amount of $155,127.41 is requested. This purchase is for the continuation of product support and upgrades for various database software licenses for a one-year period from November 15, 2025, to November 14, 2026. Oracle America, Inc. has been designated as a single source provider for these services.

This purchase is included in the OM&A Budget.

Reviewed by:

Rafael Millan
Director of IT

Jim Greer
Chief Technology & Operations Officer

CONSENT AGENDA ITEM
#29

MEMORANDUM

TO: CFX Board Members

FROM: David Wynne, Director of Toll Operations David Wynne

DATE: September 30, 2025

SUBJECT: Approval of Updates to the E-PASS Customer Agreement (Previously Known as E-PASS User Agreement)

Board approval of the updated E-PASS Customer Agreement, previously known as the E-PASS User Agreement, is requested. The updates allow CFX to better align with current and future customer initiatives, including provisions for all electronic tolling.

Reviewed by: Jim Greer
Jim Greer (Oct 2, 2025 09:07:47 EDT)

Jim Greer, Chief Technology & Operations Officer

E-PASS Customer Agreement

CFX Board Approved on October 9th, 2025

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E-PASS® Customer Service Center: P.O. Box 720218 • Orlando, FL 32876 • (800) 353-7277 • E-Pass@CFXway.com
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E-PASS Customer Agreement
CFX Board Approved on October 9th 2025

Section 1. Defined Terms

1.1 This E-PASS Customer Agreement (**"Agreement"**) is entered into between you (**"User"**) and the Central Florida Expressway Authority (**"CFX"**), regarding the use of any CFX issued transponders (**"CFX Transponder(s)"**), including without limitation any of the following:

- **(a)** E-PASS® Portable Transponder (**"E-PASS Portable"**);
- **(b)** Visitor Toll Pass® (**"Visitor Toll Pass"**);
- **(c)** E-PASS® Bumper Transponder (**"Bumper"**);
- **(d)** E-PASS® Sticker Transponder (**"E-PASS Sticker"**);
- **(e)** E-PASS® Xtra Transponder (**"Xtra"**);
- **(f)** Collegiate Pass Transponders, including but not limited to GatorPass®, KnightPass® and NolePass® (the **"Collegiate Pass Transponder(s)"**);
- **(g)** UNI Transponder® (**"UNI"**); and
- **(h)** Collegiate UNI Transponders including but not limited to GatorPass®Uni, KnightPass® UNI, and NolePass® UNI (the **"Collegiate UNI(s)"**).

1.2 **"Portable Transponders"** shall include the E-PASS Portable, Visitor Toll Pass, Bumper, Xtra, Collegiate UNI, UNI, and any other transponder which utilizes an E-PASS® Portable Transponder.

1.3 **"Sticker Transponders"** shall include the E-PASS Sticker, Collegiate Pass Sticker Transponders, and any other transponder which utilizes an E-PASS Sticker Transponders.

1.4 This Agreement governs the use of all CFX Transponders on toll roads, bridges, parking and other facilities within the State of Florida and wherever CFX Transponders are accepted for payment, including without limitation within other states or tolling authorities with which CFX has entered into an interoperability agreement, reciprocity agreement, or some other agreement for the use of a CFX Transponder as payment (**"Interoperable Party"**).

1.5 The term **"User's Account"** shall refer to any Prepaid Account or Postpaid Account created or maintained by User with CFX for purposes of registering any CFX Transponder and making payments.

1.6 The term **"CFX Customer Service Channels"** shall include the following methods of communication by which a User may communicate with CFX and can create, maintain, update or terminate a User's Account. Such methods include without limitation:

- **(a)** Access via www.CFXway.com;

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(b) Access via www.EPASS.CFXway.com;

(c) Access via www.visitortollpass.com;

(d) Access through CFX's contact center services and IVR;

(e) CFX's walk-in retail location;

(f) Access via CFX's mobile applications also known as E-PASS Toll App or Visitor Toll Pass App;

(g) By calling the E-PASS Customer Service Center at 1-800-353-7277;

(h) By submitting an email to: E-PASS@CFXway.com;

(i) By mail to CFX, P.O. Box 720218, Orlando, FL 32872;

(j) In person by visiting the CFX Customer Service Center located at 525 South Magnolia Avenue, Orlando, FL 32801 during regular business hours; and

(k) By such other means as may be provided by CFX in the future.

Section 2. Acknowledgement and Acceptance of Terms

2.1 User's opening of an EPASS account and/or use of any CFX Transponder constitutes User's acknowledgement and acceptance of the terms and conditions of this Agreement. CFX may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. Alterations, amendments or other changes will be posted in the Customer Agreement section online on the CFX website, EPASS.CFXWay.com, Visitortollpass.com, and/or the E-PASS Toll App & Visitor Toll Pass App, and shall be effective upon the date of posting.

2.2 If User does not accept the terms and conditions of this Agreement, or any future alterations, amendments, or other changes to the terms and conditions of this Agreement with CFX, User shall discontinue use of all CFX Transponders and shall notify CFX through one of the CFX Customer Service Channels as identified in Section 1.6 above. The terms for voluntary or involuntary closure of a User's Account, including notification, will be in accordance with Section 14 of this Agreement.

Section 3. Intent of the CFX Transponders

3.1 The intent of CFX Transponders is to provide a safe transportation system and reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. CFX Transponders are licensed to User by CFX for the specific purpose of electronically paying for tolls and/or other services by use of a CFX Transponder at any Florida or Interoperable Party's location where CFX Transponders are accepted for payment.

3.2 One or more CFX Transponders may be activated by establishing a Prepaid Account or a single transponder in the case of the Visitor Toll Pass® Program. Any User's Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of CFX

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Transponders by electronic payment system is a privilege and not a right.

Section 4. User Responsibilities to Provide and Maintain Certain Information

4.1 All vehicles in which the User intends to use a CFX Transponder, including without limitation Portable Transponders, must be listed within the User's Account. Vehicle license plates may only be actively assigned to one CFX Transponder and one account at a time. The license plate number and issuing state must be provided at the time of transponder activation and updated as changes occur. The year, make, model, and color of the vehicle must be provided within sixty (60) days of transponder activation and updated as changes occur.

4.2 User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle. In cases such as these, the User's Account may be identified using the vehicle's license plate and then charged accordingly.

4.3 User is responsible for providing and keeping current: User's mailing address, contact information, e-mail address, vehicle and license plate information, and all account information as may be required. Any changes can be made through one of the CFX Customer Service Channels as identified in Section 1.6 above.

4.4 User shall notify CFX of any change in vehicle, vehicle registration, and/or vehicle license plate prior to using any tolling or other facility where payment CFX Transponder is accepted. User's failure to inform CFX of the current registration and/or license plate number on the vehicle prior to using any toll facility will result in a breach of this Agreement and may result in the issuance of a Uniform Traffic Citation (**"UTC"**) under Section 316.1001, Florida Statutes, or the applicable laws of an Interoperable Party's jurisdiction. These remedies are in addition to any remedies available to CFX, and/or to any applicable Interoperable Party, under federal law, Florida common law, statutes, administrative rules, and this Agreement.

4.5 User has a further duty, in accordance with Section 322.19, Florida Statutes, to notify the State of Florida, Department of Highway Safety & Motor Vehicles (**"DHSMV"**), of any change in a name and/or any change of mailing address to a driver's license issued by the State of Florida within thirty (30) days, and, in accordance with Section 320.02, Florida Statutes, to notify the Motor Vehicle (Tag) Office of any change of mailing address within thirty (30) days. Any changes in such information communicated by User to CFX will not serve as a substitute for any requirements of Florida law to update information to driver's licenses or motor vehicle tags. CFX does not assume, nor does it have, any responsibility to notify DHSMV or the Motor Vehicle (Tag) Office of any information, including without limitation changes in name and/or address, it receives from User.

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Section 5. User Responsibility to Pay Tolls and Maintain their Account Current

5.1 User and the registered owner of a vehicle used on any toll facility is responsible and liable for any unpaid toll or any UTC issued as a result of User's CFX Transponder not being read by the receiving equipment in any toll or other facility accepting payment by CFX Transponder. User shall not use this Agreement as a defense to a toll violation if the CFX Transponder is not read by the receiving equipment unless the supplemental lane transactions show a problem with the receiver in the lane at the time of the alleged violation. "Defective Transponders", "Malfunctioning Transponders", and not properly mounting the CFX Transponder do not relieve either the User or the owner of the motor vehicle involved of any liability for unpaid tolls under Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Party's jurisdiction.

5.2 Unless using a Postpaid User's Account as discussed in Sections 11 and 13 below, User is responsible for pre-paying all tolls. User may be subject to the Pay By Plate rates for tolls when the balance on the User's Account is insufficient to pay any toll. Whether the User has actual knowledge of the balance on the account and whether such balance was insufficient to make payment shall not be a defense to a toll violation and the User and the owner of the vehicle used on the toll facility shall be responsible and liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Party's jurisdiction.

Section 6. CFX Transponder Licenses

6.1 User acknowledges that User's use of any CFX Transponder is a privilege that may be conditioned, limited, revoked, or otherwise restricted at any time for any reason by CFX at its sole discretion. CFX Transponders may only be used: **(a)** in compliance with the terms and conditions of this Agreement and any amendments hereto made in accordance with Section 2 above; and **(b)** at designated E-PASS Lanes, E-PASS enabled lanes, or any other facilities accepting payment by CFX Transponder for services inside or outside the State of Florida.

6.2 Whether paying electronically using a CFX Transponder or by any other payment method, User remains responsible for any toll payments, toll violations, and payments for any other services. Failure to collect payment electronically, even though User has a CFX Transponder, shall not release User of payment responsibility.

6.3 CFX Transponders are for the exclusive use of User, as a purchaser of the CFX Transponder, and those individuals driving vehicles registered to the User's Account, and User acknowledges and agrees not to sell, barter, exchange, or otherwise transfer any CFX Transponder in exchange for any goods, services, or other consideration. Any such sale, barter, exchange, or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated.

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Section 7. Privacy Policy

7.1 CFX respects the privacy of all account holders. CFX does not sell or share its customer list with outside marketers. In addition, personal identifying information generally is exempt from disclosure under Florida's public records law, pursuant to Section 338.155, Florida Statutes, and can only be obtained by persons outside of CFX or authorized law enforcement agencies by subpoena or court order, except that CFX may share certain User's Account information with operators of other tolling or other facilities accepting payment by CFX Transponder for payment, collection, and notice purposes without obtaining a subpoena or court order.

7.2 User acknowledges and agrees that the use of a CFX Transponder on the facility of any Interoperable Party shall make the User's Account Information subject to the privacy and disclosure of records laws applicable in that Interoperable Party's jurisdiction, including without limitation the User's Account information provided by CFX to Interoperable Parties for the purpose of toll payment, collection, and/or notice.

7.3 User acknowledges and agrees that CFX may use data from any CFX Transponder or may authorize any other governmental agencies to use the data collected from CFX Transponders to compile anonymous traffic, travel, or other statistical information.

Section 8. E-PASS Account Types

8.1 **Personal Prepaid Accounts:** Primarily for personal, non-business Users with privately owned or leased vehicles and/or trailers. The minimum opening balance for a Personal Prepaid Account is $10.00. When adding additional CFX Transponders to an existing Prepaid Account, additional prepaid funds may also be required.

8.2 **Business Prepaid Accounts:** Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (**"FEIN"**) may be required to open a Business Prepaid Account. FEIN information must be kept current and may be requested by an E-PASS representative at any time. The minimum opening balance will be established by CFX based on the number of transponders and potential transactions. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement or via emails or text messages, for which standard text message rates may apply. For Business Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate. If a tax exemption certificate is provided after a Business Prepaid Account is established, the tax exemption shall be effective no earlier than the date proof is provided.

8.3 **Visitor Toll Pass® (VTP) Prepaid Accounts:** Primarily for travelers arriving via participating locations who will be renting a vehicle during their stay. Only a single transponder may be linked to VTP account. Users are provided with a Visitor Toll Pass® Transponder to use

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during their rental period. If the CFX Transponder is not returned at the end of the rental the User will be charged for the CFX Transponder. An initial deposit is required to obtain the Visitor Toll Pass. Users having a Visitor Toll Pass® (VTP) Prepaid Account are required to comply with the instructions provided when such account was opened.

Section 9. CFX Transponder Usage

9.1 Unless otherwise directed by CFX, User agrees to properly mount or apply the CFX Transponders, as explained in the E-PASS Installation Guides available through CFX Customer Service Channels (as identified in Section 1.6 above) or in materials provided to the User during account initiation. Not properly mounting the CFX Transponder may result in the CFX Transponder being denied for electronic payment, resulting in unpaid tolls. Such unpaid tolls may result in: a Pay By Plate invoice; additional charges and fees; the issuance of a UTC under Section 316.1001, Florida Statutes; and/or fines, citations, or penalties in accordance with the applicable laws of Interoperable Party's jurisdiction.

9.2 User should never have more than one transponder in the vehicle while traveling through toll lanes or other interoperable systems that accept CFX Transponders. If another Portable Transponder must be placed in the vehicle it should be stored inside a Radio Frequency shield bag (**"RF Shield Bag"**) which prevents the CFX Transponder from being read by the system. The RF Shield Bag is available, free of charge, through any of the CFX Customer Service Channels, as identified in Section 1.6 above.

9.3 User accepts that sharing a CFX Transponder between multiple vehicles for electronic payment at the same time in the same location is prohibited.

9.4 Under no circumstance may a CFX Transponder, including Portable Transponders, be used in a vehicle that has not been registered by User as an authorized vehicle on the User's Account. The vehicle and its unique license plate must be associated to the User's Account information and a vehicle may not be actively listed on more than one account.

9.5 Failure to pay a toll (whether by CFX Transponder or Pay By Plate) is a violation and may result in the issuance of a UTC and/or a registration hold. CFX takes a photographic image of all vehicles, including those that do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User may be billed at a higher Pay By Plate rate via an invoice sent by US mail to the User's registered home address or the address associated with the vehicle's license tag registration.

9.6 User shall not, under any circumstances, authorize another person or third party to use their CFX Transponder, unless User has previously added the third-party's vehicle and license plate information to the User's Account as provided in Section 4.1 above. User acknowledges that they are responsible for any and all transactions incurred by User's CFX Transponder in the

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event someone other than User uses a toll facility with User's CFX Transponder.

9.7 User agrees that they shall not reverse engineer or otherwise attempt to reverse engineer, alter, modify, or tamper with the mechanical or electrical operation of any CFX Transponder or any software coding, or otherwise attempt to use the CFX Transponder or other equipment in order to avoid payment of tolls or fees.

9.8 User accepts that failure to either remove a CFX Transponder from a vehicle, remove a vehicle's license plates from the User's Account, or both, inclusive of any rental vehicles, may result in tolls charged to the User's Account for which User may be responsible.

Section 10. Non-Semi Trailer (e.g. Boat, Camper, Utility, etc.) Registrations

10.1 All Non-Semi trailers (e.g. boat, camper, utility vehicle, etc.) pulled by vehicles in which the User intends to use a CFX Transponder must be listed within the User's Account. Trailer license plates may only be actively subscribed to one User's Account at a time. Each trailer license plate number and issuing state must be provided and updated as changes occur. Any updates should be provided through a CFX Customer Service Channel identified in Section 1.6 above.

10.2 User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a CFX Transponder is not identified but the trailer license plate is recorded, CFX reserves the right to add the trailer license plate and issuing state to the User's Account. CFX will exercise this right when CFX determines a confident match has been made between the registered owner of the trailer for the license plate and the User information on the User's Account.

Section 11. Prepaid and Postpaid Accounts

11.1 For Prepaid User's Accounts, User is responsible for pre-payment of all tolls used prior to using toll facilities. For Postpaid User's Accounts, User is responsible for payment of all tolls used.

11.2 For both Prepaid and Postpaid User's Accounts, User is responsible for maintaining a working CFX Transponder at all times and required to contact CFX through a CFX Service Channel identified in Section 1.6 above if inoperable. If the CFX Transponder is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to improper mounting, problem windshields, a damaged CFX Transponder, or other CFX Transponder malfunction, User may be subject to the issuance of a UTC. User hereby acknowledges that User shall be liable for payment of the unpaid toll along with fines, court costs, and other penalties which may include points on User's driving record and/or suspension of User's driver license or vehicle registration.

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11.3 For Prepaid User's Accounts, User accepts responsibility to always maintain a sufficient balance in their Prepaid User's Account to cover applicable tolls and other charges as described herein. In the event the required toll or other charge is not paid, and the Prepaid User's Account does not have sufficient funds to pay the toll or other charge electronically, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in any applicable Interoperable Party's jurisdiction.

11.4 For Postpaid User's Accounts, User accepts responsibility to maintain a credit card, in good standing, on file with sufficient balance at all times to cover applicable tolls and other charges as described herein. In the event the required toll is not paid, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in any applicable Interoperable Party's jurisdiction.

11.5 User accepts and agrees that all charges, both in Florida and outside the state of Florida, paid electronically using their CFX Transponder(s), will be deducted from the User's Account. Where charges are paid using any other method and User's CFX Transponder is also in the vehicle resulting in the same charges being paid electronically, the User must produce valid receipt(s) for any payments for tolls paid in order to have the electronically paid charges reversed. The receipt(s) must be received by CFX within ninety (90) days of the original transaction. The manner in which receipts shall be submitted to CFX can be obtained through any of the CFX Customer Service Channels identified in Section 1.6 above. The amount of the credit will be at the electronic toll rate.

11.6 If any check is not paid on demand by the bank upon which the check is written or if CFX incurs any returned check charges, CFX will make every effort to collect the full amount of the worthless drafts or checks which may include the face value of the draft or check, as well as applicable bank fees, service charges, collection costs and attorney's fees as specific in Section 68.065, Florida Statutes.

11.7 For Prepaid User's Accounts where a User has requested or subscribed to receive monthly summary or detailed statements by mail, a mailing and processing fee will be deducted from User's Prepaid User's Account for each monthly summary or detailed statement of User's Prepaid User's Account delivered by mail. Statements printed directly from the website or the E-PASS Toll App are free of charge.

11.8 In cases where the CFX Transponder is not read and an image of the vehicle's license plate or a non-semi trailer's license plate is recorded, and the plate is listed on the User's Account, any unpaid charges may still be paid electronically using the vehicle's/trailer's license plate number (an **"Image Toll"**). If in any given month the User's Account records an excessive amount of Image Toll transactions per license plate, CFX may charge the User the Pay-By-Plate rate if such option is available. User accepts that vehicle license plate recording may not be

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available at all locations or states where CFX Transponders are accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The Image Toll process does not prevent law enforcement officers from issuing a UTC for observed toll violations.

11.9 Full account information and services will be provided to Users with registered Prepaid User's Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver's License Number and for business accounts the FEIN. CFX may also request additional information, including a valid email address for each account.

11.10 CFX strives to ensure charges are accurately recorded. User accepts that miscalculations in account balances may occur. In such cases, CFX maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the User's Account Detailed Activity Statement or Account Summary Statement or the User's Account History.

11.11 User accepts and agrees that no interest shall ever be paid by CFX nor due to User on account balances at any time, even if miscalculations in account balances occur.

11.12 CFX reserves the right to limit the availability of historical User's Prepaid or Postpaid Account Activity. The period of availability, either on-line or upon request from CFX, shall not exceed three years.

Section 12. Replenishment of Prepaid Accounts

12.1 User accepts responsibility for replenishing the Prepaid Account in a manner that ensures a sufficient balance is maintained in the Prepaid Account at all times. Use of any facility accepting payment by CFX Transponder, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge may result in termination of User's Prepaid Account in accordance with Section 14 of this Agreement.

12.2 E-PASS Auto Replenishment: User may be required to enroll in E-PASS Auto Replenishment, which is a feature that links a credit or debit card in good standing to the User's Prepaid Account. This feature will automatically replenish the User's Prepaid Account balance by a pre-set amount whenever the balance in the User's Prepaid Account drops to a pre-set low-balance threshold. A credit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card linked to the User's Account with Auto Replenishment active in good standing may result in the termination of User's Prepaid Account and an interruption in electronic payment using the User's CFX Transponder(s). This may result in the issuance of a UTC that may be issued pursuant to

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Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location. The minimum replenishment threshold and replenishment amount is determined during account enrollment based on expected usage. CFX may periodically analyze account activity and adjust the replenishment amounts and replenishment thresholds of its Users at their discretion.

12.3 User's Account, once fully activated and validated, will automatically be opted into allowing payment by CFX Transponder as a payment option at certain participating facilities (e.g., airport parking, etc.) or other interoperable facilities accepting payment by CFX Transponder. In addition, Users accept that any such charge exceeding the current balance on the User's Prepaid Account will be charged directly to the credit or debit card linked to the User's Account.

12.4 User agrees that CFX may automatically update the credit or debit card information listed in the User's Account, such as new account numbers and expiration dates, if received from User's financial institution.

12.5 Replenishment payments may be submitted through various payment methods including the CFX Customer Service Center or made in person at CFX authorized facilities and locations as determined from time to time by CFX. User may contact CFX through the Customer Service Channels for updated information on such methods and locations.

12.6 Check payments must be received at least three (3) business days before the balance in the User's Prepaid Account becomes insufficient to cover charges paid electronically by the User's CFX Transponder. For additional details and locations, please contact CFX through the Customer Service Channels indicated in Section 1.6 above.

Section 13. Payment of Postpaid Account

13.1 User accepts responsibility for payment of tolls by ensuring that a credit or debit card with a sufficient available balance is maintained in the Postpaid Account at all times. Use of any electronic tolling lanes, designated or enabled, or of any other facility accepting payment by CFX Transponder without a credit or debit card capable of accepting an appropriate charge, may result in termination of User's Postpaid Account in accordance with Section 14 of this Agreement.

13.2 A credit or debit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card in good standing may result in the termination of User's Postpaid Account, an interruption in electronic payment using the User's Visitor Toll Pass® and may ultimately result in the issuance of a UTC under Section 316.1001, Florida Statutes, or under the applicable laws of an Interoperable Party's jurisdiction.

13.3 Visitor Toll Pass® Accounts, once fully activated and validated, will automatically be opted into allowing Visitor Toll Pass® as a payment option at certain participating facilities (e.g., airport

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parking, etc.) or other interoperable facility accepting Visitor Toll Pass® as a payment option. In addition, Users accept that any charge due at an E-PASS facility or interoperable facility accepting E-PASS as a payment option will be charged directly to the credit or debit card linked to the Visitor Toll Pass® account.

13.4 User agrees that CFX may automatically update the credit or debit card information listed in User's Postpaid account, such as new account numbers and expiration dates, if received from User's financial institution.

Section 14. Voluntary or Involuntary Termination of User's CFX Transponder

14.1 If User's CFX Transponder is terminated, either voluntarily or involuntarily, User shall immediately: **(a)** cease using the CFX Transponder for electronic payment; **(b)** permanently remove any CFX Transponder from any vehicle that may travel on E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment; and **(c)** discontinue traveling on designated E-PASS Lanes and other E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment.

14.2 Using a CFX Transponder while terminated may subject the User to toll violations and issuance of a UTC. All activity incurred during terminated status may be charged to the User's Account at the Pay By Plate rate or applicable rates at that particular location. No credits will be issued upon reactivating a terminated CFX Transponder(s).

14.3 If User's Account is closed, either voluntarily or involuntarily, all CFX Transponders listed on the User's Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's CFX Transponder(s) detailed in this Section of the Agreement. CFX may prohibit User from opening subsequent account(s) if any previous account has been closed involuntarily. Any remaining balance of the User's Prepaid Account shall be refunded in accordance with Section 17 of this Agreement and any remaining balance owed will be the responsibility of the User for payment.

14.4 CFX may terminate User's Account at any time for any reason. Where a User's Account has been terminated, all CFX Transponders listed on the User's Account(s) will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in this Section of this Agreement. In lieu of account termination, CFX may allow User to retain the account, provided any outstanding balance is paid in full, and User enrolls in E-PASS Auto Replenishment or supplies a credit or debit card with sufficient balance to process any appropriate charges for the remainder of the Agreement as described herein. No new Prepaid or Postpaid Account shall be open until all monies owed to CFX have been paid in full.

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Section 15. Lost or Stolen CFX Transponder

15.1 In the event the CFX Transponder is lost or stolen, User shall immediately update and change the CFX Transponder status to Lost/Deactivated through one of the CFX Customer Service Channels. All charges paid electronically using a lost or stolen CFX Transponder will continue to be reflected on the User's Account until notification of the loss or theft is reported in accordance with this Section. The User's Transponder status will be modified upon receipt by CFX of User's notification of the loss or theft. The User will not be held responsible for future toll activity from the date of notification to E-PASS on a lost or stolen CFX Transponder after CFX has received notification unless the vehicle that went through the toll facility had a license plate listed in the User's Account.

15.2 In the event that the User does not have any other CFX Transponder(s) or does not purchase a replacement CFX Transponder on the Prepaid or Postpaid Account, any remaining balance or amount owed may be refunded or charged to the last credit or debit card used in accordance with Section 17. Authorized or unauthorized use of the CFX Transponder in any vehicle registered to the User shall be chargeable to the User's Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Account.

15.3 If a CFX Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the CFX Transponder was in a lost or stolen status will be charged to User's Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

Section 16. Damaged or Malfunctioning CFX Transponders

16.1 Damaged CFX Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of a CFX Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or destruction, whether accidental or otherwise. Removal of or attempt to remove an E-PASS Sticker or Collegiate Pass Transponder from the vehicle windshield may also render those units as damaged and thereby useless.

16.2 In the event of failure or malfunction of any CFX Transponder, User must immediately discontinue use of the CFX Transponder and update the status to deactivated online at E-PASS website, through the E-PASS Toll App or by contacting the E-PASS Customer Service Center in accordance with Section 4.3 herein. Where failure or malfunction occurs, CFX Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 14 of this Agreement shall apply.

16.3 Malfunctioning or defective CFX Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to CFX within the 90-day warranty period. Damaged CFX Transponders are not covered by warranty. User will contact CFX through one

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of the CFX Customer Service Channels to obtain current instructions for returning a malfunctioning CFX Transponder. Costs related to shipment of the CFX Transponder to CFX are the responsibility of the User. CFX may require delivery confirmation in the event the CFX Transponder is not received. User is responsible for any and all unpaid tolls and/or any UTC issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

Section 17. Withdrawal of Account Balance / Payments Owed at Account Closure

17.1 In the event the Prepaid Account is closed, the remaining balance of the Prepaid Account shall be refunded after thirty (30) days to the User once all toll payments and any appropriate charges have been deducted. Depending upon the User's method of payment for the User's Account being closed, refunds may be issued in accordance with the method of payment used to replenish or charge the User's Account. If User's Account has any outstanding balance owed, User shall pay the amount owed at time of closure. CFX reserves the right to use any payment mechanism on file to charge for balances owed.

Section 18. Dispute of Charges

18.1 CFX must be notified of any disputes of charges appearing on User's Account within ninety (90) days of the charge being posted. All disputes are subject to review and approval by CFX and may require additional documentation or evidence from the User.

Section 19. Use of CFX Transponders and Anti-Fraud Provisions

19.1 Authorized Use of CFX Transponder: The use of CFX Transponders is strictly limited to payment for tolls and other facilities that expressly accept CFX Transponders as a method of payment (**"Authorized Uses"**). Any use of a CFX Transponder for purposes other than the Authorized Uses, including but not limited to circumventing payment obligations or engaging in fraudulent activities, is strictly prohibited.

19.2 Prohibited Activities: Users are expressly prohibited from using CFX Transponder to: **(a)** avoid, evade, or circumvent any toll or facility payment obligations; and/or **(b)** engage in or facilitate fraudulent, unlawful, or malicious activity in connection with the use of CFX Transponder.

19.3 Anti-Fraud Measures: User agrees and acknowledges that CFX reserves the right to implement and enforce anti-fraud measures for any reason at its sole discretion. Such anti-fraud measures may include, without limitation: **(a)** additional account validation, account activation, and/or User identification verification requirements; **(b)** additional restrictions on interoperability; and/or **(c)** termination, cancellation, and/or involuntary closure of User's Account. Any suspected fraudulent use of a CFX Transponder may additionally be reported to the applicable law

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enforcement authorities. More detailed information regarding CFX's anti-fraud measures, including their scope and applicability, may be found on www.EPASS.CFXway.com and www.CFXway.com.

Section 20. Miscellaneous Provisions

20.1 User releases CFX, its officers, employees, or agents (collectively **"CFX"**), from all loss, damage, or injury whatsoever from the use or performance of any CFX Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of any CFX Transponders. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning CFX Transponder in accordance with Section 16 of this Agreement. User agrees to indemnify, protect, and hold harmless CFX from liability for all loss, damage, or injury to persons or property arising from the use of any CFX Transponder. Nothing in this agreement may be construed as a waiver of CFX's sovereign immunity privileges, protections, or limits under Section 768.28, Florida Statutes.

20.2 It is expressly understood and agreed that CFX may make charges against User's credit or debit card. User's provision to CFX of any credit or debit card information by any manner (e.g., verbally, written, electronic, etc.) shall constitute User's contractual authorization and consent to CFX to make charges against User's credit or debit card for the use of any facility accepting payment by CFX Transponder by: **(a)** any vehicle assigned to the User's Account; and/or **(b)** any vehicle wherein a CFX Transponder assigned to the User's Account was detected. User expressly understands and accepts that CFX shall not be liable to User for any financial costs resulting from these actions.

20.3 User acknowledges that CFX shall not be liable for any incidental, indirect, special, or consequential damages, including without limitation loss of use, revenues, profits, or savings incurred by User as a result of CFX's use of User's credit or debit card.

20.4 User acknowledges that CFX shall not be liable for any claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the CFX Transponder(s), including any costs incurred by User for any credit report inquiry, check authorization, and/or charges against User's credit card.

20.5 User accepts responsibility of all costs, including without limitation the associated costs and ramifications of a conviction related to any UTC, and any costs incurred by CFX in the enforcement of the terms and conditions of this Agreement, including any collection fees, attorney's fees, and/or court costs.

20.6 If for any reason User's Account is insufficient for tolls or any other charges due or owing to CFX, User shall remain liable to CFX for such insufficiencies and all applicable charges.

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20.7 Unpaid balances due to CFX may be turned over to a collection agency for enforcement and collection activities.

20.8 Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, CFX shall have the right to terminate User's Account and services provided. User shall remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

20.9 This Agreement shall be binding upon and inure to the benefit of User and User's successors and CFX and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the express written consent of CFX.

20.10 User accepts that User's retaining, using, or permitting others to use a CFX Transponder shall thereby constitute User's acknowledgment of and acceptance of the terms and conditions of this Agreement. User accepts responsibility to pay the tolls and applicable charges of such permitted use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the tolls and charges.

20.11 To the full extent of Florida's severance law, the invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect.

20.12 CFX reserves the right to reject any request to open or service a User Account or to reject any request to issue any CFX Transponder.

20.13 CFX reserves the right to offset and/or charge amounts owed to CFX for usage of CFX Transponders from funds in User's Account.

20.14 User accepts that by providing User's e-mail address and/or telephone number, User may receive information from CFX, its consultants, agents, or the operators of any facility accepting payment by CFX Transponder, including without limitation Interoperable Parties.

20.15 Questions regarding User's Account or transactions charged to User's Account should be directed to CFX through one of the CFX Customer Service Channels identified in Section 1.6 above.

20.16 This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida, with the exception of Florida's choice of law provisions. Other than toll citations, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of competent jurisdiction of the State of Florida in Orange County, Florida. The forum for Florida Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred. Violations and/or unpaid charges occurring in an Interoperable State will be subject to the local laws of the jurisdiction in which the

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violation occurred and/or charge was incurred. To the fullest extent permitted by law, both the User and CFX waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Agreement.

20.17 CFX Transponders may not be sold, bartered, exchanged, or otherwise transferred without the express written consent of CFX. Any such sale, barter, exchange or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated immediately.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

E-PASS Customer Agreement
CFX Board Approved on ~~February 10, 2022~~ October 9th, 2025

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E-PASS Customer Agreement

CFX Board Approved on ~~February 10, 2022~~ October 9th 2025

Section 1. ~~Section 1.~~ Defined Terms

1.1 ~~1.1~~ This E-PASS Customer Agreement ~~(hereinafter referred to as "(~~**"Agreement"**~~)")~~ is entered into between you ~~(hereinafter referred to as "(~~**"User"**~~)")~~ and the Central Florida Expressway Authority ~~(hereinafter individually referred to as "CFX"),~~ **("CFX")**, regarding the use of any CFX issued transponders ~~which collectively all such transponders shall be referred to herein as the "CFX Transponders" and may include~~ **("CFX Transponder(s)")**, including without limitation any of the following:

- **(a)** E-PASS® Portable Transponder ~~(hereinafter individually referred to as "(~~**"E-PASS Portable"**~~); ");~~
- **(b)** Visitor Toll Pass® ~~(hereinafter referred to as "(~~**"Visitor Toll Pass"**~~); ");~~
- **(c)** E-PASS® Bumper Transponder ~~(hereinafter individually referred to as or "(~~**"Bumper"**~~)";~~
- **(d)** E-PASS® Sticker Transponder ~~(hereinafter individually referred to as "(~~**"E-PASS Sticker"**~~)";~~
- **(e)** E-PASS® Xtra Transponder ~~(hereinafter individually referred to as "(~~**"Xtra"**~~)";~~
- **(f)** Collegiate Pass Transponders, including but not limited to GatorPass®, KnightPass® and NolePass® ~~(hereinafter collectively referred to as the~~ **"Collegiate Pass Transponders"); and, Transponder(s)"**;
- **(g)** UNI Transponder® ~~(hereinafter individually referred to as the "UNI")~~ **("UNI")**; and
- **(h)** Collegiate UNI Transponders including but not limited to GatorPass®Uni, KnightPass® UNI, and NolePass® UNI (the **"Collegiate UNI(s)"**).

1.2 **"Portable Transponders"** shall include the E-PASS Portable, Visitor Toll Pass, Bumper, Xtra, Collegiate UNI, UNI, and ~~Uni~~any other transponder which ~~utilize the~~utilizes an E-PASS ~~Portable Transponders are herein collectively referred to as the "~~® Portable Transponder.

~~1.2 "Sticker~~ **Transponders**~~."~~

1.3 ~~E-~~**"** shall include the E-PASS Sticker, Collegiate Pass Sticker ~~and Collegiate Pass~~ Transponders, and any other transponder which ~~utilize~~utilizes an E-~~Pass~~PASS Sticker Transponders ~~are herein collectively referred to as the "Sticker Transponders."~~ .

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1.4 This Agreement governs the use of all CFX Transponders on toll roads, bridges, parking and other facilities within the State of Florida and wherever CFX Transponders are accepted for payment, including without limitation within other states or tolling authorities ~~for~~with which ~~the toll operators have~~CFX has entered into an interoperability agreement, reciprocity ~~agreements with~~ agreement, or some other ~~interoperable partners~~agreement for the use of ~~which CFX is a party for electronic toll collection interoperability and thereby accept CFX Transponders for electronic payment (such other states or tolling authorities hereinafter referred to~~CFX Transponder as ~~"~~payment (**"Interoperable** ~~Parties"). Party"~~).

1.5 The term **"User's Account"** shall refer to any Prepaid Account or Postpaid Account created or maintained by User with CFX for purposes of registering any CFX Transponder and making payments.

1.6 The term **"CFX Customer Service Channels"** shall include the following methods of communication by which a User may communicate with CFX and can create, maintain, update or terminate a User's Account. Such methods include~~.~~ without limitation:

~~(a) access via CFX's website at www.CFXWay.com;~~

(a) ~~access~~Access via www.CFXway.com;

(b) Access via www.EPASS.CFXway.com;

(c) Access via www.visitortollpass.com;

(d) Access through CFX's contact center services and IVR;

(e) CFX's walk-in retail location;

~~(b)~~**(f)** Access via CFX's mobile ~~application~~applications also known as E-PASS Toll App; or Visitor Toll Pass App;

~~(c)~~**(g)** ~~by~~By calling the E-PASS Customer Service Center at 1-800-353-7277;

~~(d)~~**(h)** ~~by~~By submitting an email to: ~~E-PASS@CFXWay.com~~ E-PASS@CFXway.com;

~~(e)~~**(i)** ~~by~~By mail to CFX, P.O. Box 720218, Orlando, FL 32872~~.~~;

~~(f)~~**(j)** ~~in~~In person by visiting the CFX Customer Service Center located at 525 South Magnolia Avenue, Orlando, FL 32801 during regular business hours~~.~~; and

(k) ~~(f) by~~By such other means as may be provided by CFX in the future.

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Section 2. ~~Section 2.~~ Acknowledgement and Acceptance of Terms

2.1 ~~2.1 Use~~User's opening of ~~the~~an EPASS account and/or use of any CFX ~~Transponders by User shall be acknowledgment~~Transponder constitutes User's acknowledgement and acceptance ~~by User~~ of the terms and conditions of this Agreement. CFX may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. Alterations, amendments or other changes will be posted in the Customer Agreement section online on the CFX website, EPASS.CFXWay.com, Visitortollpass.com, and/or the ~~Mobile~~E-PASS Toll App & Visitor Toll Pass App, and shall be effective upon the date of posting.

2.2 ~~2.2~~ If User does not accept the terms and conditions of this Agreement, or any future alterations, amendments, or other changes to the terms and conditions of this Agreement with CFX, User shall discontinue use of all CFX Transponders and shall notify CFX through one of the CFX Customer Service Channels, as identified in Section 1.6 above. The terms for voluntary or involuntary closure of a ~~User's~~User's Account, including notification, will be in accordance with Section ~~16~~14 of this Agreement.

Section 3. ~~Section 3.~~ Intent of the CFX Transponders

3.1 ~~3.1~~ The intent of CFX Transponders is to provide a safe transportation system and reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. CFX Transponders are licensed to User by CFX for the specific purpose of electronically paying for tolls and/or other services ~~electronically~~ by ~~using~~use of a CFX Transponder at any Florida or Interoperable ~~Parties'~~Party's location where CFX Transponders are accepted for payment.

3.2 One or more CFX Transponders may be activated by establishing a Prepaid Account or a single transponder in the case of the Visitor Toll Pass® Program. Any User's Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of CFX Transponders by electronic payment system is a privilege and not a right.

Section 4. ~~Section 4.~~ User Responsibilities to Provide and Maintain Certain Information

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4.1 ~~4.1~~ All vehicles in which the User intends to use a CFX Transponder, including without limitation Portable Transponders, must be listed within the ~~account, but a vehicle~~User's Account. Vehicle license ~~plate~~plates may only be actively ~~subscribed~~assigned to one CFX Transponder and one account at a time. The license plate number and issuing state must be provided at the time of transponder activation and updated as changes occur. The year, make, model, and color of the vehicle must be provided within sixty (60) days of transponder activation and updated as changes occur~~, if applicable.~~.

4.2 ~~4.2~~ User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle. ~~In cases where a CFX Transponder is not identified but the vehicle license plate is recorded, CFX reserves the right to add the vehicle license plate and issuing state to the User's Account. CFX will exercise this right when CFX determines a confident match has been made between the registered owner of vehicle for the license plate and the customer information on the User's Account.~~ In cases such as these, the User's Account may be identified using the vehicle's license plate and then charged accordingly.

4.3 ~~4.3~~ User is responsible for providing and keeping current: ~~User's~~User's mailing address, contact information, e-mail address, vehicle and license plate information, ~~and any~~ and all account information as may be required. Any changes can be made through one of the CFX Customer Service Channels as identified in Section 1.6 ~~herein.~~ above.

4.4 User shall notify CFX of any change in vehicle, vehicle registration, and/or vehicle ~~registration and/or~~ license plate prior to using ~~Florida or Interoperable Parties' toll~~any tolling or other facility. ~~User's~~ where payment CFX Transponder is accepted. User's failure to inform CFX of the current registration and/or license plate number on the vehicle prior to using any toll facility will result in a breach of this Agreement and may result in the issuance of a Uniform Traffic Citation ~~("~~("**UTC**~~")~~") under Section 316.1001, Florida Statutes ~~(2021),~~, or the applicable laws ~~in~~of an Interoperable ~~Parties' location.~~Party's jurisdiction. These remedies are in addition to any remedies available to CFX, and/or to any applicable Interoperable Party, under federal law, Florida common law, statutes, administrative rules, and this Agreement.

4.5 ~~4.4~~ User has a further duty, in accordance with Section 322.19, Florida Statutes, to notify the State of Florida, Department of Highway Safety & Motor Vehicles ~~(~~("**DHSMV**~~) within thirty (30) days"~~), of any change in a name and/or any change of mailing address to a driver's license issued by the State of Florida ~~pursuant to~~within thirty (30) days, and, in accordance with Section ~~322.19~~320.02, Florida Statutes ~~(2021) or~~, to notify the Motor Vehicle (Tag) Office ~~within thirty (30) days~~ of any change of mailing address ~~pursuant to Section 320.02(4), Florida Statutes~~

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(2021).within thirty (30) days. Any changes in such information that may be communicated by User to CFX will not serve as a substitute for any requirements of Florida law to update information to driver's licenses or motor vehicle tags and. CFX shalldoes not assume no , nor does it have, any responsibility to notify DHSMV or the Motor Vehicle (Tag) Office of any information, including without limitation changes in name and/or address, it receives from User.

Section 5. Section 5. User Responsibility to Pay Tolls and Maintain their Account Current

5.1 5.1 User and/or the registered owner of thea vehicle used on theany toll facility is responsible and liable for any unpaid toll or any UTC issued as a result of User's transponderUser's CFX Transponder not being read by the receiving equipment in any toll or other facility accepting payment by CFX Transponder. User shall not use this Agreement as a defense to a toll violation if the CFX Transponder is not read by the receiving equipment unless the supplemental lane transactions show a problem with the receiver in the lane at the time of the alleged violation. "Defective Transponders", "Malfunctioning Transponders"", and not properly mounting the CFX Transponder do not relieve either the User and/or the owner of the motor vehicle involved of any unpaid toll from liability for unpaid tolls under Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location. Party's jurisdiction.

5.2 5.2Unless using a Postpaid User's Account as discussed in Sections 11 and 13 below, User is responsible for pre-paying all tolls if using a Prepaid Account for E-PASS.. User must immediately pay cash or make other arrangements for payment and may be subject to the Pay-By- Plate rates for tolls and shall stop using CFX Transponder when the balance on the accountUser's Account is insufficient to pay any toll. Whether the User has actual knowledge of the balance on the account and whether such balance was insufficient to make payment shall not be a defense to a toll violation and the User and the owner of the vehicle used on the toll facility shall be responsible and liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location. Party's jurisdiction.

Section 6. Section 6. CFX Transponder Licenses

6.1 6.1 The User shall be responsible for each acknowledges that User's use of any CFX

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Transponder ~~issued to User under this and/~~is a privilege that may be conditioned, limited, revoked, or ~~subsequent Agreements and all amendments to such Agreements.~~otherwise restricted at any time for any reason by CFX at its sole discretion. CFX Transponders may only be used: **(a)** in compliance with the terms and conditions of this Agreement and any amendments hereto made in accordance with Section 2 above; and **(b)** at designated E-PASS Lanes, E-PASS enabled lanes, or any other ~~venues that accept E-PASS or Visitor Toll Pass® as~~facilities accepting payment by CFX Transponder for services inside or outside the State of Florida.

6.2 Whether paying electronically using a CFX Transponder or by any other payment method, User remains responsible for any toll payments, toll violations, ~~or~~and payments for any other services. Failure to collect payment electronically, even though User has a CFX Transponder, shall not release User of payment responsibility.

6.3 ~~6.2~~ CFX Transponders are for the exclusive use of User, as a purchaser of the CFX Transponder, and those individuals driving vehicles registered to the User's Account, and User acknowledges and agrees not to sell, barter, exchange, or otherwise transfer ~~the~~any CFX Transponder in exchange for any goods, services, or other consideration. Any such sale, barter, exchange, or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated.

Section 7. ~~Section 7.~~ Privacy Policy

7.1 ~~7.1~~ CFX respects the privacy of all account holders. CFX does not sell or share its customer list with outside marketers. In addition, personal identifying information generally is exempt from disclosure under ~~Florida's~~Florida's public records law, pursuant to Section 338.155~~(6)~~, Florida Statutes ~~(2021)~~, and can only be obtained by persons outside of CFX or authorized law enforcement agencies by subpoena or court order, except that CFX may share certain User's Account information with operators of other ~~toll~~tolling or other facilities ~~for toll~~accepting payment by CFX Transponder for payment, collection, and notice purposes without obtaining a subpoena or court order.

7.2 ~~7.2~~ User acknowledges and agrees that the use of a CFX Transponder on the facility of any Interoperable ~~Parties will observe their respective state laws regarding the~~ Party shall make the User's Account Information subject to the privacy and disclosure of records ~~and other information related to transactions~~laws applicable in that ~~use an CFX Transponder on toll facilities of the~~ Interoperable ~~Parties~~Party's jurisdiction, including ~~Prepaid~~without limitation the

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User's Account information provided by CFX to Interoperable Parties for the purpose of toll payment, collection, ~~or notice. Under no circumstances will User information be disclosed to any nonaffiliated third parties for use in marketing~~and/or notice.

7.3 ~~7.3~~ User acknowledges and agrees that CFX may use data from any CFX Transponder or may authorize any other governmental agencies to use the data collected from CFX Transponders to compile anonymous traffic, travel, or other statistical information.

Section 8. ~~Section 8.~~ E-PASS ~~Customer~~ Account Types

8.1 ~~8.1~~ **Personal Prepaid Accounts:** Primarily for personal, non-business Users with privately owned or leased vehicles and/or trailers. The minimum opening balance for a Personal Prepaid Account is $10.00. When adding additional CFX Transponders to an existing Prepaid Account, additional prepaid funds may also be required.

8.2 ~~8.2~~ **Business Prepaid Accounts:** Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (("**FEIN**")) may be required to open a Business Prepaid Account. FEIN information must be kept current and may be requested by an E-PASS representative at any time. The minimum opening balance will be established by CFX based on the number of transponders and potential transactions. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement or via emails or text messages, for which standard text message rates may apply. For Business Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate. If a tax exemption certificate is provided after a Business Prepaid Account is established, the tax exemption shall be effective no earlier than the date proof is provided.

8.3 ~~8.3~~ **Visitor Toll Pass® (VTP) Prepaid Accounts:** Primarily for travelers arriving via ~~an airport~~participating locations who will be renting a vehicle during their stay. ~~This account allows only for~~ Only a single transponder ~~to~~may be linked to ~~an account. The account is a Postpaid account whereas tolls will be charged via credit card at one or more times during or at the end of the rental period. Customers~~VTP account. Users are provided with a Visitor Toll Pass® Transponder to use during their rental period. If the ~~transponder~~CFX Transponder is not returned at the end of the rental the ~~customer~~User will be charged for the ~~transponder~~CFX Transponder. An initial deposit is required to obtain the Visitor Toll Pass® ~~Transponder.~~ . Users having a Visitor

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Toll Pass® (VTP) Prepaid Account are required to comply with the instructions provided when such account was opened.

Section 9. ~~Section 9.~~ CFX Transponder Usage

~~9.1~~ Unless otherwise directed by CFX, User agrees to properly mount or apply the CFX

9.1 Transponders, as explained in the E-PASS Installation Guides available through CFX Customer Service Channels (as identified in Section 1.6 above) or in materials provided to the User during account initiation. ~~Holding a CFX Transponder in the User's hand or leaving it on the dashboard or in another non-mounted position in the vehicle is strictly prohibited.~~ Not properly mounting the CFX Transponder may result in the CFX Transponder being denied for electronic payment, resulting in unpaid tolls. Such unpaid tolls may result in: a Pay By Plate invoice; additional charges and fees ~~or~~; the issuance of a UTC under Section 316.1001, Florida Statutes; and/or fines, citations, or ~~under~~penalties in accordance with the applicable laws ~~in an~~of Interoperable ~~Parties' location~~Party's jurisdiction.

9.2 ~~9.2~~ User should never have more than one transponder in the vehicle while traveling through toll lanes or other ~~Interoperable~~interoperable systems that accept CFX Transponders. If another Portable Transponder must be placed in the vehicle it should be stored inside a Radio Frequency shield bag (**"RF ~~shield bag~~Shield Bag"**) which prevents the CFX Transponder from being read by the system. The RF ~~shield bag~~Shield Bag is available, free of charge, through any of the CFX Customer Service Channels~~.~~, as identified in Section 1.6 above.

~~9.3 User acknowledges User's responsibility under this Agreement and User agrees to comply with all applicable traffic laws while using toll roads and bridges. Under no circumstances should a User drive through a transponder-only toll lane at a speed greater than that posted by CFX or other applicable governmental authorities.~~

~~9.4 The User acknowledges that they must exercise extra caution before proceeding through any lane that is designated as an automated coin machine lane, staffed toll lane or that otherwise requires exact change, even with a working and funded CFX Transponder.~~

9.3 ~~9.5~~ User accepts that sharing a CFX Transponder between multiple vehicles for electronic payment at the same time in the same location is prohibited.

9.4 ~~9.6~~ Under no circumstance may a CFX Transponder, including Portable Transponders,

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be used in a vehicle that has not been registered by User as an authorized vehicle foron the User's Account. The vehicle and its unique license plate must be associated to the User's Account information and a vehicle may not be actively listed on more than one account.

9.5 9.7 Failure to pay a toll (whether by CFX Transponder or Pay By Plate) is a violation whichand may result in the issuance of a UTC. and/or a registration hold. CFX takes a photographic image of any vehicles of all vehicles, including those hatthat do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User may be billed at a higher Pay-By-Plate rate via an invoice sent by US mail to the User's registered home address or the address associated with the vehicle's license tag registration. If User elects to pay cash in a lane, if cash lanes are available, User shall place the CFX Transponder in the RF shield bag or remove the CFX Transponder from the vehicle.

9.8 User shall immediately turn over any CFX Transponder that is requested by law enforcement or CFX because of toll violations relating to the misuse or termination of a User's Account in connection with a violation of local, state or federal law. CFX Transponders that have been forfeited under this Section may be returned to User when the account has been returned to good standing.

9.9 User acknowledges that paying with cash while a CFX Transponder is installed on the vehicle may result in a double charge or getting double billed for the same transaction. CFX will not credit User's Account for duplicate activity when paying with cash unless valid cash receipts are provided to CFX within ninety (90) days of the original transaction. The manner in which cash receipts shall be submitted to CFX can be obtained through any of the CFX Customer Service Channels. The amount of the credit will be at the E-PASS toll rate. Cash receipts are not available at all locations or times of day. No credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

9.6 9.10 User shall not, under any circumstances, authorize another person or third party to use their CFX Transponder, unless User has previously added the third-party's vehicle and license plate information to the User's Account as provided in Section 4.3 herein1 above. User acknowledges that User isthey are responsible for any and all transactions incurred by User'sUser's CFX Transponder in the event someone other than User uses a toll facility with User'sUser's CFX Transponder.

9.7 9.11 User agrees that Userthey shall not reverse engineer or otherwise attempt to reverse engineer, alter, modify, or tamper with the mechanical or electrical operation of any CFX Transponder or any software coding, or otherwise attempt to use the CFX Transponder or other equipment in order to avoid payment of tolls or fees.

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9.8 ~~Section 10.~~ User accepts that failure to either remove a CFX Transponder from a vehicle, remove a vehicle's license plates from the User's Account, or both, inclusive of any rental vehicles, may result in tolls charged to the User's Account for which User may be responsible.

Section 10. Non-Semi Trailer (e.g. Boat, Camper, Utility, etc.) Registrations

10.1 ~~10.1~~ All Non-Semi trailers ~~(~~(e.g. boat, camper, utility vehicle, etc.) pulled by vehicles in which the User intends to use a CFX Transponder must be listed within the ~~account, but a trailer~~User's Account. Trailer license ~~plate~~plates may only be actively subscribed to one ~~account~~User's Account at a time. ~~The~~Each trailer license plate number and issuing state must be provided and updated as changes occur. Any updates should be provided through ~~the~~a CFX Customer Service ~~Channels.~~ Channel identified in Section 1.6 above.

10.2 User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a CFX Transponder is not identified but the trailer license plate is recorded, CFX reserves the right to add the trailer license plate and issuing state to the User's Account. CFX will exercise this right when CFX determines a confident match has been made between the registered owner of the trailer for the license plate and the ~~customer~~User information on the User's Account.

Section 11. ~~Section 11.~~ Prepaid and Postpaid Accounts

11.1 ~~11.1~~ For Prepaid User's Accounts, User is responsible for pre-payment of all tolls used prior to using toll facilities. For Postpaid User's Accounts, User is responsible for payment of all tolls used.

11.2 ~~11.2~~ For both Prepaid and Postpaid User's Accounts, User is responsible for maintaining a working CFX Transponder at all times and required to contact CFX through a CFX Service Channel identified in Section 1.6 above if inoperable. If the CFX Transponder is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to improper mounting, problem windshields, a damaged CFX Transponder, or other CFX Transponder malfunction, User may be subject to the issuance of a UTC. User hereby acknowledges that User shall be liable for payment of the unpaid toll along with fines, court costs, and other penalties which may include points on ~~User's~~User's driving record ~~which may result in the~~ and/or suspension of ~~User's~~User's driver license or vehicle registration.

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11.3 ~~11.3~~ For Prepaid User's Accounts, User accepts responsibility to always maintain a sufficient balance in ~~User's~~their Prepaid User's Account to cover applicable tolls and other charges as described herein. In the event the required toll or other charge is not paid, and the ~~prepaid account~~Prepaid User's Account does not have sufficient funds to pay the toll or other charge electronically, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in ~~a~~any applicable Interoperable ~~Parties' location.~~ Party's jurisdiction.

11.4 ~~11.4~~ For Postpaid User's Accounts, User accepts responsibility to maintain a credit card, in good standing, on file with sufficient balance at all times to cover applicable tolls and other charges as described herein. In the event the required toll is not paid, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in ~~a~~any applicable Interoperable ~~Parties' location.~~ Party's jurisdiction.

11.5 ~~11.5~~ User accepts and agrees that all charges, both in Florida and outside the state of Florida, paid electronically using their CFX Transponder(s), will be deducted from ~~either~~ the ~~User's Prepaid~~User's Account ~~or Postpaid Account.~~ Where charges are paid using any other method and ~~User's~~User's CFX Transponder is also in the vehicle resulting in the same charges being paid electronically, the User must produce valid receipt(s) for any payments for tolls paid in order to have the electronically paid charges reversed. The receipt(s) must be received by CFX within ninety (90) days of the original transaction ~~and will be credited in accordance with the provisions in Section 9.9 herein~~. The manner in which receipts shall be submitted to CFX can be obtained through any of the CFX Customer Service Channels identified in Section 1.6 above. The amount of the credit will be at the electronic toll rate.

11.6 ~~11.6~~ If any check is not paid on demand by the bank upon which the check is written or if CFX incurs any returned check charges, CFX will make every effort to collect the full amount of the worthless drafts or checks which may include the face value of the draft or check, as well as applicable bank fees, service charges, collection costs and attorney's fees as specific in Section 68.065, Florida Statutes ~~(2021).~~ .

11.7 ~~11.7~~ For Prepaid User's Accounts~~,~~ where a User has requested or subscribed to receive monthly summary or detailed statements by mail, a ~~deduction of $0.75, as may be increased or decreased by CFX from time to time,~~mailing and processing fee will be ~~made~~deducted from

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User'sUser's Prepaid User's Account for each monthly summary or detailed statement of User'sUser's Prepaid User's Account delivered by mail. Statements printed directly from the website or the MobileE-PASS Toll App are free of charge.

11.8 11.8 In cases where the CFX Transponder is not read and an image of the vehicle'svehicle's license plate or a non-semi trailer'strailer's license plate is recorded, and the plate is listed on the User's Account, any unpaid charges may still be paid electronically using the vehicle's/trailer'svehicle's/trailer's license plate number, hereinafter called (an "**Image Toll**"."). If in any given month the User's Account records an excessive amount of Image Toll transactions per license plate, CFX may charge the User the Pay-By-Plate rate if such option is available and, in the event the Pay-By-Plate rate is not available, then the cash rate will be charged on those transactions.. User accepts that vehicle license plate recording may not be available at all locations or states where CFX Transponders are accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The Image Toll process does not prevent law enforcement officers from issuing a UTC for observed toll violations.

11.9 11.9 Full account information and services will be provided to Users with registered Prepaid User's Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver'sDriver's License Number and for business accounts the FEIN. CFX may also request additional information, including a valid email address for each account.

11.10 11.10 CFX strives to ensure charges are accurately recorded. User accepts that miscalculations in account balances may occur. In such cases, CFX maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the User'sUser's Account Detailed Activity Statement or Account Summary Statement or the User's Account History.

11.11 11.11 User accepts and agrees that no interest shall ever be paid by CFX nor due to User on account balances at any time, even if miscalculations in account balances occur.

11.12 11.12 CFX reserves the right to limit the availability of historical User's Prepaid or Postpaid Account Activity. The period of availability, either on-line or upon request from CFX, shall not

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exceed three years.

Section 12. ~~Section 12.~~ Replenishment of Prepaid Accounts

12.1 ~~12.1~~ User accepts responsibility for replenishing the Prepaid Account in a manner that ensures a sufficient balance is maintained in the Prepaid Account at all times. Use of any ~~E-PASS lanes~~facility accepting payment by CFX Transponder, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge may result in termination of ~~User's~~User's Prepaid Account in accordance with Section 14 of this Agreement.

12.2 ~~12.2~~ **E-PASS Auto Replenishment:** User may be required to enroll in E-PASS Auto Replenishment, which is a feature that links a credit or debit card in good standing to ~~their~~the User's Prepaid Account. This feature will automatically replenish the ~~User's~~User's Prepaid Account balance by a pre-set amount whenever the balance in the User's Prepaid Account drops to a pre-set ~~low~~balance~~low~~-balance threshold. A credit card is considered in good standing if it belongs to an active, ~~non~~expired~~non~~-expired account having sufficient credit available. Failure to maintain the credit or debit card linked to ~~an E-PASS account~~the User's Account with Auto Replenishment active in good standing may result in the termination of User's Prepaid Account and an interruption in electronic payment using the ~~User's~~User's CFX Transponder(s). This may result in the issuance of a UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location. The minimum replenishment threshold and replenishment amount is determined during ~~E-PASS~~account enrollment based on expected usage. CFX may periodically analyze account activity and adjust the replenishment amounts and replenishment thresholds of its ~~customers~~Users at their discretion.

~~12.3 E-PASS Users are~~ User's Account, once fully activated and validated, will automatically be opted ~~in to~~into allowing ~~E-PASS as a~~ payment by CFX Transponder as a payment option at ~~an E-PASS facility~~certain participating facilities (e.g., airport parking, etc.) or other interoperable ~~facility~~facilities accepting ~~E-PASS as a~~ payment ~~option~~by CFX Transponder. In addition,

12.3 Users accept that any such charge ~~due at an E-PASS facility or interoperable facility accepting any CFX Transponder as a payment option~~ exceeding the ~~User's~~ current balance on the User's Prepaid Account ~~balance~~ will be charged directly to the credit or debit card linked to the ~~E-PASS account.~~ User's Account.

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12.4 ~~12.4~~ User agrees that CFX may automatically update the credit or debit card information listed in the User's Account, such as new account numbers and expiration dates, if received from User's financial institution.

12.5 ~~12.5~~ Replenishment payments may be submitted through various payment methods including the CFX Customer Service Center or made in person at CFX authorized facilities and locations as determined from time to time by CFX. User may contact CFX through the Customer Service Channels for updated information on such methods and locations.

~~12.6~~ Check payments must be received at least three (3) business days before the balance in the ~~User's~~User's Prepaid Account becomes insufficient to cover charges paid electronically by the ~~User's~~User's CFX Transponder. For additional details and locations, please contact CFX through the Customer Service Channels.

12.6 indicated in Section ~~13.~~ 1.6 above.

Section 13. Payment of Postpaid Account

13.1 ~~13.1~~ User accepts responsibility for payment of tolls by ensuring that a credit or debit card with a sufficient available balance is maintained in the Postpaid Account at all times. Use of any ~~E-PASS~~electronic tolling lanes, designated or enabled, or of any other facility accepting payment by CFX Transponder without a credit or debit card capable of accepting an appropriate charge, may result in termination of User's Postpaid Account in accordance with Section 14 of this Agreement.

13.2 ~~13.2~~ A credit or debit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card in good standing may result in the termination of ~~User's~~User's Postpaid Account ~~and~~, an interruption in electronic payment using the ~~User's~~User's Visitor Toll Pass®. ~~This~~® and may ultimately result in the issuance of a UTC ~~that may be issued pursuant to~~under Section 316.1001, Florida Statutes, or under the applicable laws ~~in~~of an Interoperable ~~Parties' location.~~ Party's jurisdiction.

13.3 ~~13.3 Users are~~Visitor Toll Pass® Accounts, once fully activated and validated, will

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automatically be opted ~~in to~~into allowing Visitor Toll Pass® as a payment option at ~~an E-PASS facility or~~certain participating facilities (e.g., airport parking, etc.) or other interoperable facility accepting Visitor Toll Pass® as a payment option. In addition, Users accept that any charge due at an E-PASS facility or interoperable facility accepting E-PASS as a payment option will be charged directly to the credit or debit card linked to the Visitor Toll Pass® account.

13.4 ~~13.4~~ User agrees that CFX may automatically update the credit or debit card information listed in User's Postpaid account, such as new account numbers and expiration dates, if received from User's financial institution.

Section 14. ~~Section 14.~~ Voluntary or Involuntary Termination of ~~User's~~User's CFX Transponder

14.1 ~~14.1~~ If ~~User's~~User's CFX Transponder is terminated, either voluntarily or involuntarily, User shall immediately: **(**~~i) Cease~~**a)** cease using the CFX Transponder for electronic payment; **(**~~ii) Permanently~~**b)** permanently remove any CFX Transponder from any vehicle that may travel on E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment; and **(**~~iii~~**c)** discontinue traveling on designated E-PASS Lanes and other E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment.

14.2 ~~14.2~~ Using a CFX Transponder while terminated may subject the User to toll violations and issuance of a UTC. All activity incurred during terminated status may be charged to the User's Account at the ~~toll rate charged to customers paying by Pay-By-~~Pay By Plate rate or applicable rates at that particular location. No credits will be issued upon reactivating a terminated CFX Transponder(s).

~~14.3 If a User fails to remove a CFX Transponder from a vehicle following a voluntary or involuntary termination of User's Account, then no credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.~~

14.3 ~~14.4 If User's~~If User's Account is closed, either voluntarily or involuntarily, all CFX Transponders listed on the User's Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of ~~User's~~User's CFX Transponder(s) detailed in this Section of the Agreement. CFX may prohibit User from opening subsequent account(s) if any previous account has been closed involuntarily. Any remaining balance of the User's Prepaid

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Account shall be refunded in accordance with Section 17 of this Agreement and any remaining balance owed will be the responsibility of the User for payment.

14.4 ~~14.5~~ CFX may terminate ~~User's~~User's Account at any time for any reason. Where a User's Account has been terminated, all CFX Transponders listed on the User's Account(s) will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of ~~User's~~User's Transponder(s) detailed in this Section of this Agreement. In lieu of account termination, CFX may allow User to retain the account, provided any outstanding balance is paid in full, and User enrolls in E-PASS Auto Replenishment or supplies a credit or debit card with sufficient balance to process any appropriate charges for the remainder of the Agreement as described herein. No new Prepaid or Postpaid Account shall be open until all monies owed to CFX have been paid in full.

Section 15. ~~Section 15.~~ Lost or Stolen CFX Transponder

15.1 ~~15.1~~ In the event the CFX Transponder is lost or stolen, User shall immediately update and change the CFX Transponder status to Lost/Deactivated through one of the CFX Customer Service Channels. All charges paid electronically using a lost or stolen CFX Transponder will continue to be reflected on the ~~User's~~User's Account until notification of the loss or theft is reported in accordance with this Section. The ~~User's~~User's Transponder status will be modified upon receipt by CFX of ~~User's~~User's notification of the loss or theft. The User will not be held responsible for future toll activity from the date of notification to E-PASS on a lost or stolen CFX Transponder after CFX has received notification unless the vehicle that went through the toll facility had a license plate listed in the ~~User's~~User's Account.

15.2 ~~15.2~~ In the event that the User does not have any other CFX Transponder(s) or does not purchase a replacement CFX Transponder on the Prepaid or Postpaid Account, any remaining balance or amount owed may be refunded or charged to the last credit or debit card used in accordance with Section 17. Authorized or unauthorized use of the CFX Transponder in any vehicle registered to the User shall be chargeable to the User's Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Account.

15.3 ~~15.3~~ If a CFX Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the CFX Transponder was in a lost or stolen status will be charged to

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User'sUser's Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

Section 16. Section 16. Damaged or Malfunctioning CFX Transponders

16.1 16.1 Damaged CFX Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of a CFX Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or destruction, whether accidental or otherwise. Removal of or attempt to remove an E-PASS Sticker or Collegiate Pass Transponder from the vehicle windshield may also render those units as damaged and thereby useless.

16.2 16.2 In the event of failure or malfunction of any CFX Transponder, User must immediately discontinue use of the CFX Transponder and update the status to deactivated online at E-PASS website, through the MobileE-PASS Toll App or by contacting the E-PASS Customer Service Center in accordance with Section 4.3 herein. Where failure or malfunction occurs, CFX Transponder shall be terminated and the terms for voluntary or involuntary termination of User'sUser's Transponder(s) detailed in Section 14 of this Agreement shall apply.

16.3 16.3 Malfunctioning or defective CFX Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to CFX within the 90-day warranty period. Damaged CFX Transponders are not covered by warranty. User will contact CFX through one of the CFX Customer Service Channels to obtain current instructions for returning a malfunctioning CFX Transponder. Costs related to shipment of the CFX Transponder to CFX are the responsibility of the User. CFX may require delivery confirmation in the event the CFX Transponder is not received. User is responsible for any and all unpaid tolls and/or any UTC issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

Section 17. Withdrawal of Prepaid Account Balance or Payment of Tolls/ Payments Owed at Section 17. Account Closure

17.1 17.1 In the event the Prepaid Account is closed, the remaining balance of the Prepaid

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Account shall be refunded after thirty (30) days to the User once all toll payments and any appropriate charges have been deducted. Depending upon the ~~User's~~User's method of payment for the User's Account being closed, refunds may be issued in accordance with the method of payment used to replenish or charge the User's Account. If ~~User's~~User's Account has any outstanding balance owed, User shall pay the amount owed at time of closure. CFX reserves the right to use any payment mechanism on file to charge for balances owed.

Section 18. ~~Section 18.~~ Dispute of Charges

18.1 ~~18.1~~ CFX must be notified of any disputes of charges appearing on ~~User's~~User's Account within ninety (90) days of the charge being posted. All disputes are subject to review and approval by CFX and may require additional documentation or evidence from the User.

Section 19. ~~Section 19.~~ Use of CFX Transponders and Anti-Fraud Provisions

19.1 Authorized Use of CFX Transponder: The use of CFX Transponders is strictly limited to payment for tolls and other facilities that expressly accept CFX Transponders as a method of payment (**"Authorized Uses"**). Any use of a CFX Transponder for purposes other than the Authorized Uses, including but not limited to circumventing payment obligations or engaging in fraudulent activities, is strictly prohibited.

19.2 Prohibited Activities: Users are expressly prohibited from using CFX Transponder to: **(a)** avoid, evade, or circumvent any toll or facility payment obligations; and/or **(b)** engage in or facilitate fraudulent, unlawful, or malicious activity in connection with the use of CFX Transponder.

19.3 Anti-Fraud Measures: User agrees and acknowledges that CFX reserves the right to implement and enforce anti-fraud measures for any reason at its sole discretion. Such anti-fraud measures may include, without limitation: **(a)** additional account validation, account activation, and/or User identification verification requirements; **(b)** additional restrictions on interoperability; and/or **(c)** termination, cancellation, and/or involuntary closure of User's Account. Any suspected fraudulent use of a CFX Transponder may additionally be reported to the applicable law enforcement authorities. More detailed information regarding CFX's anti-fraud measures, including their scope and applicability, may be found on www.EPASS.CFXway.com and www.CFXway.com.

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Section 20. Miscellaneous Provisions

20.1 ~~19.1~~ User releases CFX, its officers, employees, or agents (collectively ~~"~~**"CFX"**~~),~~ ~~")~~, from all loss, damage, or injury whatsoever from the use or performance of any CFX Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of any CFX Transponders. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning CFX Transponder in accordance with Section 16 of this Agreement. User agrees to indemnify, protect, and hold harmless CFX from liability for all loss, damage, or injury to persons or property arising from the use of any CFX Transponder. Nothing in this agreement may be construed as a waiver of CFX's sovereign immunity privileges, protections, or limits under Section 768.28, Florida Statutes.

20.2 ~~19.2~~ It is expressly understood and agreed that CFX may make charges against ~~User's~~User's credit or debit card. ~~User's providing~~ User's provision to CFX of any credit or debit card information by any manner ~~such as~~(e.g., verbally, written ~~or~~, electronic, etc.) shall constitute ~~User's~~User's contractual authorization and consent to CFX to make charges against ~~User's~~User's credit or debit card for ~~E-PASS charges, wherever incurred~~the use of any facility accepting payment by CFX Transponder by: **(a)** any vehicle assigned to the User's Account; and/or **(b)** any vehicle wherein a CFX Transponder assigned to the User's Account was detected. User expressly understands and accepts that CFX shall not be liable to User for any financial costs resulting from these actions.

20.3 ~~19.3~~ User acknowledges that CFX shall not be liable for any incidental, indirect, special, or consequential damages, including~~, but not limited to,~~ without limitation loss of use, revenues, profits, or savings~~,~~ incurred by User as a result of CFX's use of User's credit or debit card.

20.4 ~~19.4~~ User acknowledges that CFX shall not be liable for any claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the CFX Transponder(s), including any costs incurred by User for any credit report inquiry, check authorization, and/or charges against ~~User's~~User's credit card.

20.5 ~~19.5~~ User accepts responsibility of all costs, including~~, but not limited to~~ without limitation the associated costs and ramifications of a conviction related to any UTC, and any costs incurred by CFX in the enforcement of the terms and conditions of this Agreement, including any collection fees, ~~attorney's~~attorney's fees, and/or court costs.

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20.6 ~~19.6~~ If for any reason ~~User's~~User's Account is insufficient for tolls or any other charges due or owing to CFX, User shall remain liable to CFX for such insufficiencies and all applicable charges.

20.7 ~~19.7~~ Unpaid balances due to CFX may be turned over to a collection agency for enforcement and collection activities.

20.8 ~~19.8~~ Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, CFX shall have the right to terminate User's Account and services provided. User shall remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

20.9 ~~19.9~~ This Agreement shall be binding upon and inure to the benefit of User and ~~User's~~User's successors and CFX and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the express written consent of CFX.

20.10 ~~19.10~~ User accepts that ~~User's~~User's retaining, using, or permitting others to use a CFX Transponder shall thereby constitute ~~User's~~User's acknowledgment of and acceptance of the terms and conditions of this Agreement. User accepts responsibility to pay the tolls and applicable charges of such permitted use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the tolls and charges.

20.11 ~~19.11~~ To the full extent of ~~Florida's~~Florida's severance law, the invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect.

20.12 ~~19.12~~ CFX reserves the right to reject any request to open or service a User Account or to reject any request to issue any CFX Transponder.

20.13 ~~19.13~~ CFX reserves the right to offset and/or charge amounts owed to CFX for usage of CFX ~~transponders~~Transponders from funds in User's Account.

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20.14 ~~19.14~~ User accepts that by providing ~~User's~~User's e-mail address and/or telephone number, User may receive information from CFX, its consultants, agents~~ or other toll facility operators.~~, or the operators of any facility accepting payment by CFX Transponder, including without limitation Interoperable Parties.

20.15 ~~19.15~~ Questions regarding User's Account or transactions charged to User's Account should be directed to CFX through one of the CFX Customer Service Channels.~~ identified in Section 1.6 above.~~

20.16 ~~19.16~~ This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida, with the exception of ~~Florida's~~Florida's choice of law provisions. Other than toll citations, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of competent jurisdiction of the State of Florida in Orange County, Florida. The forum for Florida Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred. ~~Toll violations~~Violations and/or unpaid charges occurring in an Interoperable State ~~may~~will be subject to the local laws of the jurisdiction in which the violation occurred.~~ and/or charge was incurred.~~ To the fullest extent permitted by law, both the User and CFX waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Agreement.

~~19.17~~ CFX Transponders may not be sold, bartered, exchanged, or otherwise transferred without the express written consent of CFX. Any such sale, barter, exchange or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated immediately.

20.17

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CONSENT AGENDA ITEM
#30

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 19, 2025

SUBJECT: Approval of Contract Award to SICE, Inc. for Systemwide Miscellaneous Intelligent Transportation Systems (ITS) Upgrades
Project No. 599-571, Contract No. SCON-10000365

A request for an Invitation to Bid for the above referenced project was advertised on July 20, 2025. Five (5) responses were received by the August 28, 2025 deadline.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	SICE, Inc.	$11,209,584.96
2.	Transportation Systems, Inc.	$11,985,300.00
3.	Traffic Management Solutions, LLC	$13,390,550.95
4.	Traffic Control Devices, LLC	$14,621,000.00
5.	Chinchor Electric, Inc.	$16,472,324.99

The engineer's estimate for this project is $15,842,200.60 and $15,000,000.00 is included in the Five-Year Work Plan.

The work to be performed includes the installation of ITS devices, communications and electrical services systemwide.

Board award of the contract to SICE, Inc. in the amount of $11,209,584.96 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by: _____ _____

Bryan Homayouni, PE
Director of Intelligent Transportation Systems

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

SICE, INC.

SYSTEMWIDE MISCELLANEOUS ITS UPGRADES

PROJECT NO. 599-571
CONTRACT NO. SCON-10000365

CONTRACT AMOUNT: $11,209,584.96

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SYSTEMWIDE MISCELLANEOUS ITS UPGRADES

PROJECT NO. 599-571
CONTRACT NO. SCON-10000365

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Plans		

CONTRACT NO. SCON-10000365

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

SICE, INC.

regarding

SYSTEMWIDE MISCELLANEOUS ITS UPGRADES

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **SICE, INC.** (**"Contractor"**), a Foreign Profit Corporation, with its principal place of business located at 14350 NW 56th Court, #105, Miami, FL 33054, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned 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 Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 599-571, Contract No. SCON-10000365, Systemwide Miscellaneous ITS Upgrades, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 540 calendar days. The Contract Amount is $11,209,584.96.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans, or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 09th day of October 2025, and SICE, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

SICE, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **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.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any 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).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted 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.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in its entirety in conjunction with the performance of the semi-final inspection. As a minimum the following conditions apply:

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been removed, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete and documentation submitted.

Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the

Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as the Punch List discussed in Section 3.9.3.

Contractor shall submit a written request for semi-final inspection to the CEI a minimum of 14 days prior to the target Substantial Completion date and allow up to 14 days following any request for semi-final inspection for the CEI to perform the inspection and develop the Punch List in accordance with Section 3.9.3.

If any pay item Work is determined to be incomplete by the CEI during the semi-final inspection, in whole or in part, the CEI will give the Contractor a deficiency list of outstanding items required to be addressed. Upon satisfactory completion of the outstanding items, the Contractor shall notify the CEI and request another inspection for Substantial Completion.

If, at the semi-final inspection, it is determined that all pay item Work has been installed and the conditions of Substantial Completion have been met as defined in Section 1.3, written notification of Substantial Completion, including a Punch List, will be furnished by the CEI. The Punch List will meet the requirements of Section 3.9.3.

If all construction provided for and contemplated by the Contract is deemed complete and acceptable to the CEI at the semi-final inspection, such inspection shall constitute the final inspection in accordance with Section 3.9.4.

3.9.3 Punch List

3.9.3.1 Review, Development, and Delivery Timelines: The CEI will develop and furnish a Punch List to the Contractor upon issuance of written notice of Substantial Completion. The Punch List will include an estimated cost to complete each listed item, including without limitation the deliverables listed in Section 7.9. The estimated cost to complete items on the Punch List will be determined solely by the CEI. If the Punch List is not furnished upon issuance of Substantial Completion, Contract time will be adjusted by the number of days it is provided beyond the Substantial Completion date, pursuant to Section 6.7.3.1 and the applicable timeframes provided in Section 218.715(7), Florida Statutes.

3.9.3.2 Release of Retainage: Upon issuance of the Punch List, the CEI will process an interim estimate to pay the remaining balance of completed Work, including any retainage withheld by CFX, less an amount equal to 150% of the estimated cost to complete all items on the Punch List. The following notwithstanding:

A. CFX shall not be required to pay or release any amounts that are subject to good faith dispute made in writing pursuant to the Contract or that is the subject of a claim brought pursuant to Section 255.05, Florida Statutes, the amount for which CFX may hold in addition to 150% of the estimated cost to complete the items on the Punch List.

B. Warranty work and items not included on the Punch List cannot be used as a basis to withhold final payment for retainage.

C. Any failure to include any corrective work or pending items not yet completed on the Punch List shall not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Additionally, all items that require correction under this Contract that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as otherwise provided for in this Contract.

D. The estimated costs on the Punch List shall not in any manner be construed as increasing the Contract Price or adding any additional payment obligation on CFX. Instead, such estimated costs shall be used only for the purpose of calculating the amount of payment that CFX may continue to hold as retainage prior to the Contractor's completion of the items on the Punch List in accordance with applicable Florida law.

E. Upon completion of all items on the Punch List, payment for all remaining withholdings and retainage will be made in accordance with Section 7.9. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract, CFX may continue to withhold up to 150% of the total costs to complete such items.

3.9.4 Final Inspection

When all items on the Punch List have been addressed, submit a written request for final inspection to the CEI. The final inspection will be made within seven days of such request. If any Punch List items are determined to be incomplete by the CEI during the final inspection, the CEI will detail the outstanding items required to achieve acceptance. Correct any outstanding items until the CEI accepts all Work.

3.9.5 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.6 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute

grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration 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.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, 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, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid 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 the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Indemnification: The Contractor shall indemnify and hold harmless CFX, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within 7 days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

5.10.2 Guaranty of Payment for Claims: The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. CFX's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

5.11 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 in subarticles 5.11.1 through 5.11.9 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). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing a 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. 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 "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. 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 will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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 and endorsement 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 and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	**Workers' Comp**	**General Liability (per occurrence/ aggregate)**	**Automobile Liability**
Up to $3 million	Statutory	$1,000,000 / $2,000,000	$1,000,000
$3 million and Up	Statutory	$5,000,000 / $10,000,000	$5,000,000

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

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 subcontractors.

5.11.3 Commercial General Liability Insurance: Coverage shall be maintained by the Contractor providing Commercial General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be

less than the limits of insurance as required in Section 5.11.1. 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.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Commercial Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Commercial General Liability policy). In the event the Contractor does not own automobiles, the Contractor 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 through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of any new buildings, (2) any addition, improvement, alteration, or repair to existing buildings, or (3) the installation of machinery or equipment into any existing buildings, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the buildings plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the buildings.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the buildings. The Contractor agrees any flat deductible(s) shall not exceed $25,000, and any windstorm percentage deductible (when applicable) shall not exceed five percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: If the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX

(for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - If the Contractor performs work involving hazardous waste materials, the Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits
Each Occurrence - $ 2,000,000
General Aggregate - $ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to $30 Million	$1 Million coverage
$30 to $75 Million	$2 Million coverage
More than $75 Million	$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	**Minimum Limit**	**Maximum Deductible**
Up to $1 million	50% of project cost, minimum of $100,000 per occurrence	10% of project cost or $25,000, whichever is smaller
$1 million and Up	$1,000,000	$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. 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 name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: 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.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor 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 Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

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

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 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 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.

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 CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Florida Vendor Eligibility Requirements

5.27.1 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.

5.27.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither 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.

5.27.3 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.

5.27.4 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.

5.27.5 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.

5.27.6 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.

5.27.7 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.

5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor/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 Contractor/Consultant has not yet executed any such forms: (1) Contractor/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 Contractor/Consultant to do shall be cause for termination of this Contract by CFX.

5.28 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will 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 will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;

2. Date delay impact was resolved;

3. Detailed chronology of delay including the dates of all applicable notifications and submittals;

4. Specific critical activities affected and the dates of impact;

5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:
Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.
Roadway Activities:
Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.
Sound Walls.
Fiber Optic
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:
Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.
Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.
Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.
HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.
Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators,

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

A. Activity ID - Shall not exceed 6 characters in length.
B. Predecessor and successor activity ID.
C. Relationship types:
FS -Finish to start
SS -Start to start
FF -Finish to finish
SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.

2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.

4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.

5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.

8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

   Submittal date.
   Contractor Name.
   Complete CFX Contract Number.
   Project Description.
   Contract Resident Engineer.
   Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

   Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

   Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

   Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.

B. Key to identify all components in the bar chart and CPM.

C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

A. Activity ID number
B. Description of activity
C. List of pay items included in activity including:
    1. Pay item number
    2. Pay item description
    3. Quantity of pay item to be applied
    4. Unit measure of pay item
    5. Unit-price of pay item
    6. Total price for pay item to be applied
D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves

representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

    Contractor name
    The complete CFX Project number
    The four character P6 project number
    Data Date in format -> "01JAN15"
    Volume number _of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

   A. The Contractor performed Extra Work that met all of the following conditions:

      1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.

      2. The Extra Work delayed the Contract Completion Date.

      3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

   B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

      1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

      2. The Contractor took every reasonable action to prevent the delay.

      3. The delay impacted one or more activities on the current CPM schedule longest path.

4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;

2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.
The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a

manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians

or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

   a. Utility work actually affected progress toward completion of Work on the critical path.

   b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

10. Punch List is not furnished by the CEI in accordance with the applicable timelines provided in Section 218.735(7), Florida Statutes.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with 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 and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."
Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable

by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than $5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance

with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than $100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation

for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby

will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A

subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and/or withheld and less payments previously made. In addition to other amounts withheld as may be described elsewhere in the Contract Documents, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed	Amount Retained
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site

fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state

locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

   "Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement."

   "Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall

execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted, withheld, or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

B) The Contractor has properly maintained the Project as specified hereinbefore.

C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not

offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.

D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

E) The Contractor has submitted all mill tests and analysis reports to CFX.

F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.

G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.

H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.

J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from any outstanding payments or withholdings due the Contractor, $1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars ($1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CONSENT AGENDA ITEM
#31

MEMORANDUM

TO: CFX Board Members

FROM: Bryan Homayouni, P.E.
Director of Intelligent Transportation Systems

DATE: September 29, 2025

SUBJECT: Approval of Proposed Supplemental Amendment Number 2 to the Locally Funded Agreement between the State of Florida, Department of Transportation and the Central Florida Expressway Authority ("CFX") regarding FDOT's Flex Lane/Part-Time Shoulder Use Operation Management and the associated Proposed Three Party Escrow Agreement between the State of Florida, Department of Transportation, CFX, and the Florida Department of Financial Services, Division of the Treasury

---

CFX entered into a Locally Funded Agreement ("LFA") with the Florida Department of Transportation ("FDOT") under which CFX agreed to compensate FDOT for managing Flex Lanes/Part-Time Shoulder Use Operations ("PTSU") on portions of SR 429 and SR 417.

This Supplemental Amendment Number 2 provides additional compensation of $79,311.00 to FDOT to continue those services through October 31, 2026.

Locally Funded Agreement	$ 73,925.00
Supplemental Amendment No. 1	$ 95,488.00
Supplemental Amendment No. 2	$ 79,311.00
Total	$248,724.00

Board approval of the Proposed Locally Funded Agreement, Supplemental Amendment Number 2 between the State of Florida, Department of Transportation and CFX and the associated Proposed Three Party Escrow Agreement between the State of Florida, Department of Transportation, CFX, and the Florida Department of Financial Services, Division of the Treasury, is requested.

Recommended By: _____
Glenn Pressimone, Chief of Infrastructure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 2

EXECUTION DATE:_____

Agency: Central Florida Expressway Authority **Vendor No: F59102557005**	**Fund: LF** **Original Contract Amount: $73,925.00** **Revised Contract Amount: $248,724.00**	**Financial Management No.:** **435443-4-82-02/04**

The terms of the Locally Funded Agreement between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as the "LOCAL AGENCY") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") for the "I-4 Freeway Management and Active Arterial Management" project, executed on **March 5, 2024, and amended on November 21, 2024**, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 2 is to provide a continuation of the services referenced in the Exhibit "A", Scope of Services and to assure adequate funding for the estimate referenced in Exhibit "B", Estimate. Additional Services provided will end on **October 31, 2026**.

The updated total cost for the Additional Services for this Project is **$248,724.00 (Two Hundred Forty-Eight Thousand, Seven Hundred Twenty-Four Dollars and No/100).** The DEPARTMENT has received the original deposit from the LOCAL AGENCY in the amount of **$73,925.00 (Seventy-Three Thousand, Nine Hundred Twenty-Five Dollars and No/100)** and a supplemental amount of $**95,488.00 (Ninety-Five Thousand, Four Hundred Eighty-Eight Dollars and No/100).** The LOCAL AGENCY agrees to deposit the additional amount of **$79,311.00 (Seventy-Nine Thousand, Three Hundred Eleven Dollars and No/100)** within 14 days of the execution of this Supplemental Amendment.

The Financial Management Number has been revised to reflect the allocation of program funds under two different funding sequences. The distribution of funds is as follows:

- Fiscal Year 2024 (FY24), an amount of $73,925.00 is allocated under Sequence -04.
- Fiscal Year 2025 (FY25), an amount of $95,488.00 is allocated under Sequence -02.
- Fiscal Year 2026 (FY26), an amount of $79,311.00 is allocated under Sequence -02.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachments all apply and are all hereby incorporated into this Supplemental Amendment. Pursuant to this Supplemental Amendment, the Scope of Services are defined by Exhibit "A" and the Estimate for Additional Services is defined by Exhibit "B".

- Exhibit "A" – Scope of Services
- Exhibit "B" – Estimate for Additional Services

IN WITNESS WHEREOF, the LOCAL AGENCY and the DEPARTMENT have executed this Supplemental Amendment Number 2 as of the dates set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

As approved by the Board on:

_____

Attest:

_____
Name:
Title:

Legal Review:

_____
General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Date: _____

Attest:

_____
Executive Secretary

Legal Review:

_____
DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

December 04, 2023

EXHIBIT "A"

SCOPE OF SERVICES

The DEPARTMENT and the LOCAL AGENCY agree that Additional Services, described as Part-Time Shoulder Use Operations ("PTSU Operations") and as described herein below shall be added to the Project.

Additional Services to be added:
PTSU Operations for State Road 417 and State Road 429 under the existing Integrated Corridor Management (ICM) Operations I-95 and I-4 contract (435443-4-82-02). The DEPARTMENT will be responsible to provide adequate staff to the LOCAL AGENCY for monitoring and implementing PTSU systems to optimize expressway performance using third-party applications, including the operation of lane control signs, variable speed limits signs, supplementary incident dynamic message signs (DMS), and various detection devices.

PTSU Operations include coordination with Road Rangers, Florida Highway Patrol, and the LOCAL AGENCY maintenance staff to confirm availability of shoulder prior to opening. Traffic conditions will be monitored via third-party applications, vehicle detection systems, and computer aided dispatch to find lane blocking events and congestion events.

PTSU operation will: record information in SunGuide, disseminate traveler information via DMS and Florida's 511 Advanced Traveler Information System, dispatch for Road Ranger Service Patrol, dispatch for Rapid Incident Scene Clearance contractors, document performance measures associated with PTSU and coordinate with Florida's Turnpike Enterprise (FTE), Freeway Management, and Traffic Incident Management (TIM) personnel, as necessary.

District Five will provide a workstation at the Regional Traffic Management Center (RTMC) for PTSU Operations and will provide adequate staff to operate the PTSU, but will not be directly involved in PTSU Operations, decision-making, or contract management.

The staff provided by the DEPARTMENT shall operate the PTSU Operations as part of the ICM contract for I-4 Freeway Management and Active Arterial Maintenance (CAG21).

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EXHIBIT "B"

ESTIMATE

This estimate is based on Statewide and District Average Price.

CFX PTSU Operations SR 417 and SR 429 from July 2023 - October 2026
Contract: CAG21

Project No.	435443-4-82-02 | 435443-5-82-02	Prepared By:
Task Work Order Description:	NA	Dale W. Cody, PE, PTOE
Task Work Order #:	NA	Metric Engineering, Inc.
Date Estimated:	August 3, 2025	525 Technology Park, Suite 153
		Lake Mary, Florida 32746

Prime Activity	Project Manager 1		Community Outreach Specialist (Senior)		Senior Engineering Technician B		Total	
	Rate/Hr.:	$133.15	Rate/Hr.:	$130.74	Rate/Hr.:	$97.45		
	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2025-2026								
1. No hours associated with Activity 1		$0.00		$0.00		$0.00	-	***$0.00***
2. No hours associated with Activity 2		$0.00		$0.00		$0.00	-	***$0.00***
3. PTSU Operations for SR 417	120.00	$15,978.00	60.00	$7,844.40	120.00	$11,694.00	***300.00***	***$35,516.40***
4. Manager Overview of SR 429 and SOP and Training Rev		$0.00		$0.00		$0.00	-	***$0.00***
5. PTSU Operations for SR 429	131.00	$17,442.65	72.00	$9,413.28	131.00	$12,765.95	***334.00***	***$39,621.88***
							-	***$0.00***
Total	***251.00***	***$33,420.65***	***132.00***	***$17,257.68***	***251.00***	***$24,459.95***	***634.00***	***$75,138.28***

Prime Activity	Engineering Technician C		Engineering Technician D				Total	
	Rate/Hr.:	$46.02	Rate/Hr.:	$37.35	Rate/Hr.:			
	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2025-2026								
1. No hours associated with Activity 1		$0.00		$0.00		$0.00	-	***$0.00***
2. No hours associated with Activity 2		$0.00		$0.00		$0.00	-	***$0.00***
3. PTSU Operations for SR 417		$0.00		$0.00		$0.00	-	***$0.00***
4. Manager Overview of SR 429 and SOP and Training Rev		$0.00		$0.00		$0.00	-	***$0.00***
5. PTSU Operations for SR 429		$0.00		$0.00		$0.00	-	***$0.00***
Total	-	***$0.00***	-	***$0.00***	-	***$0.00***	-	***$0.00***

Total Basic Activity (Metric Field)	$75,138.28
Total Basic Activity (Metric Home)	$4,172.32
Grand Total Amount	**$79,310.60**

Remainder of this page intentionally left blank.

CFX PTSU Operations SR 417 and SR 429 from July 2023 - October 2026
Contract: CAG21

Project No.	435443-4-82-02 | 435443-5-82-02	Prepared By:
Task Work Order Description:	NA	Dale W. Cody, PE, PTOE
Task Work Order #:	NA	Metric Engineering, Inc.

Prime Activity	Chief Engineer 1		Electrical Engineer		Engineer 2A		Total	
	Rate/Hr.:	$300.79	Rate/Hr.:	$248.78	Rate/Hr.:	$220.75		
	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2025-2026								
1. No hours associated with Activity 1		$0.00		$0.00		$0.00	-	***$0.00***
2. No hours associated with Activity 2		$0.00		$0.00		$0.00	-	***$0.00***
3. PTSU Operations for SR 417	4.00	$1,203.16		$0.00	4.00	$883.00	***8.00***	***$2,086.16***
4. Manager Overview of SR 429 and SOP and Training Rev		$0.00		$0.00	-	$0.00	-	***$0.00***
5. PTSU Operations for SR 429	4.00	$1,203.16		$0.00	4.00	$883.00	***8.00***	***$2,086.16***
		$0.00		$0.00		$0.00	-	***$0.00***
Total	***8.00***	***$2,406.32***	**-**	***$0.00***	***8.00***	***$1,766.00***	***16.00***	***$4,172.32***

Prime Activity	Senior Designer C		Senior Designer		Senior Engineer 1		Total	
	Rate/Hr.:	$164.86	Rate/Hr.:	$191.21	Rate/Hr.:	$239.52		
	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2025-2026								
1. No hours associated with Activity 1		$0.00		$0.00		$0.00	-	***$0.00***
2. No hours associated with Activity 2		$0.00		$0.00		$0.00	-	***$0.00***
3. PTSU Operations for SR 417		$0.00		$0.00		$0.00	-	***$0.00***
4. Manager Overview of SR 429 and SOP and Training Rev		$0.00		$0.00		$0.00	-	***$0.00***
5. PTSU Operations for SR 429		$0.00		$0.00		$0.00	-	***$0.00***
Total	**-**	***$0.00***	**-**	***$0.00***	**-**	***$0.00***	**-**	***$0.00***

Total Basic Activity Costs (Metric - Home)	$4,172.32
	$0.00

Remainder of this page intentionally left blank.

EXHIBIT “C”

CONFIRMING MINUTES

The Minutes, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT “D”

ESCROW AGREEMENT

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Central Florida Expressway Authority (CFX) ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: I-4 Freeway Management and Active Arterial Management
Project #: 435443-4-82-02/04
Agency: Central Florida Expressway Authority (CFX)

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name and Title

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

ATTEST:

Regla ("Mimi") Lamaute
Manager of Executive and Board Services

Reviewed for legal form for CFX's exclusive reliance:

Cristina T. Berrios
Deputy General Counsel

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: 11/21/2024

Agency: Central Florida Expressway Authority	**Fund: LF**	**Financial Management No.:**
Vendor No: F59102557005	**Revised Contract Amount: $95,488.00**	**435443-4-82-04**

The terms of the Locally Funded Agreement between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as the "LOCAL AGENCY") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") for the "I-4 Freeway Management and Active Arterial Management" project, executed on **March 5, 2024**, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 1 is to provide a continuation of the services in the Exhibit "A", Scope of Services and Exhibit "B", Estimate for the Fiscal Year 2024-2025. The total cost for the Additional Services for this Project is **$95,488.00 (Ninety-Five Thousand Four Hundred Eighty-Eight Dollars and No/100).** The LOCAL AGENCY agrees to deposit the additional amount of **$95,488.00 (Ninety-Five Thousand Four Hundred Eighty-Eight Dollars and No/100)** within 14 days of the execution of this Supplemental Amendment.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachments all apply and are all incorporated into the Supplemental Amendment. Pursuant to this Supplemental Amendment, the Scope of Services are defined by Exhibit "A" and the Estimate for the Additional Services is defined by Exhibit "B".

Exhibit "A", Scope of Services

Exhibit "B", Estimate

Remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the LOCAL AGENCY and the DEPARTMENT have executed this Supplemental Amendment Number 1 as of the dates set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Name: Michelle Maikisch

Title: Executive Director

Date: 11/14/2024

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: C. Jack Adkins

1752524FC337485...

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: 11/21/2024 | 1:22 PM EST

As approved by the Board on:

November 14, 2024

Attest: _____

Regla ("Mimi") Lamaute
Manager of Board Services

Attest:

DocuSigned by:

Omayra Wallace

Executive Secretary

Legal Review:

Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.23 12:49:15 -04'00'

Angela J. Wallace, General Counsel

Legal Review:

DocuSigned by:

Daniel McDermott

DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

December 04, 2023

Docusign Envelope ID: 16CEBE0F-209C-41FB-9BAD-3E12BBD211E8

EXHIBIT "A"

SCOPE OF SERVICES

The DEPARTMENT and the LOCAL AGENCY agree that Additional Services, described as Part Time Shoulder Use Operations ("PTSU Operations") and as described herein below shall be added to the Project.

Additional Services to be added:
PTSU Operations for State Road 417 and State Road 429 under the existing Integrated Corridor Management (ICM) Operations I-95 and I-4 contract (435443-4-82-02). The DEPARTMENT will be responsible to provide adequate staff to the LOCAL AGENCY for monitoring and implementing PTSU systems to optimize expressway performance using third-party applications, including the operation of lane control signs, variable speed limits signs, supplementary incident dynamic message signs (DMS), and various detection devices.

PTSU Operations include coordination with Road Rangers, Florida Highway Patrol, and the LOCAL AGENCY maintenance staff to confirm availability of shoulder prior to opening. Traffic conditions will be monitored via third-party applications, vehicle detection systems, and computer aided dispatch to find lane blocking events and congestion events.

PTSU operation will: record information in SunGuide, disseminate traveler information via DMS and Florida's 511 Advanced Traveler Information System, dispatch for Road Ranger Service Patrol, dispatch for Rapid Incident Scene Clearance contractors, document performance measures associated with PTSU and coordinate with Florida's Turnpike Enterprise (FTE), Freeway Management, and Traffic Incident Management (TIM) personnel, as necessary.

District Five will provide a workstation at the Regional Traffic Management Center (RTMC) for PTSU Operations and will provide adequate staff to operate the PTSU, but will not be directly involved in PTSU Operations, decision-making, or contract management.

The staff provided by the DEPARTMENT shall operate the PTSU Operations as part of the ICM contract for I-4 Freeway Management and Active Arterial Maintenance (CAG21).

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EXHIBIT "D"

ESCROW AGREEMENT

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THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Central Florida Expressway Authority (CFX) ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: I-4 Freeway Management and Active Arterial Management
Project #: 435443-4-82-04
Agency: Central Florida Expressway Authority (CFX)

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

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7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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DocuSign Envelope ID: 6A4D10C7-BE7F-4331-9745-EA3D00B03551

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

DocuSigned by:
Cheryl Morgan
218EF3F95A3D452...
For FDOT-OOC (signature)

Cheryl Morgan Deputy Comptroller, GAO
Name and Title

59-3024028
Federal Employer I.D. Number

03/06/2024 | 9:26 AM EST
Date

Michelle Maikisch (Feb 26, 2024 13:51 EST)
For PARTICIPANT (signature)

Michelle Maikisch, Executive Director
Name and Title

59-1021557
Federal Employer I.D. Number

Feb 26, 2024
Date

FDOT Legal Review:
DocuSigned by:
Giselle Justo
D0F39D9F5E4D4T6...

For Escrow Agent (signature)

Tammy Collins, Director
Name and Title

3/6/24
Date

DocuSign Envelope ID: 38427EAB-F09C-4817-873D-FDB6C8956275

Agency: Central Florida Expressway Authority Vendor No.: F59102557005	Fund: LF Contract Amount: $73,925.00	Financial Project No.: 435443-4-82-04

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This **LOCALLY FUNDED AGREEMENT** ("Agreement"), made and entered into as of the Effective Date (hereinafter defined), by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as the "LOCAL AGENCY"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL AGENCY, at a meeting of the governing board of the LOCAL AGENCY, of which a copy of the minutes of said meeting are attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "I-4 Freeway Management and Active Arterial Management", said project being known as Financial Project Number (FPN) 435443-4-82-02, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the DEPARTMENT's Adopted Work Program; and

WHEREAS, the DEPARTMENT anticipated additional services to be added to the Project when the DEPARTMENT entered into a Standard Professional Services Agreement that identified the implementation of operations that include Part-Time Shoulder Use Operations ("PTSU Operations") on portions of State Road 429 and State Road 417 owned and maintained by the LOCAL AGENCY, said Project being known as FPN 435443-4-82-04 and more particularly described in Exhibit "A", Scope of Services, and hereinafter be referred to as the "Additional Services"; and

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WHEREAS, the DEPARTMENT and the LOCAL AGENCY agree that including the Additional Services into the Project is in the best interests of both the DEPARTMENT and the LOCAL AGENCY and it would be most practical, expeditious, and economical; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY agree that the LOCAL AGENCY will provide the funds for Additional Services commencing in Fiscal Year 2023/2024; and

WHEREAS, the Additional Services will be requested by the LOCAL AGENCY each year on an annual basis to assure adequate funding is provided by the LOCAL AGENCY for each fiscal year; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Services in a cost-effective manner, the LOCAL AGENCY desires to have said Additional Services made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The recitals set forth above are true and accurate and are incorporated herein by this reference.

2. The term of this Agreement shall begin upon the Effective Date and shall remain in full force and effect through completion of all Additional Services required of the LOCAL AGENCY. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

3. The DEPARTMENT shall cause the Additional Services described in Exhibit “A” to be incorporated into the DEPARTMENT’S Project for the I-4 Freeway Management and Active Arterial Management project and to be included as a part of said Project.

4. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL AGENCY shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement. The LOCAL AGENCY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

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5. Upon implementation, the DEPARTMENT will provide adequate staff to assume operation of the PTSU Operations as more specifically described in Exhibit "A", Scope of Services.

6. Participation by the LOCAL AGENCY in funding adequate staff personnel for the operation of the Additional Services shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the PTSU Operations for the first year, FY 2023/2024, is **$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100).** The DEPARTMENT'S performance and obligation to provide staff to operate the Project for the benefit of the LOCAL AGENCY and to add the Additional Services to the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL AGENCY to that effect.

(B) The Project is being funded by the LOCAL AGENCY in the amount of **$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100).** Said funds are programmed under Financial Project Number (FPN) 435443-4-82-04. As described in paragraph 6(C) below, the LOCAL AGENCY agrees that it will provide the balance of the funding necessary to provide the Additional Services.

(C) The LOCAL AGENCY agrees that it will, **within at least fourteen (14) calendar days of the execution of this Agreement** furnish the DEPARTMENT an advance deposit in the amount of **$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 435443-4-82-04. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) The LOCAL AGENCY will request a Supplemental Agreement to this Agreement on an annual basis to fund the continuation of Additional Services. The Supplemental Agreement must be fully executed by the LOCAL AGENCY and the DEPARTMENT each year prior to the continuation of Additional Services. **Within 14 days of executing the Supplemental Agreement**, the LOCAL AGENCY will provide the necessary funding to facilitate the continuation of Additional Services.

(E) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in accordance with escrow agreement attached hereto as Exhibit "D" and incorporated herein by reference between

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the LOCAL AGENCY, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agreement").

(F) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL AGENCY

Bryan Homayouni
Director of Intelligent Transportation Systems
Central Florida Expressway Authority (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5333
Bryan.Homayouni@cfxway.com

7. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL AGENCY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

8. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods

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exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

9. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

10. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

12. The DEPARTMENT and the LOCAL AGENCY acknowledge and agree to the following:

(A) The LOCAL AGENCY 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 LOCAL AGENCY during the term of the contract; and

(B) The LOCAL AGENCY shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise 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/subcontractor during the contract term.

13. 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

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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.

14. The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement ("Effective Date").

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Name: Michelle Maikisch

Title: Executive Director

Date: Feb. 8, 2024

Attest: _____

Regla ("Mimi") Lamaute
Manager of Board Services

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

By: _____

Name: Laura L. Kelly

Title: Row Counsel, Shutts & Bowen

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: C. Jack Adkins 1752524FC9374B5...

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: 03/05/2024 | 11:10 AM EST

Attest: DocuSigned by: Omayra Wallace F480974AB8374A7...

Executive Secretary

Legal Review:

By: DocuSigned by: Daniel McDermott 585E81E28BBA45C...

DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

12/04/2023

DocuSign Envelope ID: 38427EAB-F09C-4817-873D-FDB6C8956275

EXHIBIT "A"

SCOPE OF SERVICES

The DEPARTMENT and the LOCAL AGENCY agree that Additional Services, described as Part Time Shoulder Use Operations ("PTSU Operations") and as described herein below shall be added to the Project.

Additional Services to be added:
PTSU Operations for State Road 417 and State Road 429 under the existing Integrated Corridor Management (ICM) Operations I-95 and I-4 contract (435443-4-82-02). The DEPARTMENT will be responsible to provide adequate staff to the LOCAL AGENCY for monitoring and implementing PTSU systems to optimize expressway performance using third-party applications, including the operation of lane control signs, variable speed limits signs, supplementary incident dynamic message signs (DMS), and various detection devices.

PTSU Operations include coordination with Road Rangers, Florida Highway Patrol, and the LOCAL AGENCY maintenance staff to confirm availability of shoulder prior to opening. Traffic conditions will be monitored via third-party applications, vehicle detection systems, and computer aided dispatch to find lane blocking events and congestion events.

PTSU operation will: record information in SunGuide, disseminate traveler information via DMS and Florida's 511 Advanced Traveler Information System, dispatch for Road Ranger Service Patrol, dispatch for Rapid Incident Scene Clearance contractors, document performance measures associated with PTSU and coordinate with Florida's Turnpike Enterprise (FTE), Freeway Management, and Traffic Incident Management (TIM) personnel, as necessary.

District Five will provide a workstation at the Regional Traffic Management Center (RTMC) for PTSU Operations and will provide adequate staff to operate the PTSU, but will not be directly involved in PTSU Operations, decision-making, or contract management.

The staff provided by the DEPARTMENT shall operate the PTSU Operations as part of the ICM contract for I-4 Freeway Management and Active Arterial Maintenance (CAG21).

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EXHIBIT “D”

ESCROW AGREEMENT

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THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Central Florida Expressway Authority (CFX) ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: I-4 Freeway Management and Active Arterial Management
Project #: 435443-4-82-04
Agency: Central Florida Expressway Authority (CFX)

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

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7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

E.

Reports

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

THE BACKUP FOR THIS ITEM WILL BE PROVIDED AT A LATER DATE

E.3.

Executive Director's Report

THE EXECUTIVE DIRECTOR'S REPORT WILL BE PROVIDED PRIOR TO THE BOARD MEETING

F.

Regular Agenda Items

F. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 417 Sanford Airport Connector Project Development & Environment (PD&E) Study

Glenn Pressimone, PE | Chief of Infrastructure
Amanda Ashby, AICP | Ardurra Group, Inc.

October 9, 2025

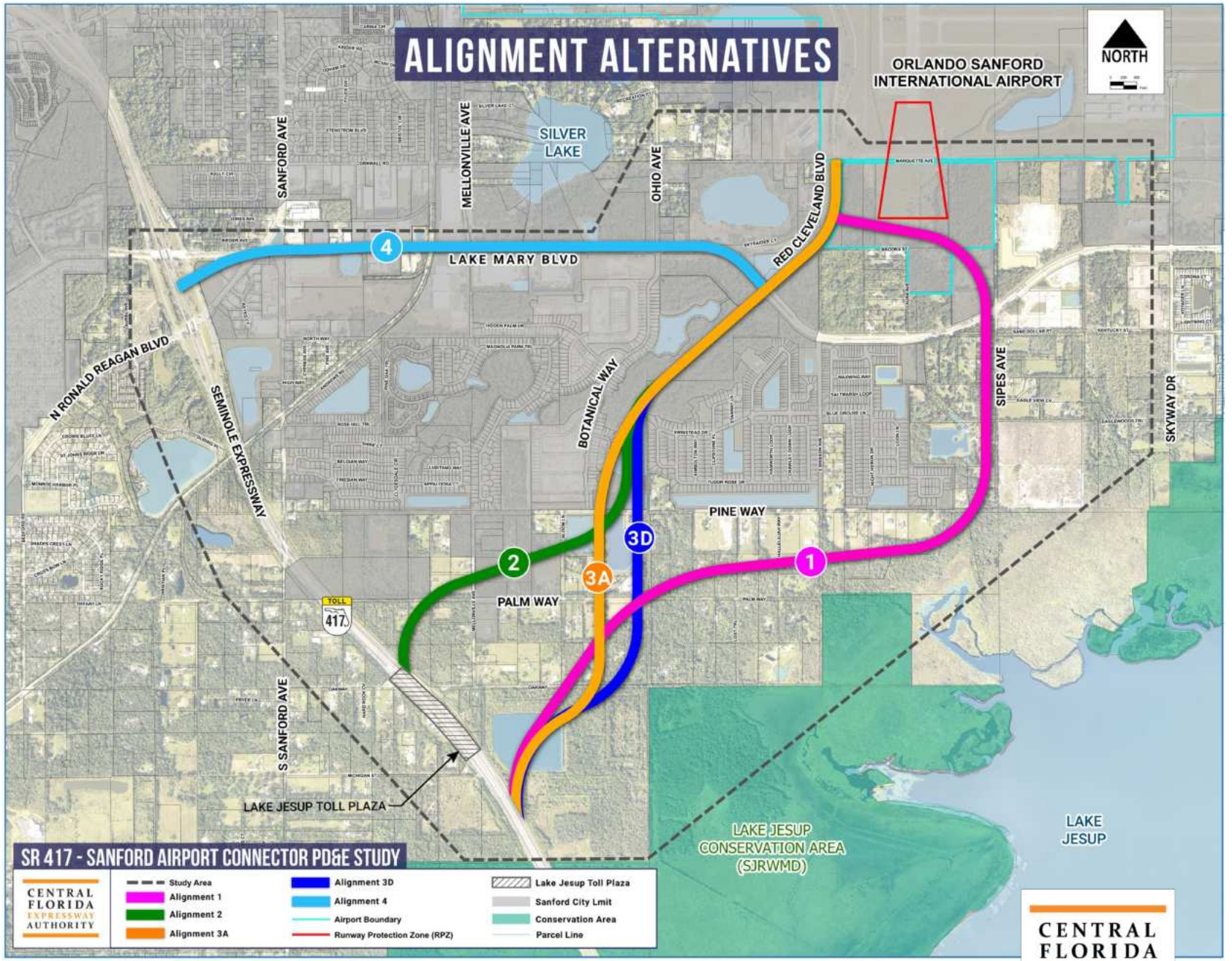
Study Alternatives

Alternative 1: Minimizes direct impacts to residential & non-residential parcels

Alternative 2: Least potential environmental impacts of four original alignments

Alternatives 3A & 3D: Balances direct impacts to residential development and environmentally sensitive land

Alternative 4: Utilizes existing East Lake Mary Boulevard roadway corridor to minimize impacts to environment and residences

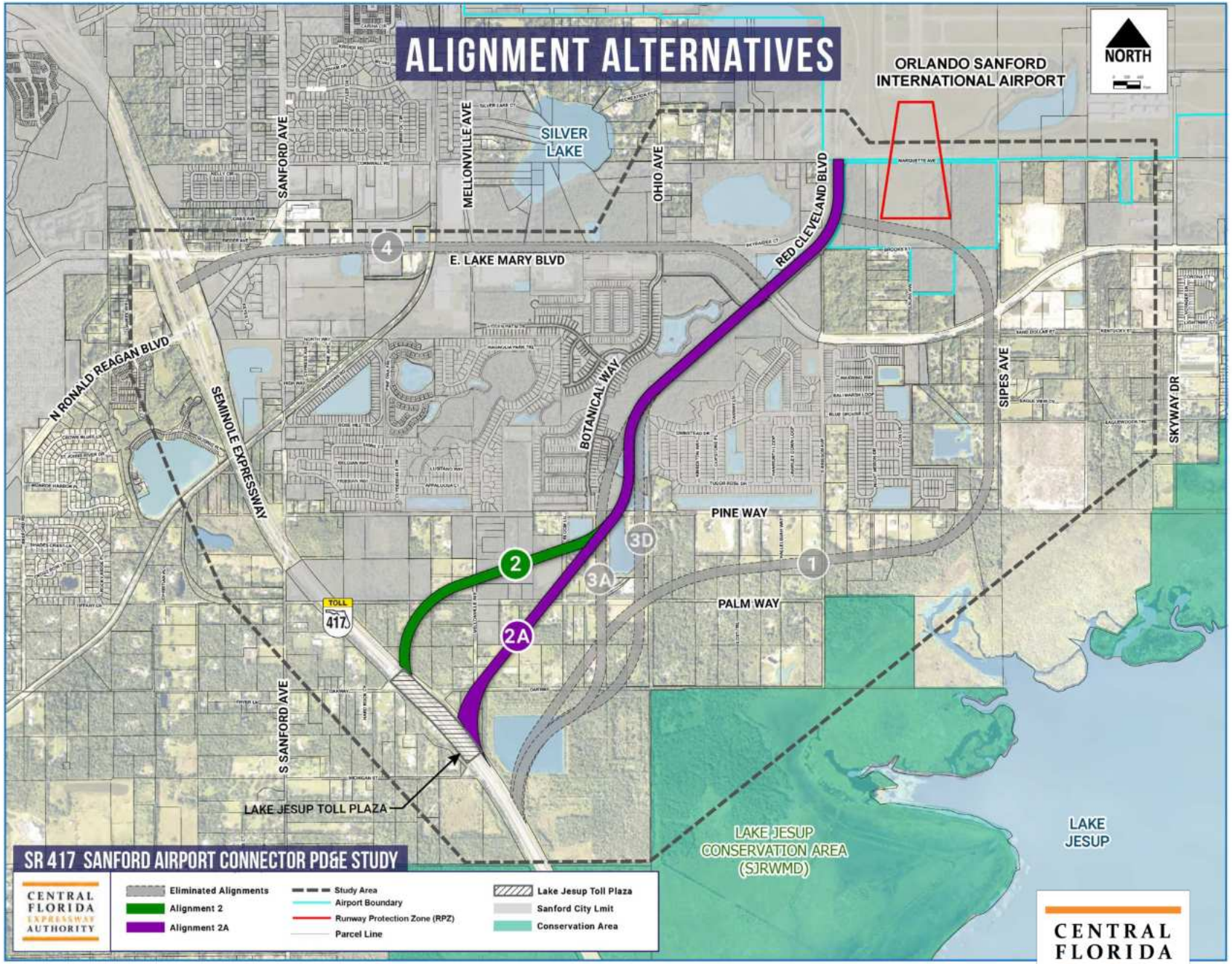


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Alignment 2 Refinement

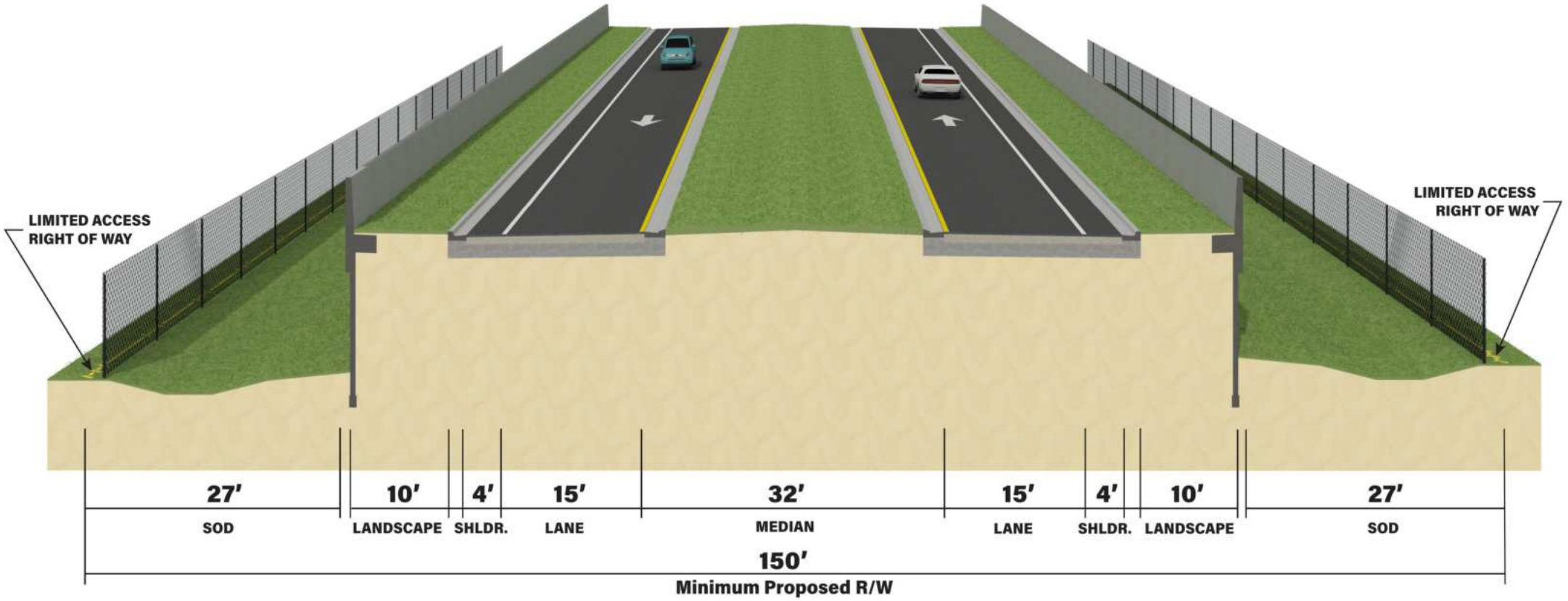
Alignments 1, 3A, 3D and 4:
Eliminated from consideration

Alignment 2A:
Moved interchange with SR 417 south, but still north of the Lake Jesup Conservation Area



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preferred Alternative – Typical Section (2 lane)



Design Speed = 45 mph

Approximate Right-of-Way = 150 feet

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Public Involvement Summary

4 PUBLIC MEETINGS

- Public Kick-Off Meeting – September 12, 2024
- Alternatives Public Workshop – January 14, 2025
- Refined Alternatives Public Workshop – April 2, 2025
- Public Hearing – July 17, 2025

3 COMMUNITY ENGAGEMENT GROUP MEETINGS

- August 21, 2024, January 8, 2025, March 26, 2025

3 ENVIRONMENTAL AND PROJECT ADVISORY GROUP MEETINGS

- August 20, 2024, January 9, 2025, March 26, 2025

2 CFX ENVIRONMENTAL STEWARDSHIP COMMITTEE MEETINGS

- May 30, 2024, March 6, 2025, May 25, 2025

1 SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

- April 22, 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preferred Alternative

- Shortest and most direct route
- Lowest direct wetland impacts
- Optimized roadway geometry for safety and drivability
- 46% reduction in traffic on East Lake Mary Blvd.
- Facilitates future addition of ramps to/from north on SR 417

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Estimated Project Costs

Item	Cost
Construction/Engineering/Administration	$172,200,000
Utility Relocation	$3,100,000
Right-of-Way	$18,300,000
Mitigation, Wetlands, and Wildlife	$6,800,000
Total Estimated Project Cost	**$200,400,000**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preferred Alternative Viability

Estimated Project Cost	$200.4 Million
Projected Toll Revenue	$48.1 Million
Viability Percentage	24.0%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of the SR 417 Sanford Airport Connector Project Development & Environment Study and the Preferred Alternative, as presented.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

F. 2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

2025A SENIOR LIEN REVENUE BONDS

Lisa Lumbard | Chief Financial Officer

October 9, 2025

Debt Summary

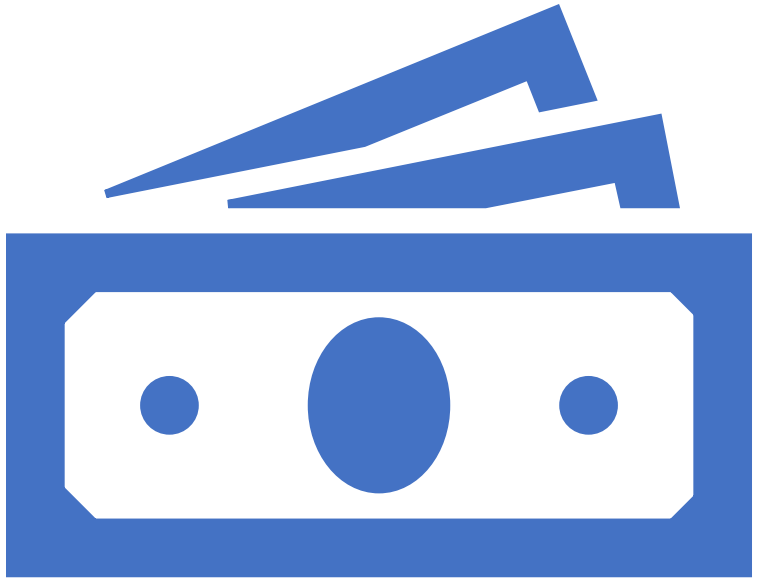
Outstanding Principal after July 1, 2025

Series	Original Principal	Outstanding Principal	Final Maturity
Senior Lien			
2016A	151,695,000	103,260,000	7/1/2037
2016B	631,330,000	378,480,000	7/1/2040
2017	341,210,000	303,265,000	7/1/2042
2018	221,045,000	195,130,000	7/1/2048
2019A	129,550,000	116,635,000	7/1/2049
2019B	441,390,000	398,700,000	7/1/2049
2020A	155,915,000	94,425,000	7/1/2032
2021	548,175,000	530,300,000	7/1/2040
2021D	198,435,000	198,435,000	7/1/2035
2024A	145,430,000	143,490,000	7/1/2054
2024B	215,605,000	215,605,000	7/1/2035
Junior Lien			
TIFIA Loan*	193,695,000	202,901,038	7/1/2049
TOTAL	**$3,373,475,000**	**$2,880,626,038**	

**Principal outstanding exceeds the initial par amount as accrued interest is included and repaid as additional principal.*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

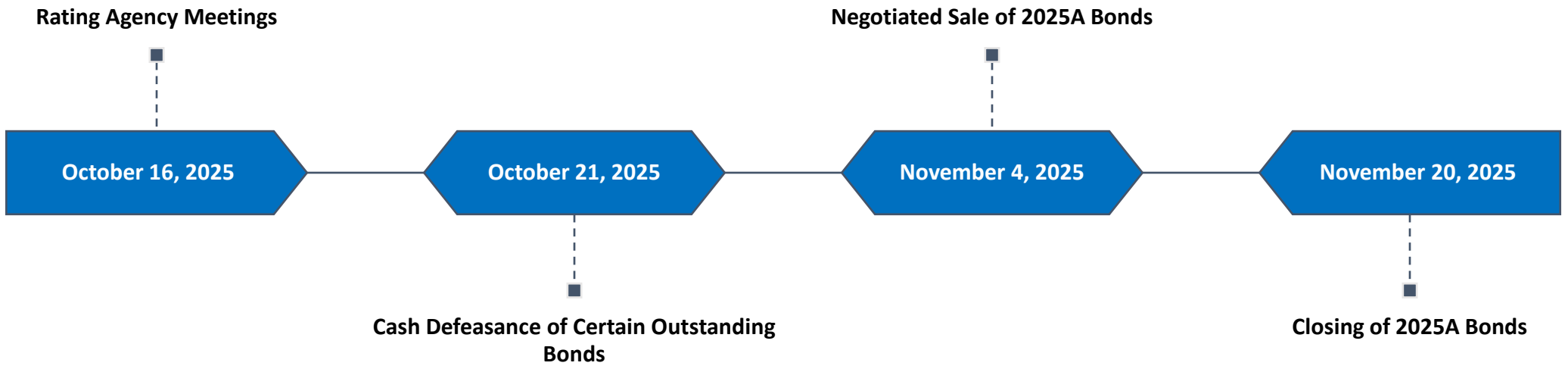
2025A Bonds



- Recommended by Finance Committee on September 23, 2025
- 2025A - Cash Optimization
  - Similar benefits as a tax-exempt refunding
  - Use cash on hand to defease portion of 2016A, 2016B, 2017, 2018, and 2021 Bonds
  - Issue new tax-exempt bonds to replace the cash used
  - Estimated net economic benefit of 7% to 9%
- 2025A par is not-to-exceed $350,000,000

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preliminary Schedule



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of the Thirty-Second Supplemental Revenue Bond Resolution, authorizing the issuance of Senior Lien Revenue Bonds Series 2025A and approving the forms of certain documents and agreements related to the bonds. In addition, approval of the Resolution for the Cash Defeasance of portions of the 2016A, 2016B, 2017, 2018, and 2021 Bonds.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Resolution No. 2025 - ___

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thirty-Second Supplemental Revenue Bond
Resolution Authorizing the Issuance of:

Senior Lien Revenue Bonds, Series 2025A

Adopted on October 9, 2025

THIRTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS THIRTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") SUPPLEMENTING THE MASTER BOND RESOLUTION OF CFX ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $350,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS SENIOR LIEN REVENUE BONDS, SERIES 2025A (THE "SERIES 2025A BONDS") FOR THE PURPOSES OF, AMONG OTHER THINGS, FINANCING OR REFINANCING ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN SYSTEM PROJECTS OF CFX; DELEGATING AUTHORITY AND ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR SUCH SERIES 2025A BONDS; AUTHORIZING THE FINANCE COMMITTEE OR AN AUTHORIZED OFFICER OF CFX TO AWARD THE SALE OF SAID SERIES 2025 BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SAID SERIES 2025 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING THE CHAIRMAN OR VICE- CHAIRMAN TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING UNCERTIFICATED BOOK-ENTRY-ONLY REGISTRATION OF SUCH SERIES 2025 BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT AND REGISTRAR; AUTHORIZING AND DELEGATING AUTHORITY TO SELECT THE PROVIDER OF A SERIES 2025 BOND INSURANCE POLICY OR POLICIES AND A SERIES RESERVE ACCOUNT CREDIT FACILITY OR FACILITIES WITH RESPECT TO SUCH SERIES 2025 BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF CFX TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2025 BONDS;

MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2025 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Central Florida Expressway Authority ("CFX" or the "Authority") adopted that certain Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds, as amended and supplemented from time to time (the "Master Bond Resolution"); and

WHEREAS, CFX desires to supplement the Master Bond Resolution to authorize the issuance of its Series 2025A Bonds (as hereinafter defined), as a Series of Bonds under the Master Bond Resolution, the proceeds of which will be used to: (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the Series 2025A System Projects (as hereinafter defined), (b) deposit funds or pay the premium on a Series 2025A Reserve Subaccount Credit Facility (as hereinafter defined) to be deposited into the Series 2025A Reserve Subaccount (as hereinafter defined) established pursuant to this Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025A Bonds, including without limitation, the premium on a Series 2025A Bond Insurance Policy (as hereinafter defined) with respect to all or a portion of the Series 2025A Bonds, if any; and

WHEREAS, CFX anticipates receiving a favorable offer to purchase the Series 2025A Bonds from the Purchaser (as defined herein) to be designated by CFX and described in the Bond Purchase Agreement (as hereinafter defined), the form of which is attached hereto as **Exhibit A**; and

WHEREAS, CFX desires to approve the draft Preliminary Official Statement with respect to the Series 2025A Bonds, the form of which is attached hereto as **Exhibit B** (the "Preliminary Official Statement"), and to authorize the use of the Preliminary Official Statement and a final Official Statement with respect to the offering and sale of the Series 2025A Bonds; and

WHEREAS, CFX desires to approve and authorize the execution and delivery of a Continuing Disclosure Agreement with respect to the Series 2025A Bonds pursuant to Securities Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), the form of which is attached hereto as **Exhibit C** (the "Continuing Disclosure Agreement"); and

WHEREAS, CFX desires to approve and authorize the execution and delivery of a Trustee, Paying Agent and Registrar Agreement with respect to the Series 2025A Bonds, the form of which is attached hereto as **Exhibit D**; and

WHEREAS, CFX further desires to set forth certain terms and provisions for the Series 2025A Bonds and to provide certain further matters related to the authorization, sale, issuance and delivery of the Series 2025A Bonds and other matters related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I
AUTHORITY AND DEFINITIONS

SECTION 1.01. **Authority for this Resolution**. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Act, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Bond Resolution.

SECTION 1.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein (in the recitals or below), shall have the meanings ascribed thereto in Section 1.2 of the Master Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **"Bond Counsel's Opinion"** means a written opinion of an attorney or firm of attorneys selected by CFX which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

B. **"Bond Purchase Agreement"** means the Bond Purchase Agreement, the proposed form of which is attached hereto as **Exhibit A**, to be entered into between CFX and the Purchaser with respect to the purchase and sale of the Series 2025A Bonds.

C. **"Finance Committee"** means the Finance Committee of CFX.

D. **"Financial Advisor"** means PFM Financial Advisors LLC.

E. **"Maturity Date"** means the final maturity date of the Series 2025A Bonds, which date shall be the date specified in Section 4.01 A. hereof.

F. **"Purchaser"** means, collectively, each managing underwriter designated pursuant to the terms of this Resolution for itself and as the representative of each underwriter described in the Bond Purchase Agreement. For the purposes of clarity, the term "Purchaser" as used herein shall refer to all underwriters described in the Bond Purchase Agreement.

G. **"Repository"** shall have the meaning set forth in the Continuing Disclosure Agreement attached hereto as **Exhibit "C"**.

H. **"Secretary"** means the Secretary, any Assistant Secretary or the Board Services Coordinator of CFX.

I. **"Series 2025A Bond Insurance Policy"** means, if obtained with respect to all or a portion of the Series 2025A Bonds issued pursuant to the terms of this Resolution, the municipal bond insurance policy or policies issued by the Series 2025A Bond Insurer insuring the payment when due of the principal of and interest on all or a portion of such Series 2025A Bonds, if any, subject to the terms and conditions set forth in the attached **Exhibit E**.

J. **"Series 2025A Bond Insurer"** means, if designated with respect to all or a portion of the Series 2025A Bonds issued pursuant to this Resolution, the issuer or issuers of the

Series 2025A Bond Insurance Policy, or any successor thereto or assignee thereof, as identified in the final Official Statement for the Series 2025A Bonds issued hereunder.

K. **"Series 2025A Bonds"** means the Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025A authorized pursuant to this Resolution.

L. **"Series 2025A Construction Account"** means the account or subaccounts described in Section 7.01 hereof.

M. **"Series 2025A Cost of Issuance Account"** means the account or subaccounts described in Section 7.03 hereof.

N. **"Series 2025A Rebate Account"** means the fund or accounts described in Section 6.01 hereof.

O. **"Series 2025A Reserve Facility Provider"** means, if designated with respect to the Series 2025A Bonds or additional Bonds pursuant to the terms of this Resolution, the issuer or issuers of the Series 2025A Reserve Subaccount Credit Facility.

P. **"Series 2025A Reserve Subaccount"** means the subaccounts described in Section 7.02 hereof.

Q. **"Series 2025A Reserve Subaccount Credit Facility"** means, if obtained with respect to all or a portion of the Series 2025A Bonds or additional Bonds pursuant to the terms of this Resolution, the reserve subaccount insurance policy or policies to be issued by the Series 2025A Reserve Facility Provider.

R. **"Series 2025A System Projects"** means the improvements to the Expressway System to be financed in whole or in part with proceeds of the Series 2025A Bonds, which improvements are included in the Five-Year Work Plan adopted by CFX from time to time, as the same may be amended, and may include reimbursing CFX for the costs of such improvements that were paid by CFX on an interim basis from other available funds of CFX.

ARTICLE II
FINDINGS

SECTION 2.01. Findings. CFX hereby finds, determines and declares as follows:

A. This Resolution supplements the Master Bond Resolution.

B. CFX owns, operates and derives revenues from the Expressway System and has determined to make certain improvements to the Expressway System.

C. It is necessary, desirable, convenient and in the best interest of CFX that all or a portion of the Project Costs of the Series 2025A System Projects be financed as contemplated by this Resolution. CFX is authorized to issue the Series 2025A Bonds for the valid public purposes set forth in this Resolution.

D. The Series 2025A Bonds shall not be issued unless the requirements of the Master Bond Resolution for the issuance thereof as "Bonds" are satisfied on or prior to the issuance thereof. Upon the issuance thereof, the Series 2025A Bonds shall constitute Bonds under the Master Bond Resolution entitled to all the security and benefits thereof.

E. Because of the characteristics of the Series 2025A Bonds and the current and potential volatility of the market for municipal obligations such as the Series 2025A Bonds, it is in the best interest of CFX, upon the satisfaction of the terms and conditions set forth herein, to sell the Series 2025A Bonds by delegated, negotiated sale, allowing CFX flexibility as to when to enter the market (rather than at a specified advertised date), and greater flexibility to modify the terms of the sale in response to market conditions thereby permitting CFX to obtain optimal terms, conditions, price and interest rate for the Series 2025A Bonds.

F. CFX anticipates receiving a favorable offer to purchase the Series 2025A Bonds from the Purchaser pursuant to the terms of the Bond Purchase Agreement, the form of which is attached hereto as **Exhibit "A"** and within the parameters set forth herein.

G. Prior to the sale of the Series 2025A Bonds, the Purchaser will provide CFX with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and the Bond Purchase Agreement will include a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes.

ARTICLE III
CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2025A Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between CFX and the registered Bondholders of the Series 2025A Bonds. The covenants and agreements set forth herein and in the Master Bond Resolution to be performed by CFX shall be for the equal benefit, protection and security of the registered Bondholders of the Series 2025A Bonds, and the Series 2025A Bonds shall be of equal rank with the Outstanding Bonds, or any Parity Bonds hereafter issued and Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Bond Resolution shall be fully applicable to the Series 2025A Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV
AUTHORIZATION AND ISSUANCE OF SERIES 2025 BONDS

SECTION 4.01. Authorization of Issuance and General Description of Series 2025A Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, Series 2025A Bonds to be known as the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025" are hereby authorized to be issued in the aggregate principal amount of not to exceed $350,000,000 or such lesser amounts as may be approved by the

Chairman or Vice-Chairman of CFX, the proceeds of which shall be used to: (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the Series 2025A System Projects, (b) deposit funds into, or pay the premium on a Series 2025A Reserve Subaccount Credit Facility to be deposited into, the Series 2025A Reserve Subaccount established pursuant to this Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025A Bonds, including without limitation, the premium on the Series 2025A Bond Insurance Policy, if any, with respect to all or a portion of the Series 2025A Bonds. The final Maturity Date of the Series 2025A Bonds shall not be later than July 1, 2055.

B. The Series 2025A Bonds shall be issued as fixed rate Bonds and may be issued as serial bonds and/or Term Bonds (or any combination thereof) and may be issued in one or more Series or subseries, as shall be determined by the Chairman, Vice-Chairman or Authorized Officer based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective and/or beneficial to CFX given the then current market conditions for the issuance of the Series 2025A Bonds. The title and series designation of the Series 2025A Bonds may be modified by the Chairman, Vice-Chairman or Authorized Officer of CFX to accurately reflect the structure and specific terms of the Series 2025A Bonds to be issued, as provided in the Bond Purchase Agreement and the Official Statement related to the Series 2025A Bonds. Such changes in the designation, terms and provisions of the Series 2025A Bonds as authorized herein shall be evidenced by CFX's execution and delivery of the Bond Purchase Agreement authorized pursuant to this Resolution.

C. CFX hereby delegates to the Chairman, Vice-Chairman or an Authorized Officer the authority to make the foregoing determinations, provided that each of the parameters set forth in this Resolution are satisfied to the extent that such parameters apply to the Series 2025A Bonds to be issued. The Chairman, Vice-Chairman or an Authorized Officer may rely on the certification of the Financial Advisor regarding compliance with the above-referenced parameters.

D. Notwithstanding anything contained herein to the contrary, each Series of Bonds hereunder shall not be issued until CFX has complied with the requirements for the issuance thereof as Bonds under the Master Bond Resolution, and any requirements or delegation parameters set forth herein. The Chairman, Vice Chairman or Authorized Officer of CFX may conclusively rely upon the opinion of its counsel as to any such legal requirements, and a certification of its Financial Advisor in determining whether any financial delegation parameters set forth herein are satisfied.

E. In connection with the issuance of the Series 2025A Bonds, all or a portion of such Series 2025A Bonds issued hereunder may be secured by a Series 2025A Bond Insurance Policy issued by the Series 2025A Bond Insurer, and the Debt Service Reserve Requirement for the Series 2025A Bonds may be satisfied by deposit into the Series 2025A Reserve Subaccount or Debt Service Reserve Account referenced in Section 7.02 hereof of funds (including without limitation, proceeds of the Series 2025A Bonds) and/or the Series 2025A Reserve Subaccount Credit Facility issued by the Series 2025A Reserve Facility Provider in an amount equal to the Debt Service Reserve Requirement for the Series 2025A Bonds. The decision whether to obtain a Series 2025A Bond Insurance Policy for all or a portion of the Series 2025A Bonds shall be made by the Chairman, Vice Chairman or Authorized Officer based upon the advice of the

Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective and/or beneficial to CFX given the then current market conditions for the sale and issuance of the Series 2025A Bonds.

F. The Series 2025A Bonds shall be dated the date of their original issuance and delivery, and shall mature on or before the Maturity Date, subject to prior redemption as provided in Sections 4.10 and 4.11 hereof.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2025A Bonds shall be issued solely in the form of fully registered bonds in the denomination of $5,000 and integral multiples thereof. The Series 2025A Bonds shall be numbered consecutively from 1 upward and the letter of the series designation prefixed to the number. The Series 2025A Bonds may be issued in one or more subseries bearing different CUSIP numbers and may bear such additional designations, if any, as may be set forth in the Bond Purchase Agreement and the Official Statement.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal of, and premium, if any, or interest on the Series 2025A Bonds shall be payable upon presentation and surrender at the corporate trust operations office in St. Paul. Minnesota of Computershare Trust Company, National Association or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2025A Bonds. The principal and redemption price of each Series 2025A Bond shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Bond Resolution. Interest on the Series 2025A Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Bondholders of the Series 2025A Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2025A Bonds subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Bondholders in whose names such Series 2025A Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Bondholders of such Series 2025A Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Bondholders in whose names the Series 2025A Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, premium, if any, or interest on the Series 2025A Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Bondholder of $1,000,000 or more in principal amount of

Series 2025A Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2025A Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Trustee or Paying Agent with the presentation or surrender of the Series 2025A Bonds to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date, specifying the account number, address and other relevant information as may be reasonably required by the Trustee or Paying Agent. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Each payment of interest, principal and premium, whether by check or by wire transfer shall include or be accompanied with a statement of the CUSIP number and amount of the payment pertaining to each CUSIP number (if more than one CUSIP number).

SECTION 4.04. Registration and Exchange.

A. The registration of any Series 2025A Bond may be transferred upon the registration books as provided in the Master Bond Resolution. So long as the Series 2025A Bonds are issued solely in fully registered form and notwithstanding anything contained in the Master Bond Resolution to the contrary, the provisions of the Master Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds shall not be applicable to the Series 2025A Bonds. In all cases of a transfer of a Series 2025A Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2025A Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. CFX and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2025A Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by CFX) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2025A Bond shall be delivered.

B. CFX and the Trustee, Paying Agent and Registrar may deem and treat the registered Bondholder of any Series 2025A Bond as the absolute Bondholder of such Series 2025A Bond for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Subject to the provisions of Section 4.04A. hereof, a Series 2025A Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2025A Bonds, of other authorized denominations of the same maturity.

SECTION 4.05. Terms of Series 2025A Bonds. The Series 2025A Bonds shall be dated the date of delivery thereof, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2026 (or such other date as the Finance Committee or an Authorized Officer shall approve), at the rates and shall mature and be subject to optional and mandatory redemption substantially in accordance with the maturity and redemption schedules and terms, all as set forth or incorporated by reference in the Bond Purchase Agreement, as such interest payment dates, rates, maturity schedules and redemption schedules and terms may be approved by the Chairman, Vice-

Chairman, or an Authorized Officer based upon the advice of the Financial Advisor, provided that the requirements set forth in Section 4.01 hereof have been satisfied.

SECTION 4.06. Source of Payment. The Series 2025A Bonds shall be "Bonds" as such term is used in the Master Bond Resolution. The scheduled payment of principal of, interest on and redemption premium, if any, with respect to the Series 2025A Bonds and all other payments required pursuant to the terms of the Master Bond Resolution and the terms hereof will be payable solely from the System Pledged Revenues, on a parity with any Bonds issued under the Master Bond Resolution whether currently Outstanding or hereinafter issued and any Qualified Swap Payments related to such Bonds, if any.

THE PAYMENT THEREOF WILL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF CFX, BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2025 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF CFX, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2025 BONDS OR ANY PREMIUM OR INTEREST THEREON. CFX HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND CFX IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2025 BONDS EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION.

No recourse shall be had for the payment of the principal of or premium or interest on the Series 2025A Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of CFX or any person executing the Series 2025A Bonds and nothing in the Series 2025A Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of CFX, the Counties, the City or other person executing the Series 2025A Bonds.

SECTION 4.07. Application of Proceeds of Series 2025A Bonds. The proceeds of the Series 2025A Bonds shall be applied simultaneously with the delivery of such Bonds for the purposes described in this Resolution and pursuant to a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Series 2025A Bonds.

SECTION 4.08. Form of Series 2025A Bonds. Subject to the provisions of the Master Bond Resolution, the Series 2025A Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be permitted by the Master Bond Resolution and the Act, including changes as shall be necessary to reflect differences between the Series 2025A Bonds, and approved by the Chairman or Vice-Chairman of CFX, execution and delivery of the Series 2025A Bonds to be conclusive evidence of such approval.

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[Form of Bond]

No.__ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 1, 2055	November __, 2025	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Central Florida Expressway Authority ("CFX" or the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts upon presentation and surrender hereof at the corporate trust operations office in St. Paul. Minnesota of Computershare Trust Company, National Association, or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the outstanding Principal Amount hereof, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of January and the first day of July of each year, commencing on January 1, 2026. Except as otherwise provided in the Resolution (as defined below), interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of CFX maintained by the Registrar at the close of business on the fifteenth (15th) day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. Mail, postage prepaid, by the Trustee to the Registered Owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

This Bond is one of a duly authorized issue of Bonds designated "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025" (this "Bond" or the "Series 2025A Bonds") issued by CFX under authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond

Resolution of CFX adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Thirty-Second Supplemental Revenue Bond Resolution adopted by CFX on October 9, 2025 (collectively, the "Resolution"). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Resolution. As provided in the Resolution, this Bond and the interest and premium, if any, hereon are payable solely from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by CFX, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund and the applicable accounts and subaccounts established therein). Such pledge is on parity with Bonds issued from time to time under the Resolution (whether currently Outstanding or hereinafter issued) and any Qualified Swap Payments related to such Bonds. No Supplemental Payments are pledged to secure the repayment of the Series 2025A Bonds. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2025A Bonds, the custody and application of the proceeds of the Series 2025A Bonds, the rights and remedies of the registered owners of the Series 2025A Bonds and the extent of and limitations on CFX's rights, duties and obligations, the provisions permitting the issuance of additional Parity Bonds, and the provisions permitting amendments to the Resolution with and without consent of the Bondholders of the Series 2025A Bonds, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the principal office of the Registrar.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF CFX, BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2025 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, OR CFX, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF CFX, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2025 BONDS OR ANY PREMIUM OR INTEREST THEREON. CFX HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND CFX IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THIS SERIES 2025 BOND EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED

FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION.

No recourse shall be had for the payment of the principal of or premium or interest on the Series 2025A Bonds or for any claim based thereon or on the Master Bond Resolution or the Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of CFX or any person executing the Series 2025A Bonds and nothing in the Series 2025A Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of CFX, the Counties, the City or other person executing the Series 2025A Bonds.

The proceeds of the Series 2025A Bonds will be used to: (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the Series 2025A System Projects, (b) deposit funds into or pay the premium on a Series 2025A Reserve Subaccount Credit Facility to be deposited into the Series 2025A Reserve Subaccount established pursuant to the Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025A Bonds including without limitation, the premium on the Series 2025A Bond Insurance Policy, if any, with respect to all or a portion of the Series 2025A Bonds. As provided in the Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Resolution. The aggregate principal amount of Bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all Bonds issued and to be issued under the Resolution (including any Qualified Swap Payments related thereto) will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

The Series 2025A Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the following years and in the following principal amounts:

July 1,	Principal Amount
20__	$_____
20__	_____
20__	_____
20__	_____
20__*	_____

*Maturity

[Remainder of Page Intentionally Left Blank]

The Series 2025A Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the following years and in the following principal amounts:

July 1,	Principal Amount
20__	$_____
20__	_____
20__	_____
20__	_____
20__*	_____

*Maturity

The Series 2025A Bonds maturing before July 1, 20__ are not subject to optional redemption prior to maturity. The Series 2025A Bonds maturing on and after July 1, 20__ are subject to redemption prior to their maturity at the option of CFX upon published notice as hereinafter provided, as a whole or in part at anytime, on and after July 1, 20__, at the respective redemption prices (expressed as percentages of the principal amount of the Series 2025A Bonds or portions thereof to be redeemed) set forth below, together with accrued interest to the redemption date:

Period During which Redeemed (both dates inclusive)	Redemption Price

Notwithstanding anything in the Resolution to the contrary, at any time the Series 2025A Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Series 2025A Bonds to be redeemed as specified in the notice of redemption, maybe purchased by the Trustee at the direction of CFX on the date which would be the redemption date if such Series 2025A Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2025A Bonds on the redemption date for the account of and at the direction of CFX who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds. In the event the Trustee is so directed to purchase Series 2025A Bonds in lieu of redemption, no notice to the Registered Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2025A Bonds if such Series 2025A Bonds had been redeemed rather than purchased. Each Series 2025A Bond so purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2025A Bonds to be purchased hereunder which are not delivered to the

Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

If less than all of the Series 2025A Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity or a subseries thereof to be redeemed or purchased shall be selected by CFX, and in the event less than all of the Series 2025A Bonds of an entire maturity are redeemed or purchased, the Series 2025A Bonds of such maturity shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2025A Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple thereof, and that in selecting portions of such Series 2025A Bonds for redemption or purchase, the Trustee shall treat each such Series 2025A Bond as representing that number of Series 2025A Bonds of $5,000 denomination and integral multiples thereof which is obtained by dividing the principal amount of such Series 2025A Bond to be redeemed or purchased in part by $5,000.

The Series 2025A Bonds are payable upon redemption at the above-mentioned offices of the Registrar. Notice of optional redemption shall be published not less than twenty (20) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. The Series 2025A Bonds or portions thereof specified in said notice to be optionally redeemed shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2025A Bonds to be optionally redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2025A Bonds shall cease to accrue and become payable to the registered owners entitled to payment thereof. No redemption notice shall be required with respect to the Series 2025A Bonds that are subject to mandatory redemption.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day which is not a Business Day pursuant to the Resolution, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Bond is transferable, as provided in the Resolution, only upon the books of CFX kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed, provided that neither CFX nor the Registrar is required to exchange or transfer this Bond for a period of twenty (20) days next preceding any selection of Series 2025A Bonds to be redeemed and thereafter until after the first publication or mailing of any notice of redemption, and, in addition, for a period of twenty (20) days preceding an interest payment date. CFX, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment

of, or on account of, the principal or redemption price hereof and the interest due hereon and for all other purposes. The Series 2025A Bonds are issuable in the form of fully registered bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000.

By purchasing and accepting delivery of the Series 2025A Bonds, the Bondholders of the Series 2025A Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. CFX shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Series 2025A Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice-Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary, Assistant Secretary or Executive Assistant.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

(SEAL)

By: _____
its_____

ATTEST:

By:_____
Its_____

REGISTRAR'S CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: [November __, 2025].

[BOND INSURANCE

[_____, has delivered its _____ insurance policy (the "Policy" with respect to the scheduled payments of principal of and interest on this Bond to Computershare Trust Company, National Association, as paying agent on behalf of the holders of the Bonds (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR OTHER IDENTIFY NUMBER OF ASSIGNEE AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

_____the within Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

_____ attorney to transfer the said Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

[End of Bond Form]

SECTION 4.09. Book-Entry Only System.

A. The Series 2025A Bonds when initially issued shall be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of the Depository Trust Company ("DTC"), as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Series 2025A Bonds. DTC is hereby appointed initial securities depository for the Series 2025A Bonds, subject to the provisions of subsection (B) of this Section. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025A Bonds, individual purchases of beneficial ownership interests in such Series 2025A Bonds may be made only in book form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2025A Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025A Bonds, payments of principal and the redemption price of and premium (if any) and interest on such Series 2025A Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC's rules and procedures as may be agreed upon by CFX, the Paying Agent and DTC. Transfers of principal, redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2025A Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2025A Bonds, CFX shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Series 2025A Bonds and any other notice required to be given to Bondholders of Series 2025A Bonds pursuant to the Resolution, as supplemented herein, in the manner and at the times prescribed by the Resolution, as supplemented herein, or otherwise pursuant to DTC's rules and procedures or as may be agreed upon by CFX, the Paying Agent (if applicable) and DTC.

Neither CFX nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption price of or interest on Series 2025A Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution, as supplemented herein to be given to Bondholders of Series 2025A Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2025A Bonds; or (vi) any action taken by DTC or its nominee as the Bondholder of the Series 2025A Bonds.

Notwithstanding any other provisions of the Master Bond Resolution to the contrary, CFX, the Paying Agent and each other fiduciary shall be entitled to treat and consider the Bondholder in whose name each Series 2025A Bond is registered in the registration books of as the absolute Bondholder of such Series 2025A Bond for the purpose of payment of the principal

of or the redemption price of and premium (if any) and interest on such Series 2025A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2025A Bond, for the purpose of registering transfers with respect to such Series 2025A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and the redemption price of and premium (if any) and interest on the Series 2025A Bonds only to or upon the order of the respective Bondholders, as shown on the registration books as provided in the Master Bond Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge CFX's obligations with respect to payment of principal or the redemption price of and premium (if any) and interest on the Series 2025A Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Bond Resolution, as supplemented by this Resolution, so long as any Series 2025A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption price of and interest on such Series 2025A Bond and all notices with respect to such Series 2025A Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or CFX, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by CFX in connection with the appointment by CFX of a substitute securities depository, or in the event of a successor to any securities depository.

B. CFX shall issue Series 2025A Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2025A Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Series 2025A Bonds, at any time by giving notice to CFX, and CFX fails to appoint another qualified securities depository to replace DTC. In addition, CFX shall issue Replacement Bonds directly to the beneficial owners of the Series 2025A Bonds, or their nominees, in the event CFX discontinues use of DTC as securities depository at any time upon determination by CFX, in its sole discretion and without the consent of any other person, that beneficial owners of the Series 2025A Bonds shall be able to obtain certificated Series 2025A Bonds.

C. In connection with any notice of redemption provided in accordance with the Master Bond Resolution, as supplemented by this Resolution, notice of such redemption shall also be sent by the Paying Agent by first class mail, overnight delivery service or other secure overnight means, postage prepaid, to any Rating Agency then maintaining a rating with respect to the Series 2025A Bonds and to the Repository in accordance with applicable rules and regulations then in effect, in each case not later than the mailing of notice required herein.

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SECTION 4.10. Redemption Prices and Terms: Purchase in Lieu of Redemption.

A. Optional Redemption. The Series 2025A Bonds shall be subject to such optional redemption provisions as shall be subsequently provided in the final Official Statement approved by the Chairman or the Vice-Chairman pursuant to the authority provided herein.

B. Mandatory Redemption. The Series 2025A Bonds shall also be subject to mandatory redemption to satisfy sinking fund installments as shall be provided in the final Official Statement approved by the Chairman or Vice-Chairman pursuant to the authority and guidelines described herein.

C. Purchase in Lieu of Optional Redemption. Notwithstanding anything in this Resolution to the contrary, at any time the Series 2025A Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Series 2025A Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of CFX on the date which would be the redemption date if such Series 2025A Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2025A Bonds on the redemption date for the account of and at the direction of CFX who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2025A Bonds. In the event the Trustee is so directed to purchase Series 2025A Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2025A Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2025A Bonds if such Series 2025A Bonds had been redeemed rather than purchased. Each Series 2025A Bond so purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2025A Bonds to be purchased under this Section 4.10.C. which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

D. Selection of Bonds to be Redeemed or Purchased. If less than all of the Series 2025A Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased shall be selected by CFX, and in the event less than all of the Series 2025A Bonds of an entire maturity are redeemed or purchased, the Series 2025A Bonds of such maturity shall be selected by CFX; provided, however, that the portion of any Series 2025A Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2025A Bonds for redemption or purchase, the Trustee shall treat each such Series 2025A Bond as representing that number of Series 2025A Bonds of $5,000 denomination and integral multiples thereof which is obtained by dividing the principal amount of such Series 2025A Bond to be redeemed or purchased in part by $5,000.

SECTION 4.11. Redemption Provisions. The redemption of the Series 2025A Bonds shall be subject to the requirements of the Master Bond Resolution, provided however, that: (a)

the provisions of Section 3.2 of the Master Resolution regarding notice of redemption is required solely with respect to the exercise by CFX of its right to optionally redeem the Series 2025A Bonds, and (b) the thirty (30) day notice period set forth in Section 3.2 of the Master Bond Resolution for the notice of optional redemption of the Series 2025A Bonds is hereby changed to twenty (20) days with respect to the Series 2025A Bonds.

So long as DTC is effecting book-entry transfers of the Series 2025A Bonds, the Paying Agent shall provide the redemption notices referenced in this Section 4.11 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2025A Bond to notify the beneficial owner of the Series 2025A Bond so affected, shall not affect the validity of the redemption of such Series 2025A Bond.

Any notice of optional redemption given pursuant to this Section 4.11 shall state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of Series 2025A Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

ARTICLE V
SALE OF BONDS

SECTION 5.01 Approval of Bond Purchase Agreement. The offer in the form of the Bond Purchase Agreement presented by the Purchaser and attached hereto as **Exhibit A** is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the Chairman, the Vice-Chairman or an Authorized Officer in a manner consistent with the terms of this Resolution, execution and delivery of the Bond Purchase Agreement to be conclusive evidence of such approval. Upon receipt of a disclosure statement from the Purchaser and a financial analysis from the Purchaser and the Financial Advisor evidencing that the requirements set forth in Section 4.01 hereof are met, an Authorized Officer is hereby authorized to accept the offer of the Purchaser to purchase the Series 2025A Bonds in an aggregate principal amount of not to exceed the amount specified in Section 4.01.A. hereof and at a purchase price reflecting an underwriter's discount of not greater than 0.50% of the par amount of the Series 2025A Bonds, reduced by any original issue discount and increased by any premium reflected in the original offering price to the public of such current interest paying bonds, if any, thereon, plus accrued interest thereon to the date of delivery, upon the terms and conditions set forth in the Bond Purchase Agreement. The final Maturity Date of the Series 2025A Bonds shall not be later than July 1, 2055. The Chairman or Vice-Chairman or Authorized Officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of CFX pursuant to the terms hereof. The Chairman or Vice-Chairman or Authorized Officer is hereby authorized to designate and negotiate with another

member of CFX's underwriting team to serve as Purchaser of the Series 2025A Bonds, subject to the terms and conditions of this Resolution and the Bond Purchase Agreement.

SECTION 5.02. Official Statement. CFX hereby approves the form and content of the draft Preliminary Official Statement with respect to the Series 2025A Bonds attached hereto as **Exhibit B**. The Chairman or Vice-Chairman of CFX is hereby authorized to approve the form of a Preliminary Official Statement, including for purposes of making findings required for purposes of Rule 15c2-12, together with such changes, insertions, omissions and filling of blanks therein as the Chairman, Vice-Chairman, or an Authorized Officer in his or her discretion, may approve, including such changes as may be necessary to make appropriate disclosure of CFX's financial and operational results, and otherwise in substantially the form attached hereto, execution of a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 to be conclusive evidence of such approval, and to authorize the distribution of such Preliminary Official Statement by the Purchaser in connection with the initial marketing of the Series 2025A Bonds. The Chairman, Vice-Chairman or an Authorized Officer is hereby authorized to approve and execute, on behalf of CFX, a final Official Statement with respect to the Series 2025A Bonds, with such changes, supplements, modifications, insertions and deletions from the Preliminary Official Statement as the Chairman, Vice-Chairman, or an Authorized Officer in his or her sole discretion, shall approve, such execution to be conclusive evidence of such approval. Upon the successful execution and delivery of the Bond Purchase Agreement with respect to the Series 2025A Bonds, CFX hereby consents to the use of the final Official Statement by the Purchaser.

SECTION 5.03. Continuing Disclosure Agreement. For purposes of enabling the Purchaser to comply with the requirements of Rule 15c2-12, the form of the Continuing Disclosure Agreement attached hereto as **Exhibit C** is hereby approved in a manner consistent with the terms of this Resolution, subject to such changes, insertions, omissions and filling of blanks therein as may be approved and made in such form by the officer of CFX executing the same, execution and delivery thereof to be conclusive evidence of such approval. The Chairman, Vice-Chairman or Authorized Officer of CFX is hereby authorized to execute and deliver the Continuing Disclosure Agreement on behalf of CFX in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

SECTION 5.04. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement attached hereto as **Exhibit D** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of CFX executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice-Chairman or Authorized Officer is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of CFX in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Computershare Trust Company, National Association is hereby designated as the initial Trustee, Paying Agent and Registrar under the Trustee, Paying Agent and Registrar Agreement and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2025A Bonds as

provided in the Trustee, Paying Agent and Registrar Agreement**.** To the extent that a Series 2025A Bond Insurance Policy is obtained with respect to all or a portion of the Series 2025A Bonds, the Paying Agent shall transfer the Series 2025A Bond Insurance Policy for such Series 2025A Bonds and the Series 2025A Reserve Subaccount Credit Facility, if any, to any successor Paying Agent. The Paying Agent shall not have a lien on any proceeds received from (i) the Series 2025A Bond Insurance Policy, if any, or (ii) the Series 2025A Reserve Subaccount Credit Facility, if any.

SECTION 5.05. Series 2025A Bond Insurance Policy; Series 2025A Reserve Subaccount Credit Facility. To the extent obtained by CFX with respect to the Series 2025A Bonds, CFX hereby designates the Series 2025A Bond Insurance Policy, if any, as a "Bond Credit Facility" for the Series 2025A Bonds, approves the selection of the Series 2025A Bond Insurer as the provider of the Series 2025A Bond Insurance Policy, authorizes the delivery by the Series 2025A Bond Insurer of a Series 2025A Bond Insurance Policy with respect to the issuance of the Series 2025A Bonds, and the payment of the premium associated with such Series 2025A Bond Insurance Policy. The determination of whether to obtain a Series 2025A Bond Insurance Policy for all or a portion of the Series 2025A Bonds shall be made by the Chairman, Vice Chairman or Authorized Officer, based upon the advice of the Financial Advisor.

To the extent obtained by CFX with respect to the Series 2025A Bonds, CFX hereby further authorizes the selection of the Series 2025A Reserve Facility Provider as the provider of the Series 2025A Reserve Subaccount Credit Facility, authorizes the delivery by the Series 2025A Reserve Facility Provider of the Series 2025A Reserve Subaccount Credit Facility, and the payment of the premium associated with the Series 2025A Reserve Subaccount Credit Facility. The determination of whether to obtain the Series 2025A Reserve Subaccount Credit Facility for all or a portion of the Series 2025A Bonds shall be made by the Chairman, the Vice-Chairman or an Authorized Officer of CFX based upon the advice of the Financial Advisor.

The Chairman, Vice-Chairman or Authorized Officer of CFX is hereby authorized to execute on behalf of CFX any and all documents, instruments, certificates and agreements in connection with the purchase and delivery of the Series 2025A Bond Insurance Policy and the Series 2025A Reserve Subaccount Credit Facility, if any, with such changes, insertions and omissions and filling of blanks therein as may be approved and made to such documents, instruments, certificates and agreements by the Chairman, Vice-Chairman or Authorized Officer of CFX executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. In each instance above, the advice of the Financial Advisor shall be based upon the requirements of Section 4.01 E hereof.

ARTICLE VI
TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The Series 2025A Rebate Account. There is hereby created and established an account under the Rebate Fund to be known as the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025A Rebate Account" (hereinafter referred to as the "Series 2025A Rebate Account"). The Series 2025A Rebate Account shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of CFX and used for the purpose and in the manner provided in this Section and shall be and constitute a trust fund

for such purposes. The Bonds, including any Additional Bonds or Refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the Series 2025A Rebate Account and the moneys in the Series 2025A Rebate Account shall be available for use only as herein provided. CFX shall use moneys deposited in the Series 2025A Rebate Account only for the payment of the Rebate Amount with respect to the Series 2025A Bonds to the United States. Funds on deposit in the Series 2025A Rebate Account in excess of the Rebate Amount, however, may be withdrawn and paid over to CFX. In complying with the foregoing, CFX may rely upon Bond Counsel's Opinion with respect thereto.

If any amount shall remain in the Series 2025A Rebate Account after payment in full of all Series 2025A Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to CFX for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Bond Resolution, including in particular Section 5.1 of the Master Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2025A Bonds.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Bond Resolution, CFX hereby covenants and agrees, for the benefit of the Bondholders from time to time of the Series 2025A Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel's Opinion, are necessary to preserve the exclusion of interest on the Series 2025A Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Bondholders upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds.

ARTICLE VII
ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. Series 2025A Construction Account. CFX hereby establishes the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025A Construction Account" (the "Series 2025A Construction Account") as a separate account within the Construction Fund established pursuant to the Master Bond Resolution. The Series 2025A Construction Account shall be used only for payment of the Project Costs associated with the Series 2025A System Projects. Moneys in the Series 2025A Construction Account, until applied in payment of any item of such Project Costs in the manner hereinafter provided, shall be held in

trust by CFX and shall be subject to a lien and charge in favor of the Bondholders and for the further security of such Bondholders.

There shall be paid into the Series 2025A Construction Account the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the Series 2025A Construction Account, at the option of CFX, any moneys received by CFX from any other source for or in connection with any 2025A System Project.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a 2025A System Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the Series 2025A Construction Account.

CFX covenants that the acquisition and construction of each 2025A System Project will be completed with diligence and in accordance with sound engineering practices. CFX shall make disbursements or payments from the Series 2025A Construction Account to pay the Project Costs of the Series 2025A System Projects upon the filing with the Secretary of CFX of a written requisition from CFX's Consulting Engineers, and documents and/or certificates signed by an Authorized Officer stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the person or entity to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Project Costs of the Series 2025A System Projects and is a proper charge against the account of the Series 2025A Construction Account from which payment is to be made and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by CFX, is a reimbursement of a part of the Project Costs of the Series 2025A System Projects, is a proper charge against the account of the Series 2025A Construction Account from which payment is to be made, has not been theretofore reimbursed to CFX or otherwise been the basis of any previous disbursement or payment and CFX is entitled to reimbursement thereof. CFX shall retain all such documents and/or certificates of the Authorized Officers for six (6) years from the dates of such documents and/or certificates. CFX shall make available the documents and/or certificates at all reasonable times for inspection by any Bondholder or the agent or representative of any Bondholder.

Notwithstanding any of the other provisions of this Resolution, to the extent that other moneys are not available therefor, amounts in the Series 2025A Construction Account shall be applied to the payment of principal of or redemption price, if applicable, and interest on Series 2025A Bonds when due.

The date of completion of any 2025A System Project shall be determined by the Authorized Officer who, in reliance on its Independent Consultant, shall certify such fact in writing to the Board. Promptly after the date of the completion of all Series 2025A System Projects, and after paying or making provisions for the payment of all unpaid items of the Project Cost, CFX shall apply any balance of moneys remaining in the Series 2025A Construction Account: (i) for any capital improvement related to the Series 2025A System Projects which, in the opinion of Bond Counsel, is permitted by the Act and shall not adversely affect the tax-

exempt status of interest on the Series 2025A Bonds, (ii) for payment to the federal government of any arbitrage rebate payment required by the Code, or (iii) as otherwise provided in accordance with the terms of the Master Bond Resolution.

SECTION 7.02. Series 2025A Reserve Subaccount. In order to satisfy the Debt Service Reserve Requirement with respect to the Series 2025A Bonds, CFX is hereby authorized to: (a) establish with the Trustee the "Central Florida Expressway Authority Series 2025A Bonds Debt Service Reserve Subaccount" (the "Series 2025A Reserve Subaccount") as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution, or (b) utilize the Debt Service Reserve Account (or a separate subaccount established therein) as part of a common reserve account for the Series 2025A Bonds and one or more currently Outstanding or subsequently issued Series of Bonds. Such determination may be made by the Chairman, Vice-Chairman or Authorized Officer and may be made through written direction to the Trustee. In making such determination, CFX may rely on the advice of the Financial Advisor. To the extent it is determined to establish the Series 2025A Reserve Subaccount, amounts deposited in the Series 2025A Reserve Subaccount shall be pledged solely to secure the repayment of the Series 2025A Bonds, and Bondholders of the Series 2025A Bonds shall not be secured by any other money on deposit in the Debt Service Reserve Account. The Debt Service Reserve Requirement for the Series 2025A Bonds may be satisfied by deposit into the Series 2025A Reserve Subaccount or Debt Service Reserve Account (or subaccount therein) of available funds of CFX (including without limitation, proceeds of the Series 2025A Bonds) and/or the Series 2025A Reserve Subaccount Credit Facility issued by the Series 2025A Reserve Facility Provider. Deposits into and application of amounts in the Series 2025A Reserve Subaccount or Debt Service Reserve Account (or subaccount therein) shall be in accordance with the Master Bond Resolution unless otherwise provided herein.

SECTION 7.03. 2025A Cost of Issuance Account. CFX hereby establishes with the Trustee for the Series 2025A Bonds the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025A Cost of Issuance Account" (the "Series 2025A Cost of Issuance Account") as a separate account under the Master Bond Resolution. References herein to the Series 2025A Cost of Issuance Account shall be deemed to include such subaccounts. Proceeds of the Series 2025A Bonds, and any other monies of CFX, if any, deposited in the 2025A Cost of Issuance Account shall be used only for the payment of cost of issuance associated with the issuance of the Series 2025A Bonds, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien on charge in favor of the Bondholders and for the further security of such Bondholders. Any funds remaining on deposit in the 2025A Cost of Issuance Account after the payment of all costs of issuance of the Series 2025A Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2025A Bonds.

SECTION 7.04. Additional Funds, Accounts and Subaccounts. CFX may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2025A Bonds, as CFX may reasonably determine are necessary or desirable, and may provide a pledge of such funds, accounts or subaccounts to the payment of the Series 2025A Bonds apart from the pledge provided herein and in the Master Bond Resolution.

ARTICLE VIII
SERIES 2025 BOND INSURER PROVISIONS

To the extent that it is determined pursuant to Section 5.05 hereof to obtain a Series 2025A Bond Insurance Policy with respect to all or a portion of the Series 2025A Bonds, the provisions set forth in **Exhibit E** attached hereto shall apply to such Series 2025A Bonds for so long as such policy remains in effect with respect to such Series 2025A Bonds. The provisions set forth in **Exhibit E** that are required to be set forth in this Resolution as a condition to the issuance of such Series 2025A Bond Insurance Policy by the Series 2025A Bond Insurer are hereby incorporated into the body of this Resolution as if set forth herein. If it is determined by CFX not to obtain a Series 2025A Bond Insurance Policy with respect to all or a portion of the Series 2025A Bonds, then the provisions set forth in **Exhibit E** attached hereto shall not apply to such Series 2025A Bonds or this Resolution, shall not be deemed to be incorporated into the body of this Resolution and shall have no further force or effect hereunder.

ARTICLE IX
TRUSTEE PROVISIONS

SECTION 9.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its willful misconduct or negligence.

SECTION 9.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of CFX to perform any act required by this Resolution or the Master Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Bond Resolution except for its own willful misconduct or negligence.

SECTION 9.03. Compensation. CFX shall, out of System Pledged Revenues, pay to the Trustee such reasonable compensation as shall be agreed upon between CFX and the Trustee.

SECTION 9.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 9.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Bond Resolution by notice, in writing, to be given to CFX not less than ninety (90) days before such resignation is to take effect, but

such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 9.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 9.06. Removal. The Trustee may be removed at any time by CFX.

SECTION 9.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, CFX shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least $50,000,000 unless the bond insurer otherwise approves. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to CFX, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of CFX, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 9.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from CFX be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by CFX.

SECTION 9.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE X
MISCELLANEOUS

SECTION 10.01. Authorizations; Defeasance of Bonds. The Chairman of CFX is hereby authorized to countersign the Series 2025A Bonds by his manual or facsimile signature in the manner provided herein. The Chairman, Vice-Chairman, Secretary, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director and the Chief Financial Officer of CFX are hereby designated as the primary officers of CFX charged with the responsibility of issuing the Series 2025A Bonds. In the absence or unavailability of the Chairman, the Vice-Chairman is hereby authorized to act in his place.

In addition, such officers are hereby separately authorized to undertake the escrow defeasance of all or a portion of certain maturities of CFX's Series 2016A Bonds, Series 2016B Bonds, Series 2017 Bonds, Series 2018 Bonds, Series 2021 Bonds or any other Outstanding Series of Bonds determined by the Chairman, Vice-Chairman or Authorized Officer, based on the advice of its Financial Advisor, from legally available funds of CFX, and in connection therewith, are hereby authorized to execute and deliver such documents, certificates, notices and agreements, including, without limitation, one or more escrow deposit agreements (provided, that such agreements shall be in substantially the same form as previous escrow deposit agreements entered into by CFX for such purposes), retain and compensate such professionals (including without limitation, the Financial Advisor, Bond Counsel, escrow agent and verification agent) and obtain such reports, analysis and opinions as shall be necessary in connection with such defeasance. In undertaking such defeasance, such officers may rely upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective and/or beneficial to CFX given the then current market conditions for the defeasance of such Series 2016A Bonds, Series 2016B Bonds, Series 2017 Bonds, Series 2018 Bonds, Series 2021 Bonds or other Series of Outstanding Bonds subject to such defeasance.

SECTION 10.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than CFX, the Trustee, the Paying Agent, and the registered owners of the Series 2025A Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of CFX shall be for the sole and exclusive benefit of CFX, the Trustee, the Paying Agent and the registered owners of the Series 2025A Bonds.

SECTION 10.03. Controlling Law; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of CFX contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of CFX to the full extent authorized by

the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of CFX in his or her individual capacity, and neither the members of the Governing Body of CFX nor any official executing the Series 2025A Bonds shall be liable personally on the Series 2025A Bonds or under this Supplemental Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2025A Bonds or the execution thereof by CFX or such officers thereof.

SECTION 10.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2025A Bonds, the Bondholders of the Series 2025A Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. CFX shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 10.05. Effective Date. This Resolution shall become effective upon approval.

This Resolution was approved and adopted by the Expressway Authority on October 9, 2025.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Christopher Maier, Chairman

ATTEST:

By: _____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

Based upon review by CFX Counsel, this Resolution, including without limitation, the Form of Bond set forth herein, is approved as to form and legal sufficiency for the sole use and reliance of CFX and its Board.

Signed:

_____
CFX Counsel

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

[$_____]
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025A

BOND PURCHASE AGREEMENT

[November 4, 2025]

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

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., acting on behalf of itself and as representative (the "Representative") of the other underwriters listed on Exhibit B attached hereto (collectively, including the Representative, the "Underwriters"), offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the Central Florida Expressway Authority ("CFX") for the purchase by the Underwriters and the sale by CFX of the hereinafter described Series 2025A Bonds (as defined herein).

The offer made herein by the Underwriters is subject to acceptance thereof by CFX at or prior to 6:00 p.m., prevailing time in Orlando, Florida, on the date hereof and, upon such acceptance, evidenced by the signature of a duly Authorized Officer (as defined in the hereinafter defined Bond Resolution) in the space provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon CFX and the Underwriters.

1. Upon the terms and conditions negotiated between the Representative and CFX and in reliance upon the respective representations, warranties, covenants and agreements, all as set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from CFX and CFX hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of **[$_____]** in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2025A (the "Series 2025A Bonds") for a purchase price of **[$_____]** (the "Series 2025A Purchase Price"), which represents the par amount of the Series 2025A Bonds of **[$_____]**, **[plus/minus]** a **[net] [bond premium][original issue discount]** of **[$_____]**, minus an Underwriters' discount of **[$_____]**); which Series 2025A Purchase Price shall be payable to CFX on the Closing Date (as defined herein) as provided in Section 6 below. The date for delivery of and payment for the Series 2025A Bonds is expected to be **[November 20, 2025]**, and is referred to herein as the "Closing Date." The Series 2025A Bonds shall be dated as of the Closing Date, shall mature on such dates and in such principal amounts and pay interest at such rates as described in Exhibit G attached hereto. Interest shall be payable semi-annually on each January 1 and July 1, commencing January 1, 2026. The Series 2025A Bonds shall be subject to redemption as described in Exhibit F attached hereto.

Prior to the date hereof, CFX has provided to the Underwriters the Preliminary Official Statement relating to the Series 2025A Bonds dated **[October 27, 2025]**, including the cover page, inside cover page, appendices and any addendum thereto (the "Preliminary Official Statement"). The Preliminary Official Statement as amended to delete the preliminary language, to reflect the date and the terms of this Bond Purchase Agreement and to reflect the maturities, principal amounts, interest rates, and redemption provisions of the Series 2025A Bonds and with such additional changes and amendments as shall be approved by CFX and the Underwriters is hereinafter referred to as the "Official Statement."

The Series 2025A Bonds shall be as described in, and will be issued pursuant to (a) the Central Florida Expressway Authority Act, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (the "Act"), and (b) that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented and amended from time to time, and as particularly supplemented by the **[Thirty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2025 adopted by CFX on October 9, 2025]** (the "Thirty-Second Supplemental Resolution," and together with the Master Bond Resolution, the "Bond Resolution"). Capitalized terms used herein and not otherwise expressly defined herein shall have the meanings assigned thereto in the Bond Resolution or the Official Statement, as applicable.

The Series 2025A Bonds are being issued by CFX to provide funds to (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2025 System Projects, (b) deposit funds into, or pay the premium on a Series 2025 Reserve Subaccount Credit Facility to be deposited into, the Series 2025 Reserve Subaccount established pursuant to the Thirty-Second Supplemental Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025A Bonds**[, including without limitation, the premium on a 2025A Bond Insurance Policy with respect to a portion of the Series 2025A Bonds (the "Insured Series 2025A Bonds")].**

The Series 2025A Bonds and all obligations under the Bond Resolution are limited obligations of CFX payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments or Series Payments hereafter pledged to the payment of the Series 2025A Bonds and earnings and funds held in certain funds and accounts, as respectively provided in the Bond Resolution. The Series 2025A Bonds will be secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Agreements related to such Bonds.

The terms of the Disclosure Statement of the Underwriters required by Section 218.385(6), Florida Statutes, including a Truth-in-Bonding Statement, are provided in Exhibit A attached hereto.

The Representative, on behalf of the Underwriters, has wired to CFX the amount of **[$_____]** which is one percent (1%) of the preliminary par amount of the Series 2025A Bonds shown on the cover of the Preliminary Official Statement (the "Good Faith Wire") as security for the performance by the Underwriters of their obligation to accept and purchase the

Series 2025A Bonds on the Closing Date subject to the terms of this Bond Purchase Agreement. The Good Faith Wire shall be held uninvested by CFX unless CFX is entitled to retain the same in accordance with the terms hereof. If the offer made hereby is accepted, then the Good Faith Wire shall be held uninvested by CFX and, subject, however, to the terms set forth below, shall be netted out of the Series 2025A Purchase Price by the Representative at the Closing (as defined herein). If CFX does not accept this offer, then the Good Faith Wire shall be immediately returned by CFX to the Representative and this Bond Purchase Agreement shall become null and void, and of no force or effect without any other action by the parties hereto.

In the event the Underwriters fail to purchase the Series 2025A Bonds at the Closing, unless such failure is permitted as provided in Sections 7 and 8 hereof, or if this Bond Purchase Agreement has been terminated by the Underwriters other than as permitted by Section 8 hereof, CFX shall retain the Good Faith Wire as full compensation for such failure or non-permitted termination as and for full liquidated damages, and not as a penalty, for such failure or non-permitted termination and for any default under this Bond Purchase Agreement on the part of the Underwriters and such retention shall constitute a full release and discharge of all claims by CFX and the Underwriters arising out of the transactions contemplated hereby. In such event and except for those expenses set forth in Section 11 hereof, no party hereto shall have any further rights against any other party hereunder.

In the event CFX fails to deliver the Series 2025A Bonds at Closing or if CFX shall be unable to satisfy the conditions precedent to the obligations of the Underwriters contained herein (unless such conditions precedent are waived in writing by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, CFX shall immediately return the Good Faith Wire to the Representative, without interest. Such return of the Good Faith Wire shall constitute a full release and discharge of all claims by the Underwriters against CFX arising out of the transactions contemplated hereby. In such event and except for those expenses set forth in Section 11 hereof, no party hereto shall have any further rights against any other party hereunder.

2. CFX agrees to provide, or cause to be provided, to the Representative, within seven (7) business days after the execution of this Bond Purchase Agreement by CFX or three (3) business days prior to the Closing, whichever comes first, the Preliminary Official Statement and the final Official Statement in sufficient quantity to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission of the United States (the "SEC"), under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the applicable rules of the SEC and the Municipal Securities Rulemaking Board (the "MSRB"). CFX shall also provide electronic copies of the Preliminary Official Statement and the Official Statement in word searchable portable document format ("Electronic Form") to enable the Underwriters to comply with their obligations pursuant to Rule G-32 of the MSRB, and the Representative hereby acknowledges and agrees that the electronic delivery of the Preliminary Official Statement and the Official Statement in Electronic Form shall satisfy the requirements set forth in the first sentence of this paragraph.

CFX hereby authorizes the Representative to file the Official Statement, not later than the Closing Date, and the Representative hereby agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access system within the timeframe required by MSRB

Rule G-32. Failure of CFX's printer to provide copies of the Official Statement in Electronic Form or otherwise within seven (7) business days after the execution of this Bond Purchase Agreement by CFX or three (3) business days prior to Closing, whichever comes first, will not constitute a breach of this Bond Purchase Agreement by CFX if such failure is proximately caused by the Representative, any of the other Underwriters, or any agent or employee of any of the Underwriters.

3. CFX hereby ratifies and confirms the use by the Underwriters of the Preliminary Official Statement in the marketing of the Series 2025A Bonds and hereby authorizes the circulation by the Underwriters of the Official Statement, including any supplements or amendments thereto approved by CFX, in connection with the public offering of the Series 2025A Bonds, in printable paper form and/or in Electronic Form. CFX acknowledges that it has deemed the Preliminary Official Statement "final" as of its date, within the meaning of the Rule 15c2-12 except for omissions permitted by Rule 15c2-12. The Underwriters reserve the right to lower the initial offering prices set forth in the Official Statement as they deem necessary in connection with the marketing of the Series 2025A Bonds. The Underwriters may offer and sell the Series 2025A Bonds to certain dealers (including dealers depositing the Series 2025A Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in the Official Statement.

4. (a) The Representative, on behalf of the Underwriters, agrees to assist CFX in establishing the issue price of the Series 2025A Bonds and shall execute and deliver to CFX at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form of Schedule A attached to Exhibit G attached hereto ("Schedule A"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, CFX, and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public the Series 2025A Bonds. All actions to be taken by CFX under this section to establish the issue price of the Series 2025A Bonds may be taken on behalf of CFX by CFX's municipal advisor identified herein and any notice or report to be provided to CFX may be provided to CFX's municipal advisor.

(b) CFX will treat the first price at which 10% of each Maturity (as defined in Schedule A) of the Series 2025A Bonds (the "10% Test" is sold to the public as the issue price of that Maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to CFX the price or prices at which the Underwriters have sold to the public each Maturity of Series 2025A Bonds. For purposes of this section, if Series 2025A Bonds mature on the same date but have different interest rates apply within a maturity, each separate CUSIP number within that Maturity will be treated as a separate Maturity of the Series 2025A Bonds.

(c) The Representative confirms that the Underwriters have offered the Series 2025A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2025A Bonds for which the 10% test has not been satisfied and for which CFX and the Representative, on behalf of the

Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow CFX to treat the initial offering price to the public of each such Maturity as of the sale date as the issue price of that Maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any Maturity of the Series 2025A Bonds, the Underwriters will neither offer nor sell unsold Series 2025A Bonds of that Maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that Maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise CFX promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that Maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Series 2025A Bonds of each Maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025A Bonds of that Maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to of the Series 2025A Bonds of that Maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Series 2025A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing

wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025A Bonds of each Maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025A Bonds of that Maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% Test has been satisfied as to the Series 2025A Bonds of that Maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) CFX acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. CFX further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2025A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds.

(f) The Underwriters acknowledge that sales of any Series 2025A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2025A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with CFX (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025A Bonds to the public),

(iii) a purchaser of any of the Series 2025A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

5. CFX hereby agrees with, and makes the following representations to the Underwriters as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing as described in Section 17 hereof:

(a) CFX is a body politic and corporate and an agency of the State of Florida (the "State") duly created and existing under the constitution and laws of the State;

(b) CFX has full legal right, power and authority to and has taken all necessary official actions to: (i) enter into this Bond Purchase Agreement, (ii) adopt, execute and deliver the Bond Resolution, (iii) sell, issue and deliver the Series 2025A Bonds to the Underwriters as provided herein, (iv) authorize and execute the Continuing Disclosure Agreement, dated the date of delivery of the Series 2025A Bonds, between CFX and Digital Assurance Certification, L.L.C. (the "Continuing Disclosure Agreement"), and (v) carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, the Continuing Disclosure Agreement, the Insurance Agreement (as defined herein) and the Official Statement, and as of the date hereof is in compliance, in all material respects, with the Act and the Bond Resolution as it applies to the issuance of the Series 2025A Bonds;

(c) By all necessary official actions prior to or concurrently with the acceptance hereof, (i) CFX has duly adopted the Bond Resolution, (ii) CFX has prior to the (post office or electronic) mailing of the Preliminary Official Statement and will have prior to the (post office or electronic) mailing of the Official Statement, duly approved the form, content, circulation and use of the same, and (iii) CFX has duly authorized the execution and delivery of the Series 2025A Bonds and the performance by CFX of the obligations on its part contained in the Series 2025A Bonds, the Bond Resolution, the Continuing Disclosure Agreement, the Insurance

Agreement and this Bond Purchase Agreement, and the consummation by CFX of all other transactions contemplated by this Bond Purchase Agreement in connection with the issuance of the Series 2025A Bonds;

(d) CFX is currently not in material breach of or material default under the Bond Resolution, the Act or any other applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree, or any relevant loan agreement, indenture, bond, note or resolution, agreement or other relevant instrument to which CFX is a party or to which CFX is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, which breach or default covered by this subsection (d) would materially adversely affect the ability of CFX to perform its obligations under the Bond Resolution, the Series 2025A Bonds, the Continuing Disclosure Agreement, the Insurance Agreement or this Bond Purchase Agreement;

(e) The adoption of the Bond Resolution and the execution and delivery of the Series 2025A Bonds, the Continuing Disclosure Agreement, the Insurance Agreement and this Bond Purchase Agreement and compliance with the provisions on the part of CFX contained therein, will not constitute a material breach of or material default under any applicable constitutional provision, law, administrative regulation, judgment, decree, or any relevant loan agreement, indenture, bond, note, resolution, agreement or other relevant instrument to which CFX is a party or to which CFX is otherwise subject, which breach or default would materially adversely affect the ability of CFX to perform its obligations under the Bond Resolution, the Continuing Disclosure Agreement, the Insurance Agreement, the Series 2025A Bonds or this Bond Purchase Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of CFX except as provided by the Series 2025A Bonds, and the Bond Resolution;

(f) All authorizations, approvals, consents or registrations and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over matters which are required for the due authorization or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by CFX of its obligations in connection with the issuance of the Series 2025A Bonds under this Bond Purchase Agreement, and the Bond Resolution and which are required to be obtained by CFX have been duly obtained and will be as of the Closing Date in full force and effect;

(g) The Series 2025A Bonds, when issued, executed and delivered in accordance with the Bond Resolution and sold to the Underwriters as provided herein, will be entitled to the benefits of the Bond Resolution;

(h) (i) As of its date and as of the date hereof, the information contained in the Preliminary Official Statement was and is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of circumstances under which they were made, not misleading; provided that CFX makes no representations with respect to information supplied by the Depository Trust Company, New York, New York ("DTC"), or the Underwriters for use in

the Official Statement, and (ii) the information contained in the Official Statement will be, as of its date and at all times up to and including the Closing Date, complete, accurate, true, and correct, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading; provided that CFX makes no representations with respect to information supplied by DTC, or the Underwriters for use in the Official Statement;

(i) CFX will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2025A Bonds to be applied in a manner other than as provided in the Bond Resolution and described in the Preliminary Official Statement and the Official Statement or which would cause the interest on the Series 2025A Bonds to become includable in the gross income of the owners thereof for federal income tax purposes;

(j) To the best knowledge of the undersigned signatory of CFX, after due inquiry, as of the date hereof and except as described in Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending (and concerning which service of process or other adequate legal notice has been made) or, to the best knowledge of the undersigned signatory of CFX, threatened against CFX to a degree constituting a significant possibility that they will be instituted, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025A Bonds or the collection of the System Pledged Revenues pledged to pay the principal of, premium, if any, and interest on the Series 2025A Bonds, and the amounts held in the funds and accounts established pursuant to the Bond Resolution, or contesting or affecting as to CFX, the authorization for the issuance of the Series 2025A Bonds, the adoption of the Bond Resolution, the execution and delivery of the Continuing Disclosure Agreement, the Insurance Agreement, this Bond Purchase Agreement, or contesting the exclusion from gross income of interest on the Series 2025A Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement and the Official Statement or any supplement or amendment thereto, or contesting the authority of CFX for the issuance of the Series 2025A Bonds, the adoption of the Bond Resolution, or the execution and delivery by CFX of this Bond Purchase Agreement, the Insurance Agreement and the Continuing Disclosure Agreement;

(k) CFX will furnish such information to the Representative, execute such documents and certificates and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order to (i) qualify the Series 2025A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) determine the eligibility of the Series 2025A Bonds for investment under the laws of such states and other jurisdictions or to continue such qualifications in effect so long as required for the distribution of the Series 2025A Bonds; provided, however, that CFX shall not be required to (A) spend money, (B) execute a general or special consent to service of process, (C) qualify to do business in such states and other jurisdictions in connection with any such qualification or determination in any jurisdiction, or (D) register as a dealer or broker in any such jurisdiction;

(l) Any certificate or document required under this Bond Purchase Agreement that is signed by an Authorized Officer and delivered to the Underwriters in connection with the issuance of the Series 2025A Bonds shall be deemed a representation by CFX to the Underwriters as to the statements made therein;

(m) From the date hereof until the earlier of: (i) ninety (90) days after the End of the Underwriting Period (as defined herein), or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the End of the Underwriting Period, if any event occurs as a result of which CFX or the Representative believes it may be necessary to amend or supplement the Official Statement in order to correct any untrue statement of a material fact contained in the Official Statement or to include a statement of material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, CFX and the Representative will notify each other thereof and, if in the opinion of Disclosure Counsel (as defined herein), after consultation with CFX and the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, CFX will prepare and furnish to the Underwriters an amendment or supplement to the Official Statement, in form and substance jointly approved by CFX and the Representative, which approval shall not be unreasonably withheld, so the Official Statement, as so amended or supplemented, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading; provided, however, the Underwriters shall not be liable to CFX for any claims arising out of CFX's decision not to amend or supplement the Official Statement. The cost of any such amendment or supplement shall be borne by CFX;

(n) For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the Closing Date, or (ii) when the Underwriters no longer retain an unsold balance of the Series 2025A Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by CFX and the Representative, CFX may assume that the End of the Underwriting Period is the Closing Date;

(o) If a change referenced to in paragraph (m) above occurs subsequent to the Closing, CFX will furnish to the Underwriters such legal opinions, certificates, instruments, and documents as the Representative may reasonably request to evidence the truth and accuracy of such corrected information (thereafter, this Bond Purchase Agreement will be deemed to refer to such corrected information);

(p) Between the date of execution of this Bond Purchase Agreement and the Closing Date, except as set forth in or contemplated by the Official Statement, (i) CFX has not incurred and will not have incurred any material liabilities or obligations relating to the System, direct or contingent, except in the ordinary course of business, and has not entered and will not have entered into any material transaction relating to the System not in the ordinary course of business, (ii) there has not been and will not have been any increase in the long term debt payable from System Pledged Revenues or material decrease in the funds and accounts of CFX which shall secure the payment of such long term debt, (iii) the financial statements of, and other financial information regarding CFX, in the Preliminary Official Statement and the Official

Statement fairly present the financial position and results of the CFX as of the dates and for the periods therein set forth, and there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the System, (iv) no loss or damage (whether or not insured) to the property of the System has been or will have been sustained which materially and adversely affects the operations of the System, and (v) no legal or governmental proceeding affecting the System or the transactions contemplated by this Bond Purchase Agreement has been or will have been instituted or threatened which is reasonably anticipated to have a material adverse effect on the financial conditions or operations of CFX;

(q) Except as disclosed in the Preliminary Official Statement and the Official Statement, during the previous five years CFX has not failed to comply with any prior undertakings to provide continuing disclosure on a timely basis pursuant to Rule 15c2-12; and

(r) CFX will furnish or otherwise make available to the Underwriters, upon request, for so long as the Series 2025A Bonds remain outstanding, annual audited financial statements of CFX as soon as such financial statements become available. CFX may satisfy its obligation to furnish such financial statements by making them available on its website, or by other electronic means.

Notwithstanding any provision to the contrary in this Bond Purchase Agreement, CFX makes no representation or warranty with respect to compliance with applicable federal or state securities laws or Blue Sky laws of any jurisdiction in connection with the issuance and sale of the Series 2025A Bonds.

6. On or before 5:00 p.m., Orlando, Florida time, on the Closing Date or at such other date and time as may be mutually agreed upon by CFX and the Representative, CFX will, subject to the terms and conditions hereof, deliver the Series 2025A Bonds to the Underwriters in definitive form, duly executed and authenticated, together with the other documents required pursuant to Section 9 hereto, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the Series 2025A Purchase Price, as set forth in Section 1 hereof, by wire transfer of federal funds, in an aggregate amount equal to the Series 2025A Purchase Price less the Good Faith Wire. Delivery and payment as aforesaid shall be made at such place as may be mutually agreed upon by CFX and the Representative. The foregoing payments and deliveries are herein referred to as the "Closing." Delivery of the Series 2025A Bonds shall be accomplished by the issuance of one printed bond certificate in the appropriate denomination for each maturity, bearing a CUSIP number (provided neither the printing of a wrong CUSIP number on any Series 2025A Bond nor the failure to print a CUSIP number thereon will constitute cause to refuse delivery of any Series 2025A Bond) and registered in the name of Cede & Co., as nominee of DTC, as securities depository for the Series 2025A Bonds; provided, that each printed bond certificate shall be prepared and made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed by the Representative, the Series 2025A Bonds will be delivered under DTC's FAST delivery system.

7. The Underwriters may terminate their obligations hereunder by written notice to CFX if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by CFX upon interest received on obligations of the general character of the Series 2025A Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of CFX, its property or income, its securities (including the Series 2025A Bonds) or the interest thereon, or any tax exemption granted or authorized by State legislation; or

(b) (i) in the Representative's reasonable judgment, the market price of the Series 2025A Bonds is materially adversely affected because: (A) additional material restrictions not in force as of the effective date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2025A Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force; or (C) a general banking moratorium shall have been established by federal, New York or Florida authorities and be in force; or (ii) there shall be in force a general suspension of trading on any national securities exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative and CFX, would materially adversely affect the market for the Series 2025A Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2025A Bonds; or (iii) there shall have occurred any material change, or any other event which in the Representative's reasonable opinion, subsequent to consultation with appropriate representatives of CFX, materially adversely affects the marketability of the Series 2025A Bonds at the Series 2025A Purchase Price set forth in Section 1 herein; or (iv) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2025A Bonds or in any way contesting or affecting any authority for or the validity of the Series 2025A Bonds, any of the proceedings of CFX taken with respect to the issuance or sale thereof, the

pledge or application of any moneys or securities provided for the payment of the Series 2025A Bonds or the existence or powers of CFX; or

(c) (i) in the Representative's reasonable judgment, the Series 2025A Purchase Price of the Series 2025A Bonds set forth in Section 1 herein is adversely affected because a war involving the United States of America shall have been declared, or (ii) any other national or international calamity or crisis shall have occurred or escalated (economic or otherwise), or any conflict involving the armed forces of the United States of America shall have escalated to such magnitude as to materially affect the Underwriters' physical or technical ability to market the Series 2025A Bonds, it being agreed by the parties hereto that any war or conflict in which the United States of America is currently involved has not escalated or risen to such a magnitude as of the date hereof; or

(d) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Series 2025A Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2025A Bonds is subject to registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act of 1939") or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act of 1939; or

(e) there shall be established any new restriction on transactions in securities materially affecting the free market for securities of the type and nature of the Series 2025A Bonds (including the imposition of any limitation on interest rates); or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, or regulation, by or on behalf of the SEC or other governmental agency having jurisdiction over the subject matter shall be made, to the effect that the Series 2025A Bonds or any securities of CFX, any obligations of the general character of the Series 2025A Bonds, or the Bond Resolution, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act of 1939, as then in effect, or otherwise, or would be in violation of any provision of the federal securities laws; or

(g) any event or circumstance shall have occurred or shall exist which, in the reasonable opinion of the Representative, would (i) cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time and (ii) materially adversely affect the marketability of the Series 2025A Bonds; or

(h) any material amendment is made to the Official Statement which, in the reasonable judgment of the Representative, will materially adversely affect the market price of any Series or maturity of the Series 2025A Bonds or the ability of the Underwriters to enforce confirmations for the purchase of any Series or maturity of the Series 2025A Bonds; or

(i) there shall be a reduction or withdrawal in any of the underlying ratings assigned to the Series 2025A Bonds, or, as of the Closing Date, the failure by any of the rating agencies to assign the underlying ratings to the Series 2025A Bonds noted in Section 9(m) herein.

8. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and agreements of CFX contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing enumerated in Section 9 hereof, in form and substance mutually satisfactory to CFX, Bond Counsel, Disclosure Counsel, Underwriters' Counsel (as defined herein) and the Underwriters, and upon the performance by CFX of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2025A Bonds are conditioned upon the performance by CFX of its obligations to be performed hereunder and the delivery of such documents and instruments required to be delivered hereby, as described in Section 9 hereof, in form and substance reasonable under the circumstances, at or prior to the Closing, and are also subject to the following additional conditions:

(a) The representations and agreements of CFX contained herein shall be true, complete and accurate in all material respects on the date hereof and at the date of the Closing;

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect in accordance with its terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended in any material respect, except after notice to and approval by the Representative (such approval not to be unreasonably withheld); and

(c) At the time of the Closing, all official action of CFX relating to this Bond Purchase Agreement, the Series 2025A Bonds and the Thirty-Second Supplemental Resolution shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect, except after notice to and approval by the Representative.

9. At or prior to the Closing, each of the following shall have been delivered to the Representative:

(a) Five copies of the Official Statement executed on behalf of CFX by its authorized officials;

(b) Copies of the Consulting Engineer's Report dated **[_____, 2025]** prepared by Dewberry Engineers Inc. (the "General Engineering Consultant"), in connection with the Series 2025A Bonds and the Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report dated April 2025 (the "System Traffic and Earnings Report") prepared by CDM Smith, Inc. (the "Traffic and Earnings Consultant"), included in the Official Statement as Appendices C and D, respectively, together with the respective letters referenced in Section 9(l) hereof, and

(c) a copy of the Audited Financial Statements of CFX for the fiscal years ended June 30, 2024 and June 30, 2023, including the signed audit report of MSL P.A. attached to the Official Statement as Appendix G thereto;

(d) The Bond Resolution certified by the Secretary or an Assistant Secretary as having been duly adopted by CFX and as being in full force and effect, with such supplements or amendments since the date hereof as may have been agreed to by the Underwriters;

(e) The unqualified approving opinion of Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, as bond counsel ("Bond Counsel"), dated the Closing Date, addressed to CFX and the Underwriters in substantially the form attached to the Official Statement as Appendix H;

(f) The supplemental opinion of Bond Counsel, dated the Closing Date, addressed to CFX and the Representatives in substantially the form attached hereto as Exhibit C;

(g) The opinion of Angela Wallace, Esquire, as General Counsel to CFX ("CFX's General Counsel") dated the Closing Date, addressed to the Underwriters and CFX in substantially the form attached hereto as Exhibit D;

(h) An opinion of Nabors, Giblin & Nickerson, P.A. as disclosure counsel, Tampa, Florida ("Disclosure Counsel"), dated the Closing Date, in substantially the form attached hereto as Exhibit E and a reliance letter addressed to the Representative on behalf of the Underwriters dated the Closing Date;

(i) An opinion of Greenberg Traurig, P.A., Orlando, Florida ("Underwriters' Counsel") dated the Closing Date, addressed to the Underwriters substantially in the form and substance acceptable to the Representative; provided, however, that failure of Underwriters' Counsel to deliver such opinion shall not excuse performance by the Underwriters hereunder unless the failure of Underwriters' Counsel to render such opinion is due to such counsel being aware of a fact or circumstance that causes it to believe that the Official Statement contains an untrue statement of a material fact or omits to state any material fact necessary to be stated in order to make the statements therein, in light of the circumstances under which they were made, not misleading and such counsel has provided notice thereof to CFX;

(j) A certificate of CFX, dated the Closing Date, executed by the Chairman and Executive Director, to the effect that, to the best of their knowledge, CFX has performed all obligations to be performed hereunder as of the Closing Date;

(k) The General and Non-Litigation Certificate of CFX, dated the Closing Date, signed by the Chairman and Executive Director or other appropriate official reasonably satisfactory to the Representative, which shall state, among other things, that:

(i) the representations of CFX herein are true and correct in all material respects as of the Closing Date;

(ii) except as disclosed in the Preliminary Official Statement and the Official Statement, no litigation is pending or threatened, to a degree constituting a significant possibility that it will be instituted in any court or administrative body (A) to restrain or enjoin the issuance or delivery of any of the Series 2025A Bonds, or (B) in any way contesting or affecting any authority for the issuance of the Series 2025A Bonds or the validity or enforceability of the Series 2025A Bonds, the Bond Resolution, the

Continuing Disclosure Agreement, the Insurance Agreement, or this Bond Purchase Agreement; and

(iii) with respect to information in the Preliminary Official Statement and the Official Statement except for information relating to DTC or supplied by the Underwriters, such information did not, as of the date of the Official Statement, and does not, as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading;

(l) The respective letters, dated the date of the execution of this Bond Purchase Agreement, to be updated by letters dated the Closing Date, from the General Engineering Consultant and the Traffic and Earnings Consultant, to the effect that:

(i) they believe that the assumptions used in compiling their report and arriving at the conclusions stated therein are reasonable; and

(ii) their report was prepared in accordance with generally accepted practices for similar traffic and earnings reports and consulting engineer's reports.

Provided the letter of the Traffic and Earnings Consultant shall also include that they know of no material change in the matters described in the System Traffic and Earnings Report contained in the Preliminary Official Statement or the Official Statement or in the information and data contained in such Preliminary Official Statement or Official Statement attributed to them.

(m) Copies of rating letters or other evidence satisfactory to the Representative that (i) the Series 2025A Bonds have been assigned underlying ratings of **["____" (_____ outlook) and "____" (_____ outlook)** from S&P Global Ratings, Inc. ("S&P") and Moody's Investor Services, respectively, **[(ii) the Insured Series 2025A Bonds have been assigned an insured rating of "____" from _____]**, and (iii) that all such ratings are in effect on the Closing Date;

(n) An executed copy of the Continuing Disclosure Agreement;

(o) A certificate of CFX deeming the Preliminary Official Statement "final" as of its date for purposes of Rule 15c2-12;

(p) A copy of CFX's DTC Blanket Issuer Letter of Representations;

[(q) An executed copy of the agreement expected to be entered into on or about the Closing Date, between CFX and Assured Guaranty Municipal Corp. with respect to the 2025A Bond Insurance Policy (the "Insurance Agreement");]

[(r) A copy of the 2025A Bond Insurance Policy];

(s) A tax certificate of CFX, in a form satisfactory to Bond Counsel;

(t) Evidence that a Form 8038-G relating to the Series 2025A Bonds has been executed by CFX and will be timely filed with the Internal Revenue Service;

(u) Such certifications or opinions from CFX and/or its consultants, in form and substance acceptable to the Representative, confirming that all of the provisions of Section 4.01 of the Thirty-Second Supplemental Resolution have been satisfied; and

(v) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonable request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of CFX representations and agreements contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by CFX on or prior to the Closing Date of all the agreements herein then to be performed and conditions then to be satisfied by it.

10. The Underwriters shall be under no obligation to pay, and CFX shall pay from the proceeds of the sale of the Series 2025A Bonds, any expense incident to the performance of CFX's obligations hereunder including, but not limited to: (a) the cost of preparing, printing and delivery of the Bond Resolution, copies of the Preliminary Official Statement and copies of the Official Statement, including any supplements thereto; (b) the cost of preparing and printing of the Series 2025A Bonds; (c) all expenses related to the printing of CUSIP numbers on the Series 2025A Bonds; (d) the fees and disbursements of Bond Counsel, Disclosure Counsel, and such other legal counsel as CFX deems reasonable; (e) initial fees for all bond ratings; (f) fees and disbursements of CFX's disclosure dissemination agent, the General Engineering Consultant and the Traffic and Earnings Consultant for their services as consultants to CFX; (g) costs or fees of any other engineers, accountants, and other experts, consultants or advisors retained by CFX; and (h) other reasonable costs of CFX incurred in connection with issuance of the Series 2025A Bonds; provided that the costs of printing described in (a), (b) and (c) above shall be paid by CFX only if the printers used are the printers designated and authorized by CFX. CFX shall pay for expenses (included in the expense component of the underwriting spread) incurred on behalf of CFX's employees which are incidental to implementing this Bond Purchase Agreement.

11. The Underwriters shall pay any expense incident to the performance of the Underwriters' obligations hereunder including but not limited to: (a) this Bond Purchase Agreement, the Agreement Among Underwriters, if any, and the Blue Sky Memorandum; (b) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Series 2025A Bonds and the cost, if any, to continue the eligibility of the Series 2025A Bonds for investment; (c) all expenses associated with obtaining CUSIP numbers for the Series 2025A Bonds; and (d) all other expenses incurred by them or any of them in connection with the public offering of the Series 2025A Bonds and delivery of and the payment for the Series 2025A Bonds, including the fees and disbursements of Underwriters' Counsel. CFX has agreed to pay the Underwriters' discount set forth in this Bond Purchase Agreement in immediately available funds on the Closing Date and inclusive in the expense component of the Underwriters' discount are actual expenses incurred or paid for by the Underwriters on behalf of CFX in connection with the marketing, issuance, and delivery of the Series 2025A Bonds, including, but not limited to, the fees and expenses referenced in (a)-(d) above.

12. (a) CFX shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and their respective directors, officers, employees and agents and each person who controls any Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnitee"), against any and all losses, claims, damages or liabilities, joint or several, (i) to which any such Underwriter Indemnitee may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption "UNDERWRITING," and (ii) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of CFX (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter Indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which CFX may otherwise have to any Underwriter Indemnitee.

(b) The Underwriters shall indemnify and hold harmless, to the extent permitted by law, CFX and its directors, officers, members, employees and agents and each person who controls CFX within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "CFX Indemnitees"), against any and all losses, claims, damages or liabilities, joint or several, to which such CFX Indemnitee may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such CFX Indemnitee for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption "UNDERWRITING." This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriters may otherwise have to any CFX Indemnitee. The liability of any Underwriter obligations under this section shall not exceed the amount of its pro rata compensation under this Bond Purchase Agreement.

(c) For purposes of subsection (a) or (b) above, an "Indemnified Party" means an Underwriter Indemnitee or a CFX Indemnitee as the context dictates and an "Indemnifying Party" means CFX or an Underwriter who is under the obligation to indemnity an Indemnified Party under this section. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action

shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

(d) If the indemnification provided for in this section is unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by CFX on the one hand and the Underwriters on the other from the offering of the Series 2025A Bonds or (ii) if the allocation provided by clause (a) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also the relative fault of CFX on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by CFX on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by CFX bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by CFX or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), each Underwriter shall not have any obligation under this subsection (d) to contribute an amount in excess of the amount of its pro

rata compensation under this Bond Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

13. The Representative, on behalf of itself and each of the other Underwriters, represents and warrants to CFX that:

(a) The Representative is duly authorized to transact business in, and remains in good standing with, the State and shall have full authority to take such other actions in connection with this Bond Purchase Agreement as it may deem advisable. Any actions taken under this Bond Purchase Agreement by the Representative will be binding upon all the Underwriters;

(b) The Representative has been duly authorized to execute this Bond Purchase Agreement on behalf of itself and each of the other Underwriters and that it has been authorized to act hereunder on behalf of the Underwriters;

(c) The Representative has the full power and authority to take all actions required or permitted to be taken by the Representative by or under, and to perform and observe the covenants and agreements on its part contained in, this Bond Purchase Agreement;

(d) This Bond Purchase Agreement has been duly executed and delivered by the Representative, on behalf of itself and each of the other Underwriters and is legally valid, binding and enforceable against the Representative and the Underwriters;

(e) The execution of this Bond Purchase Agreement and the sale of the Series 2025A Bonds to the Underwriters shall not constitute a violation of Section 215.684, Florida Statutes;

(f) The Representative and each of the other Underwriters, on its own behalf, represents that it is either registered with the Financial Industry Regulatory Authority, Inc. ("FINRA") as a broker-dealer and the MSRB as a municipal securities dealer, or is otherwise registered with the necessary regulatory authorities required for it to serve as an underwriter for the Series 2025A Bonds under this Bond Purchase Agreement, and that at all times during the offering and sale of the Series 2025A Bonds, such entities will continue to be so registered; and

(g) To the best knowledge of the undersigned signatory of the Representative, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the best knowledge of the undersigned signatory of the Representative, after due inquiry, threatened against or affecting the Representative to a degree constituting a significant possibility that they will be instituted, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement. To the best knowledge of the undersigned signatory of the Representative, after due inquiry, the Representative is not aware of any violation of any of the rules and regulations of FINRA (to the extent it is regulated by the FINRA) and any other body which regulates it which would adversely affect the transactions

contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement.

The foregoing representations and warranties of the Representative and the obligations set forth under Section 11 hereof shall survive the execution and delivery of this Bond Purchase Agreement, the execution and delivery of the Series 2025A Bonds and the instruments and documents contemplated thereby.

Simultaneously with the delivery of this Bond Purchase Agreement, the Representative shall cause to be delivered to CFX certificates executed by the properly authorized representatives of each of the other Underwriters listed on Exhibit B attached hereto certifying the matters set forth in this section with respect to each such firm.

14. The provision of any data, document, or assurance required to be provided hereunder may be waived, in writing, by all of the signatories hereto. This Bond Purchase Agreement shall not be construed for or against any party because that party wrote it.

15. All notices provided for in this Bond Purchase Agreement shall be made in writing either by actual delivery of the notice into the hands of the parties entitled thereto, by confirmed facsimile transmission, or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice), of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by facsimile, on the date receipt is confirmed, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to CFX at 4974 ORL Tower Road, Orlando, Florida 32807 and to the Representative at BofA Securities, Inc., 1 Bryant Park, 12th Floor, New York, New York 10036, Attention: **[_____]**.

16. This Bond Purchase Agreement is made solely for the benefit of CFX and the Underwriters (including the successors of any of the parties) and no other person shall acquire or have any right hereunder or by virtue hereof. All of CFX's representations warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of any of the Underwriters; (b) delivery of and payment for the Series 2025A Bonds pursuant to this Bond Purchase Agreement; and (c) any termination of this Bond Purchase Agreement.

17. CFX acknowledges the following statements which were provided by the Underwriters in connection with the transaction contemplated by this Bond Purchase Agreement (the "Transaction"): (a) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Exchange Act, as amended, (b) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between CFX and the Underwriters and the Underwriters have financial and other interests that differ from those of CFX; (c) the Underwriters are acting solely as

principals and are not acting as municipal advisors, financial advisors or fiduciaries to CFX and have not assumed any advisory or fiduciary responsibility to CFX with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to CFX on other matters); (d) the only obligations the Underwriters have to CFX with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (e) CFX has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

18. This Bond Purchase Agreement shall become effective upon its execution by the appropriate officials of CFX and the Representative on behalf of the Underwriters and shall be valid, binding and enforceable at the time of such execution. This Bond Purchase Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

19. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State. Venue of any action arising out of or relating to this Bond Purchase Agreement shall be solely in Orange County, Florida. CFX may not assign this Bond Purchase Agreement. The term "successor" shall not include any holder of any Series 2025A Bonds merely by virtue of such holding.

If any provision of this Bond Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

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SIGNATURE PAGE TO BOND PURCHASE AGREEMENT
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025)

Very truly yours,

BOFA SECURITIES, INC., on behalf of itself and as Representative of the other Underwriters listed in Exhibit B

By:_____
Name:_____
Title:_____

SIGNATURE PAGE TO BOND PURCHASE AGREEMENT
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025)

ACCEPTED at _____ a.m./p.m. Eastern Time
this _____ day of _____, 2025:

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By:_____
Name:_____
Title:_____

EXHIBITS

Exhibit A - Disclosure Statement

Exhibit B - List of Underwriters

Exhibit C - Form of Supplemental Opinion of Bond Counsel

Exhibit D - Form of Opinion of CFX's General Counsel

Exhibit E - Form of Opinion of Disclosure Counsel

Exhibit F – Maturity Schedule and Redemption Provisions

Exhibit G - Form of Issue Price Certificate

EXHIBIT A

[$_____]
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025A

DISCLOSURE STATEMENT

[November 4, 2025]

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

Ladies and Gentlemen:

In connection with the proposed issuance by the Central Florida Expressway Authority ("CFX") of **[$_____]** aggregate principal amount of its Senior Lien Revenue Bonds, Series 2025A (the "Series 2025A Bonds"), BofA Securities, Inc. (the "Representative"), acting on behalf of itself and as representative of the other underwriters listed under paragraph (g) below (collectively, the "Underwriters") is underwriting a public offering of the Series 2025A Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, certain information in respect to the arrangements contemplated for the underwriting of the Series 2025A Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Representative in connection with the sale of the Series 2025A Bonds are set forth in Schedule I attached hereto.

(b) No person has entered into an understanding with the Underwriters, or to the knowledge of the Underwriters, with CFX, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between CFX and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2025A Bonds.

(c) The underwriting spread, the difference between the price at which the Series 2025A Bonds will be initially offered to the public by the Underwriters and the price to be paid to CFX for the Series 2025A Bonds, exclusive of accrued interest will be (**[$_____]** per $1,000 of Series 2025A Bonds issued).

(d) As part of the estimated underwriting spread set forth in Paragraph (c) above, the Underwriters will charge a management fee of **[$_____]**.

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2025A Bonds to any person not regularly employed or retained by the Underwriters (including any "finder" as defined in

Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriters, as set forth in Paragraph (a) above.

(f) Truth-in-Bonding Statement. CFX is proposing to issue the Series 2025A Bonds to provide funds to, among other things (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2025 System Projects, (b) deposit funds into, or pay the premium on a Series 2025 Reserve Subaccount Credit Facility to be deposited into, the Series 2025 Reserve Subaccount established pursuant to the Thirty-Second Supplemental Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025A Bonds**[, including without limitation, the premium on a 2025A Bond Insurance Policy with respect to a portion of the Series 2025A Bonds]**.

The Series 2025A Bonds are expected to be repaid over a period of approximately **[_____ years and _____ months. Assuming a true interest cost rate of _____% the total estimated interest paid over the life of the Series 2025A Bonds will be $_____]**.

The source of repayment or security for the Series 2025A Bonds is limited solely to the System Pledged Revenues (as defined in the Official Statement). The authorization of this debt or obligation will result in an average of **[$_____ of System Pledged Revenues not being available to CFX to finance other projects or services each year for approximately _____ years and _____ months]**.

(g) The names and addresses of the Underwriters are:

BofA Securities, Inc.
1 Bryant Park, 12th Floor
New York, NY 10036
BofA Securities, Inc.

[_____]
_____
_____
_____

[_____]
_____
_____
_____

[_____]
_____
_____
_____

[_____]
_____
_____
_____

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

BOFA SECURITIES, INC., on behalf of itself and as Representative of the other Underwriters

By:_____
Name:_____
Title:_____

SCHEDULE I

REPRESENTATIVE'S ESTIMATED EXPENSES

	Series 2025A Bonds
Average Takedown	**[$_____.__]**
Dalcomp	
CUSIP	
Dayloan	
DTC Charge Total	
Underwriter's Counsel	
MuniOS Roadshow	
Out of Pocket	
Total	**[$_____.__]**

EXHIBIT B

LIST OF UNDERWRITERS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025A

BofA Securities, Inc.
1 Bryant Park, 12th Floor
New York, NY 10036

Co-Managers:

[_____]
_____
_____
_____

[_____]
_____
_____
_____

[_____]
_____
_____
_____

[_____]
_____
_____
_____

EXHIBIT C

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

EXHIBIT D

FORM OF OPINION OF CFX'S GENERAL COUNSEL

EXHIBIT E

FORM OF OPINION OF DISCLOSURE COUNSEL

EXHIBIT F

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

EXHIBIT G

FORM OF ISSUE PRICE CERTIFICATE

This Issue Price Certificate is furnished by BofA Securities, Inc., as representative of the underwriters of the hereinafter defined Series 2025A Bonds (the "Representative") in connection with the sale and issuance by the Central Florida Expressway Authority of its **[$_____]** aggregate principal amount of Senior Lien Revenue Bonds, Series 2025A (the "Series 2025A Bonds") issued on **[November 20, 2025]**, and the Representative hereby certifies and represents the following, based upon information available to us:

1. ***Sale of the General Rule Maturities***. As of Sale Date, for each Maturity (as defined below) of the General Rule Maturities (as defined below), the first price at which at least 10% of such Maturity of the Series 2025A Bonds was sold to the Public (as defined below) is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Series 2025A Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means the Central Florida Expressway Authority.

(c) *Maturity* means Series 2025A Bonds with the same credit and payment terms. Series 2025A Bonds with different maturity dates, or Series 2025A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025A Bonds. The Sale Date of the Series 2025A Bonds is **[November 4, 2025]**.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025A Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Series 2025A Bonds and with respect to compliance with the federal income tax rules affecting the Series 2025A Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2025A Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed as of this _____ day of _____ 2025.

BOFA SECURITIES, INC., on behalf of itself and as Representative of the other Underwriters

By:_____
Name:_____
Title:_____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

Series 2025A Bonds

Maturity	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER [__], 2025

NEW ISSUE - BOOK-ENTRY ONLY **Ratings: See "RATINGS" herein**

In the opinion of Bond Counsel, under existing law, interest on the Series 2025 Bonds (a) is excluded from gross income for federal income tax purposes and (b) is not an enumerated item of tax preference for purposes of the federal alternative minimum tax. The opinion contains greater detail, and is subject to certain assumptions and exceptions, as noted in "LEGAL MATTERS - Opinion of Bond Counsel" herein.

$[PAR]*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS,
SERIES 2025A

Dated: Date of Delivery **Due: July 1, as shown on inside cover**

This Official Statement relates to the issuance by the Central Florida Expressway Authority ("CFX") of $[PAR]* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2025A (the "Series 2025 Bonds"). The Series 2025 Bonds are being issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry form only, in denominations of $5,000 or any integral multiple thereof, as described therein. Purchasers of beneficial interests in the Series 2025 Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2025 Bonds will be effected through the DTC book-entry system as described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System" herein.

The Series 2025 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Thirty-Second Supplemental Revenue Bond Resolution adopted by CFX on October 9, 2025 (the "Thirty-Second Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND

RESOLUTION" and "APPENDIX B - THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2025 Bonds shall mature on such dates and in such principal amounts and shall bear interest at the rate or rates set forth on the inside cover of this Official Statement payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2026 (each, an "Interest Payment Date") until the respective maturities of the Series 2025 Bonds. Interest on the Series 2025 Bonds will be payable by Computershare Trust Company, N.A., as registrar, paying agent and trustee, in Saint Paul, Minnesota (the "Paying Agent") to Cede & Co., as nominee of DTC at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Payment Date. Payments of principal of, premium, if any, and interest on the Series 2025 Bonds will be made at the designated corporate trust office of the Paying Agent. See "DESCRIPTION OF THE SERIES 2025 BONDS" herein.

The Series 2025 Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS - Redemption Provisions" herein.

The Series 2025 Bonds are being issued by CFX to provide funds to: (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2025 System Projects (defined herein), (b) deposit funds or pay the premium on a reserve account credit facility to be deposited into a debt service reserve subaccount created under the Bond Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025 Bonds, including without limitation, the premium on any municipal bond insurance policy with respect to the Series 2025 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2025 Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds (as defined herein) and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2025 BONDS," "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein.

All or a portion of the Series 2025 Bonds may be insured pursuant to the purchase of a municipal bond insurance policy from [_____] which purchase will be at the option and expense of CFX. See "MUNICIPAL BOND INSURANCE" herein.

NONE OF THE STATE OF FLORIDA (THE "STATE"), BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA

(COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS, AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES, THE CITY OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS. CFX HAS NO TAXING POWER. NO OWNER OF ANY OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED TO THE PAYMENT OF THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

This cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2025 Bonds. Potential investors must read the entire Official Statement (including the cover page and all Appendices attached hereto) to obtain information essential to the making of an informed investment decision and should give particular attention to the information under the caption "RISK FACTORS" herein.

The Series 2025 Bonds are offered for delivery when, as and if issued, by CFX, subject to the approving opinions of Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon by CFX's Deputy General Counsel, Cristina Berrios, Esquire. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to CFX. PFM Financial Advisors LLC, Orlando, Florida is serving as Financial Advisors to CFX with respect to the Series 2025 Bonds. Greenberg Traurig, P.A., Orlando, Florida is serving as Counsel to the Underwriters. It is expected that the Series 2025 Bonds will be delivered through the facilities of DTC in New York, New York, on or about _____, 2025.

BofA Securities

[CO-UNDERWRITERS]

Dated: _____, 2025

_____

*Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, COUPONS,
YIELDS, PRICES AND CUSIP NUMBERS

$[PAR]*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS,
SERIES 2025A

$[PAR]* Serial Bonds

Maturity (July 1)	Principal Amount	Coupon	Yield	Price	CUSIP No.†
	$	%	%		

$_____* - _____% Term Series 2025A Bonds, Due July 1, 20__;
Price - _____; Yield - _____%; Initial CUSIP Number - _____†

$_____* - _____% Term Series 2025A Bonds, Due July 1, 20__;
Price - _____; Yield - _____%; Initial CUSIP Number - _____†

_____
* Preliminary, subject to change.
† CUSIP numbers have been assigned to the Series 2025 Bonds by an organization not affiliated with CFX. CFX is not responsible for the selection or use of the CUSIP numbers in this Official Statement nor is any representation being made as to their accuracy on the Series 2025 Bonds, or as indicated above. The CUSIP numbers are included herein solely for the convenience of the readers of this Official Statement.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2025 Bonds may not be sold nor may offers to buy the Series 2025 Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2025 Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. CFX shall deem this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

BOARD MEMBERS

Christopher "C.J." Maier, Governor's Appointee, Chairman
Buddy Dyer, Mayor of Orlando, Vice Chairman
Andria Herr, Seminole County Representative, Treasurer
Brandon Arrington, Osceola County Representative
Katie Delaney, Brevard County Representative, Board Member
Jerry Demings, Orange County Mayor, Board Member
Rafael Martinez, Governor's Appointee, Board Member
Christine Moore, Orange County Representative, Board Member
Sean Parks, Lake County Representative, Board Member
Frederick Pullum, Governor's Appointee, Board Member

MANAGEMENT

Michelle Maikisch, Executive Director
Glenn Pressimone, P.E., Chief of Infrastructure
Lisa Lumbard, Chief Financial Officer
James Greer, Chief of Technology/Operations
Evelyn Wilson, Chief Administrative Officer
Cristina Berrios, Esq., Deputy General Counsel

BOND COUNSEL

Nelson Mullins Riley & Scarborough LLP
Orlando, Florida

DISCLOSURE COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Forvis Mazars, LLP
Orlando, Florida

GENERAL ENGINEERING CONSULTANT

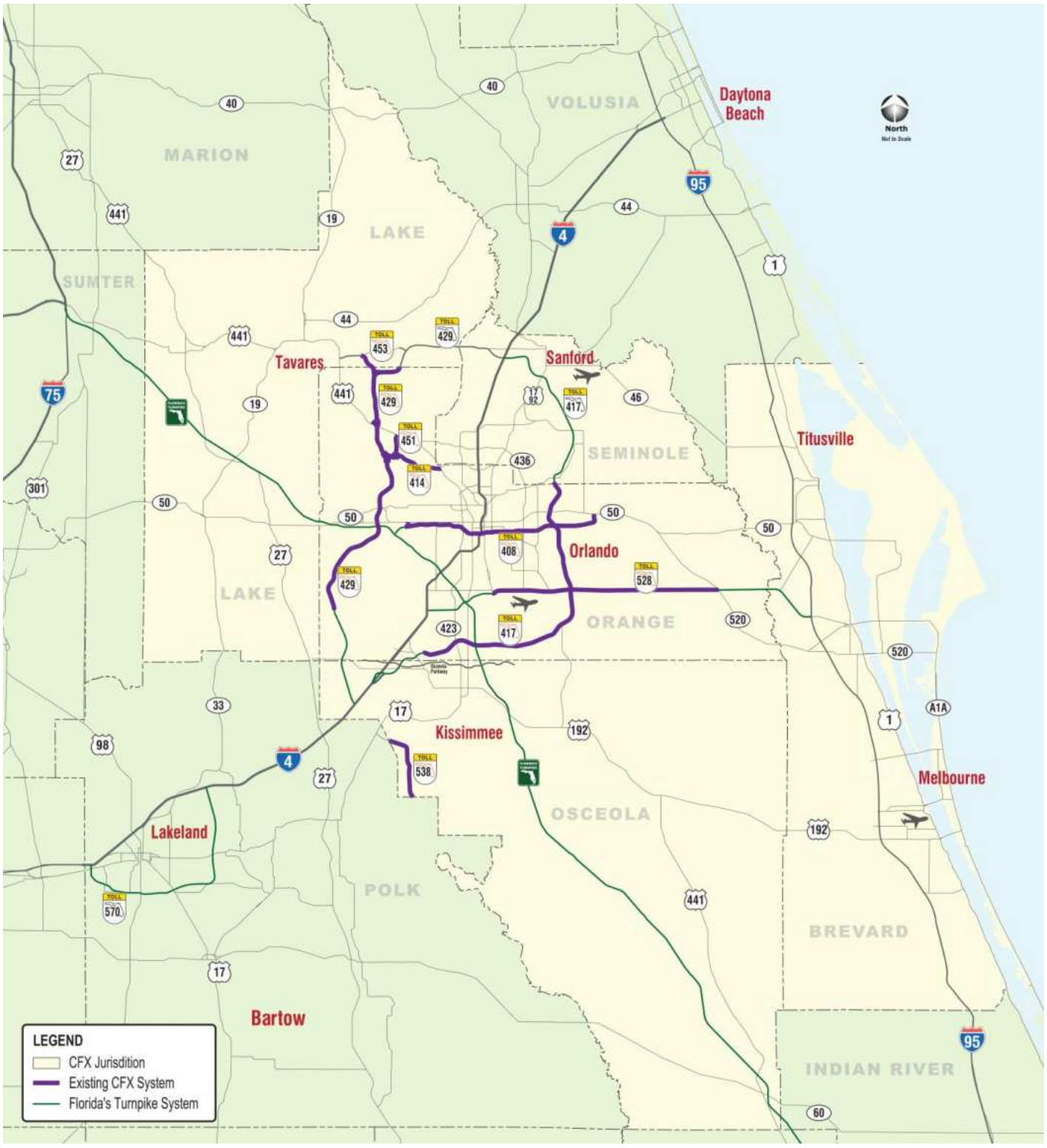
Dewberry Engineers Inc.
Orlando, Florida

TRAFFIC AND EARNINGS CONSULTANT

CDM Smith, Inc.
Maitland, Florida

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida


Daytona Beach
North
Not to Scale
VOLUSIA
MARION
LAKE
SUMTER
SEMINOLE
ORANGE
OSCEOLA
POLK
BREVARD
INDIAN RIVER
Tavares
Sanford
Titusville
Orlando
Kissimmee
Lakeland
Melbourne
Bartow
LEGEND
CFX Jurisdition
Existing CFX System
Florida's Turnpike System

This Official Statement does not constitute a contract between CFX and any one or more owners of the Series 2025 Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2025 Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by CFX to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering of the Series 2025 Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by CFX. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. The information contained in this Official Statement, including in the appendices, has been obtained from representatives of CFX and from public documents, records and other sources considered to be reliable.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2025 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2025 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of CFX, and the terms of the offering, including the merits and risks involved. The Series 2025 Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, other than as expressly provided in certificates to be delivered to the Underwriters in connection with the closing, CFX has not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY

ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "FORWARD-LOOKING STATEMENTS," "SYSTEM REVENUES - HISTORICAL AND PROJECTED REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" HEREIN. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, CFX DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM OR WWW.EMMA.MSRB.ORG. PROSPECTIVE PURCHASERS MAY RELY ON THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN EITHER THE ORIGINAL BOUND FORMAT OR THE ELECTRONIC FORMAT, PROVIDED, HOWEVER THAT PROSPECTIVE PURCHASERS MUST READ THE ENTIRE OFFICIAL STATEMENT (INCLUDING THE COVER PAGE AND ALL APPENDICES ATTACHED HERETO) TO OBTAIN ALL OF THE INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not

incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

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OFFICIAL STATEMENT
relating to

$[PAR]*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2025A

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices attached hereto, is to furnish information concerning the Central Florida Expressway Authority ("CFX"), the System (as defined herein) and certain other information in connection with the sale by CFX of $[PAR]* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2025A (the "Series 2025 Bonds").

CFX is an agency of the State of Florida which on June 20, 2014, assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property of the Prior Authority. See "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" herein.

The Series 2025 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes (the "Act") and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as amended and supplemented, and particularly as supplemented by that certain Thirty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2025 (one or more series) adopted by CFX on October 9, 2025 (the "Thirty-Second Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2025 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS - Redemption Provisions" herein.

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*Preliminary, subject to change.

Upon issuance and delivery of the Series 2025 Bonds, the following Parity Bonds will be outstanding in the aggregate principal amount of $[_____]: (a) Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds"); (b) Senior Lien Refunding Revenue Bonds, Series 2016B (the "Series 2016B Bonds"); (c) Senior Lien Refunding Revenue Bonds, Series 2017 (the "Series 2017 Bonds"); (d) Senior Lien Refunding Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), (e) Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds"); (f) Senior Lien Revenue Bonds, Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "Series 2019 Bonds"); (g) Senior Lien Refunding Revenue Bond, Series 2020A (the "Series 2020A Bond"); (h) Senior Lien Refunding Revenue Bonds, Series 2021 (the "Series 2021 Bonds"); (i) Senior Lien Revenue Bonds, Series 2021D (the "Series 2021D Bonds"); (j) Senior Lien Revenue Bonds, Series 2024A (the "Series 2024A Bonds"); and (k) Senior Lien Revenue Bonds, Series 2024B (the "Series 2024B Bonds" and together with the Series 2024A Bonds, the "Series 2024 Bonds"). See "SYSTEM FINANCING - Bonded Indebtedness" herein. On [_____], CFX used legally available moneys to defease a portion of its then-outstanding **[**Series 20[__] Bonds, Series 20[__] Bonds and Series 20[__] Bonds**][**UPDATE FOR DEFEASANCE PLAN**]**.

Accordingly, the outstanding Series 2016A Bonds, Series 2016B Bonds, Series 2017 Bonds, Series 2018 Bonds, Series 2019A Bonds, Series 2019B Bonds, Series 2020A Bond, Series 2021 Bonds, Series 2021D Bonds, Series 2024A Bonds and Series 2024B Bonds are collectively referred to herein as the "Outstanding Parity Bonds." The Series 2025 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution are collectively referred to herein as the "Bonds." Additionally, CFX has incurred certain subordinated obligations, including a loan (the "Junior TIFIA Loan") from the U.S. Department of Transportation acting by and through the Build America Bureau (the "TIFIA Lender") pursuant to a loan agreement effective March 25, 2015, between CFX and the TIFIA Lender (the "Junior TIFIA Loan Agreement"), all as described further herein. See "SYSTEM FINANCING – Certain Subordinated Obligations" and "JUNIOR TIFIA LOAN AGREEMENT" herein and Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2024 AND JUNE 30, 2023" attached hereto as APPENDIX G.

The Series 2025 Bonds are being issued by CFX to provide funds to: (a) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2025 System Projects (defined herein), (b) deposit funds or pay the premium on a reserve account credit facility to be deposited into a debt service reserve subaccount created under the Bond Resolution, and (c) pay certain costs in connection with the issuance of the Series 2025 Bonds, including without limitation, the premium on any municipal bond insurance policy with respect to the Series 2025 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2025 Bonds are secured by a pledge of and lien on the System Pledged Revenues (as defined in the Bond Resolution) on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2025 BONDS" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B.

All or a portion of the Series 2025 Bonds may be insured pursuant to the purchase of a municipal bond insurance policy from [_____] which purchase will be at the option and expense of CFX. See "MUNICIPAL BOND INSURANCE" herein.

Dewberry Engineers Inc., Orlando, Florida (the "General Engineering Consultant"), was retained by CFX to prepare a Consulting Engineer's Report, dated September 30, 2025 (the "Consulting Engineer's Report"). Similarly, CFX previously retained CDM Smith, Inc., Maitland, Florida (the "Traffic and Earnings Consultant") to prepare a Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report, dated April 2025 (the "System Traffic and Earnings Report"). The Consulting Engineer's Report is attached hereto as APPENDIX C and the System Traffic and Earnings Report is attached hereto as APPENDIX D. **THE CONSULTING ENGINEER'S REPORT AND THE SYSTEM TRAFFIC AND EARNINGS REPORT ARE INTEGRAL COMPONENTS OF THIS OFFICIAL STATEMENT. PROSPECTIVE INVESTORS SHOULD CLOSELY REVIEW, IN THEIR ENTIRETY, THE CONSULTING ENGINEER'S REPORT AND THE SYSTEM TRAFFIC AND EARNINGS REPORT ATTACHED AS APPENDICES C AND D HERETO, RESPECTIVELY, PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SERIES 2025 BONDS.**

For a more complete description of the terms and conditions of the Series 2025 Bonds, reference is made to the proceedings authorizing the issuance of the Series 2025 Bonds. The descriptions of the Series 2025 Bonds, the Bond Resolution, the Lease-Purchase Agreement (as defined herein), the Junior TIFIA Loan Agreement, the Consulting Engineer's Report, the System Traffic and Earnings Report, and the Continuing Disclosure Agreement (as defined herein) and any other matters or documents contained or referenced herein are brief outlines of certain provisions thereof and do not purport to be comprehensive or definitive. All references herein to such documents and statements are qualified in their entirety by the actual content of such documents and statements to which reference is made herein. Copies of such documents not otherwise attached hereto are available from the Office of the Chief Financial Officer, 4974 ORL Tower Road, Orlando, Florida 32807.

PLAN OF FINANCE

[On [_____], CFX used legally available moneys to defease a portion of its then-outstanding [Series 20[__] Bonds, Series 20[__] Bonds and Series 20[__] Bonds.**][**UPDATE FOR DEFEASANCE PLAN**]**

A portion of the proceeds of the Series 2025 Bonds will be applied to pay a portion of the costs of various capital improvements to the System included in the Five-Year Work Plan (as defined herein) adopted by CFX from time to time, as the same may be amended, and may include reimbursing CFX for the costs of such improvements that were paid on an interim basis from other available funds of CFX (collectively, the "2025 System Projects").

See "DESCRIPTION OF THE SYSTEM" and "CAPITAL IMPROVEMENT PROGRAM" herein and the Consulting Engineer's Report attached hereto as APPENDIX C for a further description of the System, the Five-Year Work Plan and the various capital improvements therein comprising the 2025 System Projects.

[Remainder of page intentionally left blank]

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2025 Bonds are expected to be applied as follows:

Sources of Funds	
Par Amount	$
Net Bond Premium/Discount	
Total Sources of Funds	$
Uses of Funds	
Deposit to Construction Fund[(1)]	$
Deposit to Common Reserve Subaccount of Debt Service Reserve Account	
Costs of Issuance[(2)]	
Total Uses of Funds	$

(1) To be applied to finance all or a portion of the 2025 System Projects.

(2) Includes legal fees, underwriters' discount, financial advisor and consultant fees, rating agency fees, printing costs, premiums for any municipal bond insurance policy and other fees and costs.

[Remainder of page intentionally left blank]

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds are being issued as fully registered bonds without coupons in the denomination of the par amount of the Series 2025 Bonds; shall be dated the date of the initial delivery thereof, and shall bear interest from such date, payable semiannually on January 1 and July 1 of each year, commencing January 1, 2026. The Series 2025 Bonds shall mature on July 1 in the years and principal amounts, and shall bear interest at the rates set forth on the inside of the cover page hereof.

Registration and Payment

Principal of, and premium, if any, or interest on the Series 2025 Bonds will be payable upon presentation and surrender of the Series 2025 Bonds at the designated corporate trust operations office of Computershare Trust Company, N.A. or its successors or assigns as Registrar, Paying Agent and Trustee (the "Registrar," "Paying Agent" or "Trustee") in Saint Paul, Minnesota. Interest on the Series 2025 Bonds will be paid by check or draft drawn upon the Paying Agent and mailed to the registered Bondholders of the Series 2025 Bonds at the addresses as they appear on the registration books maintained by the Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2025 Bonds subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest will be payable to the Bondholders in whose name such Series 2025 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Bondholders of such Series 2025 Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Bondholders in whose name the Series 2025 Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

If the date for payment of the principal of, premium, if any, or interest on the Series 2025 Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day will have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Bondholder of $1,000,000 or more in principal

amount of Series 2025 Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2025 Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Paying Agent with the presentation or surrender of the Series 2025 Bonds to be paid, and (ii) in the case of interest, to the Paying Agent, as registrar, at least 15 Business Days prior to the applicable Record Date. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

CFX and the Registrar, Paying Agent, and Trustee may deem and treat the registered Bondholders of any Series 2025 Bond as the absolute Bondholders of such Series 2025 Bond for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon.

Transfer and Exchange

Each Series 2025 Bond may be transferred upon the registration books of CFX kept for that purpose at the office of the Registrar as provided in the Bond Resolution. All Series 2025 Bonds presented for transfer, exchange, or payment (if so required by CFX or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to CFX and the Registrar, duly executed by the Bondholders or by a duly authorized attorney. New Series 2025 Bonds delivered upon any transfer, purchase or exchange shall be valid obligations of CFX, evidencing the same debt as the Series 2025 Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits thereof to the same extent as the Series 2025 Bonds surrendered.

In all cases of a transfer of the Series 2025 Bonds, the Registrar shall at the earliest practical time in accordance with the terms of the Bond Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee new fully registered Series 2025 Bonds of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds.

CFX and Registrar may charge the Registered Owner for the registration of every transfer or exchange of the Series 2025 Bonds an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by CFX) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2025 Bonds shall be delivered.

Redemption Provisions

Optional Redemption. The Series 2025 Bonds maturing on or before July 1, 20__ shall not be subject to redemption prior to their respective maturity date. The Series 2025

Bonds maturing on or after July 1, 20__ are subject to optional redemption by CFX in whole or in part at any time on or after July 1, 20__, in such maturities or amortization installments as CFX may determine and by lot within any maturity or amortization installments, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2025 Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Year (July 1)	Amortization Installments
	$
*	

*Final Maturity

Selection of Bonds to be Redeemed or Purchased. If and to the extent that less than all of the Series 2025 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity or a subseries thereof to be redeemed or purchased shall be selected by CFX, and in the event less than all of the Series 2025 Bonds of an entire maturity thereof are redeemed or purchased, the Series 2025 Bonds of such maturity shall be selected at random by the Paying Agent, as trustee, in such manner as the Paying Agent, as trustee, in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2025 Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2025 Bonds for redemption or purchase, the Paying Agent, as trustee shall treat each such Series 2025 Bond as representing that number of Series 2025 Bonds of $5,000 denomination and integral multiples thereof which is obtained by dividing the principal amount of such Series 2025 Bond to be redeemed or purchased in part by $5,000.

Notice of Redemption

Unless waived by any Holder of the Series 2025 Bonds to be redeemed, notice of any optional redemption made pursuant to the Bond Resolution shall be given by the Paying Agent, as registrar, on behalf of CFX by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 20 days prior to the date

fixed for redemption to each Holder of the Series 2025 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of the Series 2025 Bonds to be redeemed, nor any failure to give such notice, shall in any manner defeat the effectiveness of a call for optional redemption as to all other Holders of the Series 2025 Bonds to be redeemed.

Every official notice of optional redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Series 2025 Bonds to be redeemed, (c) if less than all outstanding Series 2025 Bonds are to be redeemed, the number (and, in the case of partial redemption of any Series 2025 Bond, the principal amount) of each Series 2025 Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Series 2025 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (e) that such Series 2025 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price plus accrued interest at the office of the Paying Agent.

In addition to the foregoing notice, further notice shall be given by CFX as set out below (provided however, the provisions of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by CFX of its right to optionally redeem the Series 2025 Bonds) but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Series 2025 Bonds being redeemed; (ii) the original issue date of the Series 2025 Bonds; (iii) the rate of interest borne by each Series 2025 Bond being redeemed; (iv) the maturity date of each Series 2025 Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Series 2025 Bonds being redeemed.

(b) Each further notice of redemption shall be sent by registered or certified mail or overnight delivery service or telecopy to any Rating Agency whose rating is then on the Series 2025 Bonds, to the issuer of any Bond Credit Facility and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Series 2025 Bonds consist (such depositories now being Depository Trust Company of New York, New York ("DTC"), Midwest Securities Trust Company of Chicago, Illinois, and the Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of prepayment or redemption of obligations such as the Series 2025 Bonds.

(c) Each such further notice shall be published one time in The Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Holders of the Series 2025 Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Series 2025 Bonds.

So long as DTC is effecting book-entry transfers of the Series 2025 Bonds, the Paying Agent shall provide the redemption notices referenced above only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2025 Bond to notify the beneficial owner of the Series 2025 Bond so affected, shall not affect the validity of the redemption of such Series 2025 Bond.

Any notice of optional redemption given pursuant to the provisions stated above or the Bond Resolution may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of the Series 2025 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Purchase in Lieu of Optional Redemption. Notwithstanding anything in the Bond Resolution to the contrary, at any time the Series 2025 Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Series 2025 Bonds to be redeemed as specified in the notice of redemption may be purchased by the Paying Agent, as trustee, at the direction of CFX, on the date which would be the redemption date if such Series 2025 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2025 Bonds on the redemption date for the account of and at the direction of CFX who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025 Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2025 Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2025 Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2025 Bonds if such Series 2025 Bonds had been redeemed rather than purchased. Each Series 2025 Bond so

purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2025 Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

Book-Entry Only System

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2025A Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CFX as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose

accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from CFX or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Registrar, the Paying Agent or CFX, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CFX and/or the Paying Agent for the Series 2025 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

CFX, the Trustee, the Paying Agent and the Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant, (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of an interest on the Series 2025 Bonds, (3) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Bondholders, or (4) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholders.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CFX believes to be reliable, but CFX takes no responsibility for the accuracy thereof.

Discontinuance of Book-Entry Only System

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to CFX. Under such circumstances, in the event that a successor securities depository is not obtained, the Series 2025 Bond certificates are required to be printed and delivered directly to the Beneficial Owners of the Series 2025 Bonds, or their nominees.

CFX may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) upon compliance with all applicable rules and procedures. In that event, the Series 2025 Bond certificates will be printed and delivered.

So long as Cede & Co. is the Registered Owner of the Series 2025 Bonds, as nominee of DTC, references in this Official Statement to the Bondholders of Series 2025 Bonds or Registered Owners of the Series 2025 Bonds shall mean Cede & Co., and shall not mean the Beneficial Owners of the Series 2025 Bonds.

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SECURITY FOR THE SERIES 2025 BONDS

General

The Series 2025 Bonds are payable from and secured by a pledge of and lien on System Pledged Revenues, which currently consists of, among other things, Net Revenues and until applied in accordance with the provisions of the Bond Resolution, amounts on deposit in certain of the funds and accounts established under the Bond Resolution. See "SECURITY FOR THE SERIES 2025 BONDS - Net Revenues" herein.

The pledge of and lien on the System Pledged Revenues securing the Series 2025 Bonds is on a parity with the pledge thereof and lien thereon securing the other Outstanding Parity Bonds, any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds, if any. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Senior Obligations" herein.

The Bond Resolution permits CFX to pledge Supplemental Payments (as defined therein) as additional security for the payment of one or more Series of Bonds to the extent System Pledged Revenues (and if pledged to a particular Series of Bonds, Series Payments), are insufficient therefor. See the definition of "Supplemental Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Supplemental Payments. However, no such Supplemental Payments are currently pledged to the payment of the Series 2025 Bonds or any Outstanding Parity Bonds.

The Bond Resolution also permits CFX to pledge additional revenue sources as System Payments which shall constitute a portion of the System Pledged Revenues; however, no such System Payments are currently pledged to the payment of the Series 2025 Bonds or any other Bonds. See the definition of "System Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute System Payments and to be included as part of the System Pledged Revenues.

Pursuant to the Bond Resolution, a particular Series of Bonds may also be secured by a pledge of Series Payments. See the definition of "Series Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Series Payments. There are no Series Payments currently pledged to the payment of the Series 2025 Bonds or any other Bonds.

Certain of the Outstanding Parity Bonds and the Series 2025 Bonds, are also secured by and payable from monies in the respective subaccount within the Debt Service Reserve Account related to such Series of Bonds and various funds and accounts created pursuant to the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a description of such funds and accounts. See "SECURITY FOR THE SERIES 2025 BONDS - Debt Service Reserve Account" herein for a description of the Debt Service Reserve Account and the Common Reserve Subaccount therein.

Net Revenues

Net Revenues pledged to the payment of principal of and interest on the Series 2025 Bonds are derived by deducting from the Gross Revenues of the System, the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses. The Bond Resolution defines "Gross Revenues" as (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of CFX from the leasing or operation of the System, (2) investment income received on any amounts held pursuant to the Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the System. "Gross Revenues" do not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to the Bond Resolution), payments pursuant to a Bond Letter of Credit, payments pursuant to a Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to CFX from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein.

Debt Service Reserve Account

The Series 2025 Bonds will be secured by the Central Florida Expressway Authority Common Reserve Subaccount (the "Common Reserve Subaccount"), a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution and held by the Paying Agent.

The Common Reserve Subaccount was initially funded with a deposit of Series 2018 Bond proceeds in an amount equal to the Debt Service Reserve Requirement for the Series 2018 Bonds ($14,469,000.00), and subsequently funded with a deposit of Series 2019 Bond proceeds in an amount equal to the Debt Service Reserve Requirement for the Series 2019 Bonds ($36,585,406.26) and a deposit of Series 2024 Bond proceeds in an

amount equal to the Debt Service Reserve Requirement for the Series 2024 Bonds ($22,100,776.72).

On the date of issuance of the Series 2025 Bonds, CFX will use Series 2025 Bond proceeds to fund a deposit to the Common Reserve Subaccount in an amount equal to $_____. After such deposit of Series 2025 Bond proceeds, the total amount on deposit in the Common Reserve Subaccount, including accumulated investment earnings, will be equal to the aggregate Debt Service Reserve Requirement for the Series 2018 Bonds, Series 2019 Bonds, Series 2024 Bonds and Series 2025 Bonds ($_____). Amounts deposited in the Common Reserve Subaccount are pledged to secure the repayment of the Series 2018 Bonds, the Series 2019 Bonds, the Series 2024 Bonds, the Series 2025 Bonds and any Additional Bonds issued in the future by CFX and designated by CFX from time to time as being secured by the Common Reserve Subaccount. Deposits into and application of amounts in the Common Reserve Subaccount shall be in accordance with the Master Bond Resolution. Draws from the Common Reserve Subaccount shall be restored from the first System Pledged Revenues available to CFX after all required payments have been made to the Interest Account, the Principal Account and the Bond Redemption Account.

All other money and Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account, or subaccounts therein, shall secure the corresponding Series of Outstanding Parity Bonds as provided in the Bond Resolution and do not secure the Series 2025 Bonds. Unless the authorizing resolution for any Series of Bonds provides for the funding of the Debt Service Reserve Account in installments as permitted by the Bond Resolution, the Debt Service Reserve Account shall be fully funded immediately upon the issuance of such Series of Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B for the provisions concerning the funding of the Debt Service Reserve Account.

CFX has made deposits of cash and/or purchased Reserve Account Credit Facilities from various providers in connection with the funding of the Debt Service Reserve Requirement for each Series of Outstanding Parity Bonds outstanding except the Series 2020A Bond. The Bond Resolution does not require minimum ratings for providers of Reserve Account Credit Facilities. The Debt Service Reserve Requirement for the Series 2016A Bonds was funded with a Reserve Account Credit Facility and the 2016A Reserve Subaccount secures the repayment of the Series 2016A Bonds only. The Debt Service Reserve Requirement for the Series 2016B Bonds was funded with a combination of cash and a Reserve Account Credit Facility and the 2016B Reserve Subaccount secures the repayment of the Series 2016B Bonds only. The Debt Service Reserve Requirement for the Series 2017 Bonds was funded with a combination of cash

and a Reserve Account Credit Facility and the 2017 Reserve Subaccount secures the repayment of the Series 2017 Bonds only. The Debt Service Reserve Requirement for the Series 2021 Bonds was funded with a Reserve Account Credit Facility and the 2021 Reserve Subaccount secures the repayment of the Series 2021 Bonds only. The Debt Service Reserve Requirement for the Series 2021D Bonds was funded with a Reserve Account Credit Facility and the 2021D Reserve Subaccount secures the repayment of the Series 2021D Bonds only. The Series 2020A Bond is not secured by any amounts or Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account.

Limited Obligations

The Series 2025 Bonds and all obligations under the Bond Resolution are limited obligations of CFX payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments or Series Payments hereafter pledged to the payment of the Series 2025 Bonds and earnings on funds held in certain funds and accounts, as respectively provided in the Bond Resolution.

NONE OF THE STATE OF FLORIDA, BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON, THE SERIES 2025 BONDS AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS. NO OWNER OF ANY OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE SERIES 2025 BONDS. CFX HAS NO TAXING POWER. THE SERIES 2025 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

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MUNICIPAL BOND INSURANCE

CFX has received a commitment from [_____] (the "Insurer"), for the issuance of a municipal bond insurance policy on all or a portion of the Series 2025 Bonds (the "Policy"). The determination as to whether to purchase such insurance, if available, and payment of all associated costs, including the premium charged by the Insurer, will be at the option and expense of CFX at the time of pricing the Series 2025 Bonds. If any portion of the Series 2025 Bonds is sold on an insured basis, reference to the Policy will appear in the final Official Statement and on the Series 2025 Bonds; however, the provisions of the financing documents will not be altered, nor will CFX consent to make additional representations, undertakings or warranties. See "BOND INSURANCE RISK FACTORS" herein.

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SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION

Toll Provisions

Toll Covenant. Pursuant to the Bond Resolution, CFX covenants that, except as described below in this section under "Adjustments and Classifications of Tolls; Free Passage," it will at all times charge and collect or cause to be charged and collected, tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than as shall be required so that:

(a) System Pledged Revenues, plus Supplemental Payments, if any, in an amount not to exceed the aggregate Annual Debt Service Requirement for such Fiscal Year for all Series of Bonds to which such Supplemental Payments are pledged, in each Fiscal Year will be sufficient to make deposits required to be made into the Debt Service Reserve Account pursuant to the Bond Resolution and shall equal at least 120% of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then outstanding; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than 120% of the Annual Debt Service Requirement with respect to all Bonds then outstanding; and

(b) Gross Revenues shall be sufficient to pay all payments required by the terms of the Bond Resolution including:

(i) 100% of the Cost of Operation during such Fiscal Year as provided in the Annual Budget of CFX for such year prepared in conformity with the Bond Resolution;

(ii) 100% of the Administrative Expenses of CFX, as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution;

(iii) 100% of the Cost of Maintenance during such Fiscal Year as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution; and

(iv) 100% of the required deposits to the OM&A Reserve Account in such Fiscal Year.

(c) System Pledged Revenues for each Fiscal Year shall be sufficient to pay 100% of:

(i) deposits and payments required pursuant to the Bond Resolution;

(ii) deposits and payments required pursuant to any resolution, indenture or other authorizing instrument under which any obligations of CFX secured by a pledge of the System Pledged Revenues junior and subordinate to the Bonds are issued; and

(iii) the Renewal and Replacement Requirement.

The definition of "Annual Debt Service Requirement" provides for certain credits against debt service and assumptions in calculating debt service on Bonds with respect to interest earnings, capitalized interest, Series Payments, Qualified Swap Payments and inverse floating rate bonds. See the definition of "Annual Debt Service Requirement" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

Failure in any Fiscal Year to comply with the rate covenant described in the Bond Resolution shall not constitute an Event of Default under the Bond Resolution if CFX complies with the requirements of the Bond Resolution with respect to annual review of the financial condition of the System and the sufficiency of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments and implementation of schedules of tolls and other rates and charges recommended by an Independent Consultant; provided that if an Independent Consultant shall be of the opinion that a schedule of tolls and other rates and charges for the System which would meet such rate covenant is impracticable at the time, and CFX therefore cannot comply with such requirements, then CFX shall fix and establish such tolls and other rates and charges as to be recommended by an Independent Consultant to comply as nearly as practicable with such rate covenant, and in such event, failure to comply with the rate covenant will not be an Event of Default under the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A.

In addition to the foregoing, CFX is bound by certain covenants under the Junior TIFIA Loan Agreement regarding tolls rates and related coverage ratios which are similar to the above-described covenants under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Rate Coverage" herein for a description of such toll covenants under the Junior TIFIA Loan Agreement.

Reduction of Tolls. Except as described below in this section under "Adjustments and Classification of Tolls; Free Passage," CFX also covenants in the Bond Resolution not to reduce any rate of toll fixed for transit over the System unless, it shall first obtain or certify as follows in connection with any action of CFX authorizing such reduction: (a) CFX shall have obtained a certificate of an Independent Consultant setting forth estimates of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments pledged to the Bonds for the then current and each future Fiscal Year to and including the latest maturity of the Bonds, which may take into consideration, among other things, the additional use of the System projected to result from such reduction in

the rate of tolls; (b) CFX shall have received a favorable recommendation from an Independent Consultant that such proposed reduction be placed in effect, (c) approval by the Department, if applicable, and (d) CFX has filed with the Department, if applicable, a certificate of an Authorized Officer of CFX setting forth (i) the Annual Debt Service Requirement for the then current and each future Fiscal Year, (ii) that the estimated System Pledged Revenues for the then current and each future Fiscal Year are not less than 1.50 times the Annual Debt Service Requirement for such respective current or future Fiscal Year, (iii) that CFX is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, and (iv) that immediately prior to such proposed reduction, the amount on deposit in the Debt Service Reserve Account was equal to the Debt Service Reserve Requirement with respect to the Bonds. The certificate of an Independent Consultant referenced above is to be based, in part, on estimates of the Cost of Operation, the Cost of Maintenance, deposits to the OM&A Reserve Account and the Administrative Expenses of CFX for the System prepared by CFX and certified by an Authorized Officer of CFX.

Adjustments and Classification of Tolls; Free Passage. CFX covenants in the Bond Resolution that tolls will be classified in a reasonable way to cover all traffic, so that tolls will be uniform in application to all traffic falling within any reasonable class regardless of status or character of any person, firm or corporation participating in the traffic, except that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Bond Resolution. CFX may increase toll rates at any time and, with the approval of the Department with respect to those portions of the System for which the Department pays the Cost of Operation, increase the number of toll gates at any time upon recommendation of an Independent Consultant. CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided that such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the respective toll covenants in the Bond Resolution. For a discussion of CFX's current program of toll volume discounts, see "SYSTEM REVENUES - Discount Programs" herein.

CFX further covenants in the Bond Resolution that they will not allow or permit any free use of the toll facilities of the System except to officials or employees of CFX and the Department engaged in official business of CFX and the Department, or law enforcement officers, or emergency vehicles while in the discharge of their official duties, or except as required by existing law. See "SYSTEM REVENUES - Toll Suspension" herein.

Issuance of Senior Obligations

CFX covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds

from the System Pledged Revenues and Supplemental Payments, nor shall it voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to the lien of the Bonds issued pursuant to the Bond Resolution. CFX further covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations except upon the conditions and in the manner provided in the Bond Resolution, payable on a parity from the System Pledged Revenues and Supplemental Payments, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge payable on a parity basis with the lien of the Bonds issued pursuant to the Bond Resolution and the interest thereon, upon any of the System Pledged Revenues and Supplemental Payments. Notwithstanding the foregoing, CFX may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by the Bond Resolution provided such obligations contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to the Bond Resolution as to lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

Additionally, the Junior TIFIA Loan Agreement imposes certain conditions on the issuance of such senior obligations and the creation of any additional lien rights outside of the Bond Resolution and the Master Junior Lien Bond Resolution, adopted by CFX on March 12, 2015 with respect to its Junior Lien Bonds (as supplemented from time to time, the "Master Junior Lien Bond Resolution") with respect to System Pledged Revenues. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for more complete statement of the terms and conditions related to senior obligations under the Junior TIFIA Loan Agreement.

Issuance of Parity Bonds

CFX may issue Parity Bonds (a) for the purpose of financing System Projects, either alone or jointly with other persons, public bodies or private bodies, (b) for the purpose of financing Non-System Projects, either alone or jointly with other persons, public bodies or private bodies, (c) for the purpose of refunding Outstanding Bonds, (d) for the purpose of completing any System Project for which Bonds have been previously issued pursuant to the Bond Resolution, or (e) for the purpose of refunding subordinated indebtedness.

Except with respect to Refunding Bonds and Completion Bonds, no such Parity Bonds shall be issued unless the following, among other conditions, are complied with:

(a) The amount of the System Pledged Revenues and any Supplemental Payments received or available during the immediately preceding Fiscal Year or any 12 consecutive calendar months selected by CFX out of the 15 consecutive calendar months immediately preceding the issuance of said Parity Bonds, adjusted as described in the

Bond Resolution, as verified by the Verification Agent, equaled at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued.

The System Pledged Revenues calculated pursuant to this paragraph (a) may be adjusted, at the option of CFX, if CFX, prior to the issuance of the proposed Parity Bonds, has increased the tolls for transit over the toll facilities of the System. The Net Revenues for the 12 consecutive months out of the 15 months immediately preceding the issuance of said Parity Bonds, shall be adjusted, based upon a certificate of an Independent Consultant, showing the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased tolls of the System had been in effect during all of such 12 consecutive months.

(b) (i) If CFX is constructing or acquiring a System Project from the proceeds of such Parity Bonds and assuming, except as described below, that the toll rates and charges in effect at the time of issuance of such Parity Bonds will be the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by an Independent Consultant to be derived during ten full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Bonds secured by such Supplemental Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments been in effect) during any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation, will be equal to at least 120% of the corresponding Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of such Annual Debt Service Requirement. Any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by an Independent Consultant pursuant to this subparagraph (i) only if CFX has established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments to be included shall be equal to the amount of such System Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment been in effect) in any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation.

(ii) System Pledged Revenues for the System, plus Supplemental Payments pledged to the Bonds for the preceding Fiscal Year or for 12 consecutive months of the preceding 15 months, must equal at least the Maximum Annual Debt Service Requirement. In calculating the System Pledged Revenues for purposes of this paragraph only, such System Pledged Revenues may be adjusted as follows:

(A) If a toll increase has been adopted for the System prior to the issuance of the proposed Parity Bonds, the System Pledged Revenues may be adjusted, based on a certificate of an Independent Consultant to show the System Pledged Revenues which would have been derived from said System in such 12 consecutive months as if such tolls of said System had been in place during all of such 12 consecutive months; and

(B) Such System Pledged Revenues for the System may also be estimated by an Independent Consultant for the first full Fiscal Year of operation of the System Project to be financed from the proposed Parity Bonds. Such projection, as certified by an Independent Consultant, may not be for a Fiscal Year which exceeds three full Fiscal Years beyond the year of issuance of such Parity Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A for a more complete statement of the terms and conditions for the issuance of Parity Bonds, including the conditions for the issuance of Parity Bonds for purposes of financing Non-System Projects.

As previously described herein, CFX is bound by additional covenants regarding the issuance of Parity Bonds pursuant to the Junior TIFIA Loan Agreement. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a discussion of the limitations thereunder.

Issuance of Refunding Bonds and Completion Bonds

CFX may issue Refunding Bonds and Completion Bonds under the Bond Resolution payable on a parity with the Outstanding Bonds in the manner and upon compliance with the conditions set forth under "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" herein, except that CFX need not comply with the provisions of sub-paragraph (b)(i) and (ii) thereunder nor the requirements under the Bond Resolution relating to a supplemental Lease-Purchase Agreement, System Payments, Series Payments and Supplemental Payments nor the delivery of a certificate of an Authorized Officer and a certificate of the Independent Consultant. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A for a more complete discussion of the requirements for the issuance of Refunding Bonds and Completion Bonds.

Notwithstanding the foregoing, the Junior TIFIA Loan Agreement requires that, and prior to the issuance of any Completion Bonds, CFX comply with certain additional requirements as stated therein including the provisions of sub-paragraph (b)(i) discussed in the immediately preceding paragraph and excepted under the Bond Resolution.

Qualified Swap Agreements

The Bond Resolution permits CFX to enter into or terminate one or more Qualified Swap Agreements with respect to one or more Series of Bonds. Qualified Swap Payments payable by CFX under any such agreement will be payable from the Interest Account on a parity with interest payments with respect to Bonds. Certain termination fees and payments associated with the Qualified Swap Agreements will be subordinate to the payment of the Bonds and Qualified Swap Payments. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A.

Additionally, the Junior TIFIA Loan Agreement provides that, during the term of the Junior TIFIA Loan, with respect to any Parity Bonds or Junior Lien Bonds bearing interest at a variable rate issued after March 25, 2015, CFX shall have in full force and effect a Qualified Swap Agreement with a stated maturity date not earlier than the final maturity date of the related Parity Bond or Junior Lien Bond, as applicable. See "JUNIOR TIFIA LOAN AGREEMENT - Swap Covenants Under Junior TIFIA Loan Agreement" herein for a discussion of such requirements.

As of the date hereof, CFX does not have outstanding variable rate indebtedness or Qualified Swap Agreements.

Flow of Funds

Pursuant to the Bond Resolution, the entire Gross Revenues derived from the operation of the System shall be collected by CFX, or its agents, and, to the extent practicable, deposited daily in the System General Revenue Fund. Upon the pledging of any System Payments, there shall also be created in the System General Revenue Fund a separate account designated the "System Payments Account." Funds on deposit in the System General Revenue Fund and the System Payments Account will constitute System Pledged Revenues under the Bond Resolution.

In addition to the System General Revenue Fund and the accounts thereunder, the following funds and accounts shall be continued and maintained under the Bond Resolution so long as Bonds are Outstanding and shall constitute funds and accounts established under the Bond Resolution:

(a) The "Expressway System Operation, Maintenance and Administrative Expenses Fund" (the "OM&A Fund"). There are also created four separate accounts in

the OM&A Fund to be known as the "Cost of Operation Account," the "Cost of Maintenance Account," the "Administrative Expenses Account" and the "OM&A Reserve Account."

(b) The "Expressway System General Reserve Fund" (the "System General Reserve Fund").

(c) The "Expressway System Renewal and Replacement Fund" (the "Renewal and Replacement Fund").

(d) The "Expressway System Projects Fund" (the "System Projects Fund").

In addition to the foregoing, the following funds and accounts are created by the Bond Resolution for the benefit of outstanding Bonds:

(a) The "Expressway System Sinking Fund" (the "Sinking Fund") and four separate accounts therein to be known as the "Interest Account," the "Principal Account," the "Bond Redemption Account," and the "Debt Service Reserve Account."

(b) The "Expressway System Series Payment Fund" (the "Series Payment Fund") provided that a Series of Bonds to which Series Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Series Payment Fund are also authorized.

(c) The "Expressway System Supplemental Payments Fund" (the "Supplemental Payments Fund") provided that a Series of Bonds to which Supplemental Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Supplemental Payments Fund are also authorized.

(d) The "Expressway System Construction Fund" (the "Construction Fund"). CFX may by Supplemental Authorizing Resolution establish individual Construction Accounts for particular Series of Bonds issued pursuant to such Supplemental Authorizing Resolution. The Thirty-Second Supplemental Resolution creates a Series 2025 Construction Account within the Construction Fund into which a portion of the proceeds of the Series 2025 Bonds will be deposited and applied to finance a portion of the 2024 System Projects. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

(e) The "Expressway System Rebate Fund" (the "Rebate Fund"). CFX may, by Supplemental Authorizing Resolution, establish individual Rebate Accounts for particular Series of Bonds.

(f) Such other funds, accounts, or sub-accounts as CFX shall determine pursuant to a Supplemental Authorizing Resolution.

The amounts on deposit in the funds and accounts created by or continued under the Bond Resolution including, but not limited to, the System General Revenue Fund, the OM&A Fund, the System General Reserve Fund, the System Projects Fund and the Renewal and Replacement Fund shall constitute System Pledged Revenues, and trust funds for the purposes provided in the Bond Resolution, and for the purposes of accounting are required to be kept separate and distinct from all other funds of CFX and used only for the purposes and in the manner provided for in the Bond Resolution. The Sinking Fund and the accounts therein are required to be held pursuant to the Bond Resolution by a trustee. The Supplemental Payments Fund and the accounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Payments.

All System Payments shall be deposited by CFX into the System Payments Account in the System General Revenue Fund immediately upon receipt thereof. All Series Payments shall be deposited by CFX into the Series Payments Fund (or if established, the applicable subaccount therein) immediately upon receipt thereof.

Amounts at any time remaining on deposit in the System General Revenue Fund and the System Gross Revenue Account shall be applied in accordance with the provisions of the Bond Resolution.

The following diagram presents a summary of the application of Gross Revenues, System Payments, Series Payments and Supplemental Payments to the various funds and accounts as provided in the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "THIRTY-SECOND SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B for a complete description of the application of such funds under the Bond Resolution.

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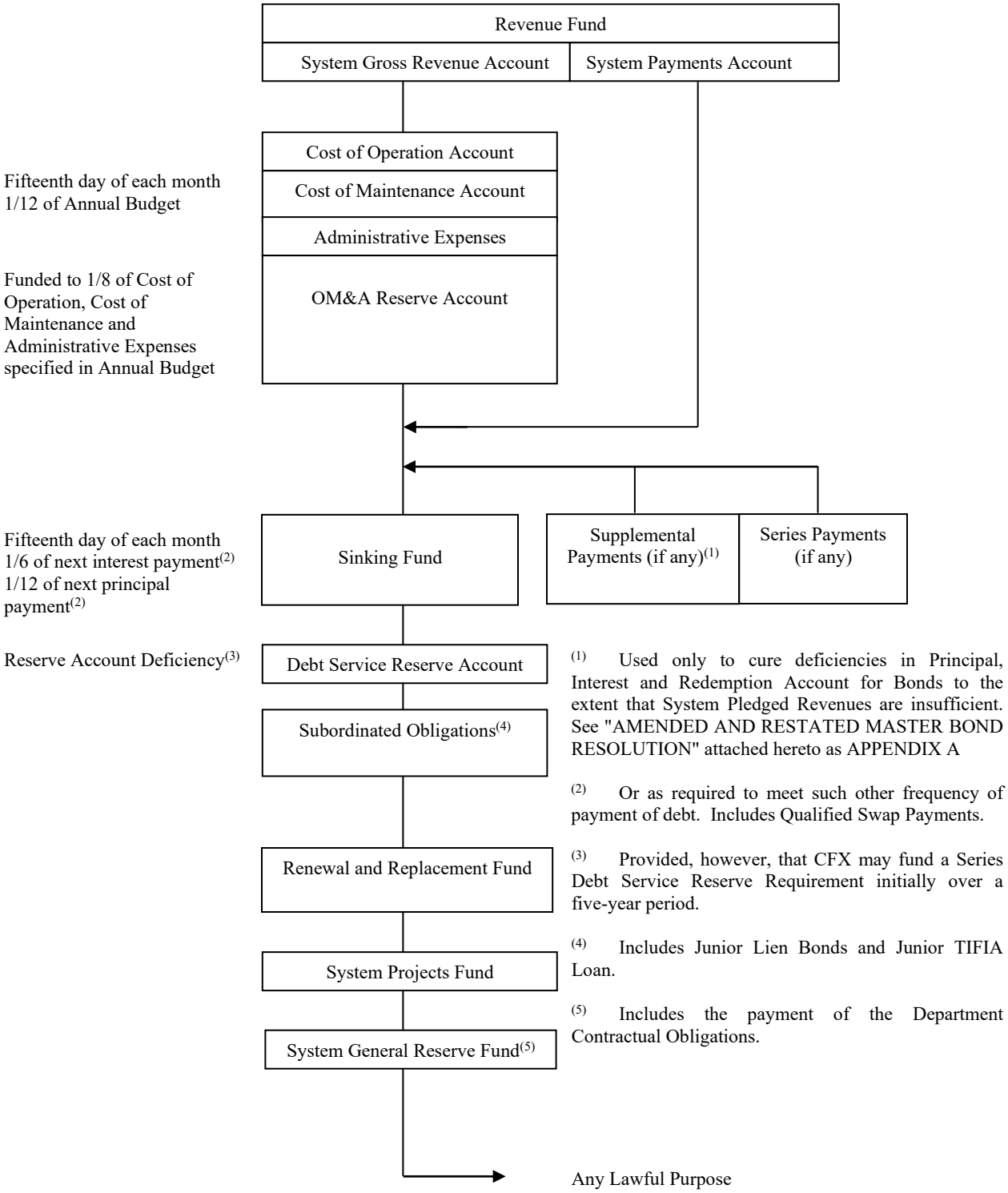
Flow of Funds Diagram



(1) Used only to cure deficiencies in Principal, Interest and Redemption Account for Bonds to the extent that System Pledged Revenues are insufficient. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A

(2) Or as required to meet such other frequency of payment of debt. Includes Qualified Swap Payments.

(3) Provided, however, that CFX may fund a Series Debt Service Reserve Requirement initially over a five-year period.

(4) Includes Junior Lien Bonds and Junior TIFIA Loan.

(5) Includes the payment of the Department Contractual Obligations.

SYSTEM FINANCING

Bonded Indebtedness

The following table summarizes CFX's Outstanding Parity Bonds (Senior Lien) and other outstanding subordinated indebtedness (Junior Lien) prior to the issuance and delivery of the Series 2025 Bonds.

[TO BE UPDATED POST DEFEASANCE]

Bonded Indebtedness	Purpose	Outstanding Par Amount	Call Date	Final Maturity
Senior Lien				
Series 2016A Bonds	Refunded certain Bonds	$103,260,000	7/1/2026	7/1/2037
Series 2016B Bonds	Refunded certain Bonds	378,480,000	7/1/2026	7/1/2040
Series 2017 Bonds	Refunded certain Bonds	303,265,000	7/1/2027	7/1/2042
Series 2018 Bonds	Funded a portion of the Five-Year Work Plan	195,130,000	7/1/2028	7/1/2048
Series 2019A Bonds	Financed purchase and acquisition of the Poinciana Parkway (SR538)	116,635,000	7/1/2029	7/1/2049
Series 2019B Bonds	Funded a portion of the Five-Year Work Plan	398,700,000	7/1/2029	7/1/2049
Series 2020A Bond	Refunded certain Bonds	94,425,000	Currently Callable[(1)]	7/1/2032
Series 2021 Bonds	Refunded certain Bonds and terminated certain Qualified Swap Agreements	530,300,000	7/1/2031	7/1/2040
Series 2021D Bonds	Funded a portion of the Five-Year Work Plan	198,435,000	7/1/2031	7/1/2035
Series 2024A Bonds	Funded a portion of the Five-Year Work Plan	143,490,000	7/1/2034	7/1/2054
Series 2024B Bonds	Funded a portion of the Five-Year Work Plan	215,605,000	7/1/2034	7/1/2035
Sub-Total		$2,677,725,000		
Junior Lien				
Junior TIFIA Loan	Financed a portion of the costs of the Wekiva Parkway (SR 429)	$202,901,038[(2)]	Currently Callable	7/1/2049
Sub-Total		$202,901,038		
TOTAL		$2,880,626,038		

(1) Subject to Make Whole redemption provisions.
(2) Principal outstanding exceeds the initial par amount as accrued interest is included and repaid as additional principal.
Source: CFX

Estimated Annual Debt Service

The following table presents the estimated annual debt service obligations of CFX on the Outstanding Parity Bonds prior to the issuance and delivery of the Series 2025 Bonds. **[**TO BE UPDATED POST DEFEASANCE**]**

Estimated Annual Debt Service*

Year Ending June 30	Outstanding Parity Bonds[1,2]	Series 2025 Bonds		Total Annual Debt Service
		Principal*	Interest	
2026	$237,880,601	$	$	$
2027	237,466,587			
2028	237,428,792			
2029	227,779,358			
2030	228,078,366			
2031	233,954,065			
2032	227,757,009			
2033	230,315,356			
2034	226,734,606			
2035	227,221,606			
2036	199,386,856			
2037	198,527,775			
2038	200,056,825			
2039	200,652,425			
2040	199,639,400			
2041	99,858,750			
2042	99,860,750			
2043	60,524,500			
2044	60,520,250			
2045	60,524,750			
2046	60,520,813			
2047	60,524,719			
2028	60,530,906			
2049	46,058,719			
2050	9,476,250			
2051	9,475,000			
2052	9,475,250			
2053	9,476,000			
2054	9,476,250			
Total	$4,195,752,535	$	$	$

* Preliminary, subject to change.
(1) Estimated debt service on the Outstanding Parity Bonds.
(2) Per the Bond Resolution, amounts due on July 1 of any year are included in the previous Fiscal Year.
Numbers may not add due to rounding.
Source: Prepared by PFM Financial Advisors LLC and approved by CFX.

JUNIOR TIFIA LOAN AGREEMENT

General

Pursuant to the Junior TIFIA Loan Agreement, the TIFIA Lender extended the Junior TIFIA Loan to CFX in an amount not to exceed approximately $193.7 million. The proceeds of the Junior TIFIA Loan were fully drawn and applied to the payment, reimbursement or refinancing of certain costs of the Wekiva Parkway project. The Junior TIFIA Loan is secured by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution in favor of the Outstanding Parity Bonds and any Parity Bonds issued in the future thereunder. The Junior TIFIA Loan Agreement and all other TIFIA loan documents are currently in full force and effect and CFX is in full compliance with the terms thereof. See "SYSTEM FINANCING - Bonded Indebtedness" herein.

The following is a brief summary of certain terms of the Junior TIFIA Loan Agreement which may, under certain circumstances, affect the rights of the Holders of the Series 2025 Bonds.

Events of Default and Remedies

Events of Default.

The Junior TIFIA Loan Agreement specifies various events constituting events of default thereunder, including but not limited to:

(a) *Payment Default.* CFX fails to pay any of the principal amount of or interest on the Junior TIFIA Loan, when due.

(b) *Covenant Default.* CFX fails to observe or perform any covenant, agreement or obligation of CFX under the Junior TIFIA Loan Agreement, or any other TIFIA loan document, and such failure is not cured within 30 days after receipt by CFX from the TIFIA Lender of written notice thereof.

(c) *Acceleration of Bonds or Other Material Indebtedness.* Any acceleration shall occur of the maturity of any Bonds, or junior lien obligations under the Master Junior Lien Bond Resolution or of any other indebtedness of CFX, in an aggregate principal amount equal to or greater than $1 million.

(d) *Cross Default*.

(i) Any of the representations, warranties or certifications of CFX made in or delivered pursuant to the documents under which certain indebtedness shall be created, shall prove to be false or misleading in any

material respect, or any default shall occur in respect of the performance of any covenant, agreement or obligation of CFX under such documents, if the effect of such default shall permit the immediate acceleration of the maturity of any or all of such indebtedness.

(ii) CFX shall fail to pay principal of, or interest on any bond, note, certificate, warrant, lease, contract or other financial obligation or security of CFX that is not secured, in whole or in part, by a lien on the System Pledged Revenues, as and when such amounts become due and payable.

(e) *Judgments.* One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 and not otherwise covered by insurance shall be rendered against CFX and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of CFX to enforce any such judgment.

Remedies.

Whenever any event of default under the Junior TIFIA Loan Agreement has occurred and is continuing, in addition to the other remedies otherwise described therein, the TIFIA Lender:

(a) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid under the Junior TIFIA Loan Agreement or any other TIFIA loan documents;

(b) may prosecute any such judgment or final decree against CFX and collect in the manner provided by law out of the property of CFX the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Master Junior Lien Bond Resolution;

(c) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by CFX under the Junior TIFIA Loan Agreement or the other TIFIA loan documents then due and thereafter to become due; and

(d) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Master Junior Lien Bond Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

Issuance of Additional Indebtedness

In addition to certain limitations imposed by the Bond Resolution and discussed hereinafter, CFX has covenanted in the Junior TIFIA Loan Agreement that, except for certain types of permitted debt as described therein, including Parity Bonds ("Permitted Debt"), CFX must receive prior written consent of the TIFIA Lender to issue or incur indebtedness of any kind; provided, that CFX shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an event of default under the Junior TIFIA Loan Agreement. The Junior TIFIA Loan Agreement requires that prior to the issuance by CFX of any Permitted Debt, including Parity Bonds and Junior Lien Bonds, it must comply with certain conditions precedent listed therein, including, but not limited to, securing the TIFIA Lender's consent to the issuance of such Debt or certifying compliance with certain requirements and financial ratios listed therein. The applicability of specific conditions precedent is based on the type of Permitted Debt proposed to be issued, and in certain circumstances may affect CFX's ability to issue debt under the Bond Resolution, the Master Junior Lien Bond Resolution, or otherwise. The definition of Permitted Debt under the Junior TIFIA Loan Agreement allows for the issuance of Additional Bonds, including the Series 2025 Bonds, by CFX pursuant to certain conditions specified therein.

See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein for a description of the aforementioned additional limitations on additional indebtedness under the Bond Resolution.

Swap Covenants Under Junior TIFIA Loan Agreement

CFX has covenanted in the Junior TIFIA Loan Agreement to comply with certain requirements pertaining to interest rate exchange agreements, including, but not limited to the following:

(a) With respect to variable rate Parity Bonds issued after March 25, 2015 and at all times when the Junior TIFIA Loan is outstanding, CFX shall have in full force and effect floating-to-fixed interest rate protection agreements (defined individually therein as a "Qualified Hedge") with an aggregate notional amount of not less than 98% and not more than 102% of the aggregate principal amount of such Bonds projected by CFX from time to time to be outstanding during the term of the Junior TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of such related Bonds.

(b) Each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by CFX. CFX's payment and termination obligations under such Qualified Hedges shall be from the sources and in the

priority specified in the Bond Resolution. CFX shall ensure that, as of the day following the termination date of any Qualified Hedge, either (i) a subsequent Qualified Hedge is in full force and effect to the extent any such Bonds, bear interest at a variable interest rate, or (ii) such variable rate Bonds have been converted to a fixed rate, in each case in accordance with the Junior TIFIA Loan Agreement.

(c) Other than as provided in the Junior TIFIA Loan Agreement, CFX shall neither terminate, transfer nor consent to any transfer of any existing Qualified Hedge without the TIFIA Lender's prior written consent as long as CFX is required to maintain a Qualified Hedge pursuant to the Junior TIFIA Loan Agreement; and

(d) Notwithstanding the foregoing, CFX's affirmative covenants under the Junior TIFIA Loan Agreement related to Qualified Hedges shall not apply to (i) any Qualified Swap Agreements with respect to Outstanding Parity Bonds that were entered into prior to March 25, 2015 and that are described in the Junior TIFIA Loan Agreement (each an "Existing Hedge"), and (ii) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided that, with respect to subclause (b), (1) the terms and conditions of any replacement Qualified Swap Agreement shall be substantially the same as the terms and conditions of the Qualified Swap Agreement related to the Existing Hedge and (ii) the counterparty to such replacement Qualified Hedge is a qualified provider under the terms of the Junior TIFIA Loan Agreement. As of the date hereof, CFX does not have outstanding variable rate indebtedness or Qualified Swap Agreements.

Junior TIFIA Loan Agreement

The Junior TIFIA Loan Agreement was attached in its entirety as an appendix to the Official Statement related to CFX's Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes") and may be accessed through the Municipal Securities Rulemaking Board's EMMA website at the following address: http://emma.msrb.org/EA731073-EA573166-EA969026.pdf. The Refunded Series 2015 Notes were repaid with proceeds of the Junior TIFIA Loan.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Introduction

The Central Florida Expressway Authority is an agency of the State of Florida created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX (the "2014 CFX Bill"), which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. On July 1, 2017, by order of House Bill 299, the geographical boundary of Brevard County was added to the area served by CFX (collectively, with the 2014 CFX Bill, the "CFX Bill"). CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola, Orange and Brevard Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the Expressway System. The Governing Board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Osceola and Seminole Counties; (b) one member appointed by the Mayor of Orange County; (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (e) the Mayor of the City of Orlando. The Florida Turnpike Enterprise ("FTE") Executive Director serves as a non-voting advisor.

CFX is responsible for the planning, design, construction and operation of the "System." The Master Bond Resolution defines the "Expressway System" or "System" as the entire Orlando-Orange County Expressway (now Central Florida Expressway) System in existence on the date of adoption of the Master Bond Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions or improvements to the System as contemplated by the Master Bond Resolution or the Act, including System Projects. See "DESCRIPTION OF THE SYSTEM" herein. The Master Bond Resolution also provides that in no event shall Non-System Projects be part of the System unless such Non-System Projects shall meet the requirements of the Master Bond Resolution for conversion to a System Project. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A. Since its establishment, CFX has constructed or acquired 125 centerline miles of limited access expressways, which currently includes portions of the Martin Andersen Beachline Expressway (formerly Bee Line Expressway) (SR 528), the Spessard L. Holland East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway/Wekiva Parkway (SR 429), the John Land Apopka Expressway (SR 414), the Western Beltway Connector (SR 451), SR 453 and the Poinciana Parkway (SR 538). CFX is authorized to issue revenue bonds to finance extensions and improvements to the System under the provisions of the Act. CFX is also

constructing a new five-mile segment of the System to be known as the Lake/Orange Expressway (SR 516). For more information, see " - Funding of the Five-Year Work Plan" herein. The CFX Governing Board is responsible for setting toll policies and rates for the System in accordance with the Toll Covenant in the Master Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Toll Provisions" and "SYSTEM REVENUES - System Toll Structure" herein.

The Florida Transportation Commission is required to monitor the efficiency, productivity and management of the various transportation authorities in the State including CFX and has developed and delivered performance measures which are used to review each such transportation authority once a year.

CFX Governing Board

The current members of CFX's Governing Board, officers and terms of office are as follows:

Name	Position	CFX Governing Board Term Expires
Christopher Maier	Chairman	December 31, 2026
Buddy Dyer	Vice Chairman	At conclusion of tenure as Mayor of Orlando, Florida
Andria Herr	Treasurer	At the discretion of the Chair of the Seminole County Board of County Commissioners
Brandon Arrington	Board Member	At the discretion of the Chair of the Osceola County Board of County Commissioners
Katie Delaney	Board Member	At the discretion of the Chair of the Brevard County Board of County Commissioners
Jerry Demings	Board Member	At conclusion of tenure as Mayor of Orange County, Florida
Rafael Martinez	Board Member	December 31, 2026
Christine Moore	Board Member	At the discretion of the Mayor of the Orange County Board of County Commissioners
Sean Parks	Board Member	At the discretion of the Chair of the Lake County Board of County Commissioners
Frederick Pullum	Board Member	December 31, 2026

CFX's Governing Board operates through various standing and ad hoc committees. The Committees are composed of at least six voting members and up to nine, with six members being staff members or citizen representatives from all the jurisdictions of CFX and the rest being a citizen representative appointed by the CFX Governing Board after receiving nominations submitted by the gubernatorial Board appointees. The members of the Finance Committee should have financial management expertise in governmental accounting and experience in public finance. The Finance Committee reviews all matters related to CFX's finances and makes recommendations to CFX's Governing Board with respect to such matters. The members of the Audit Committee should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports. The Audit Committee oversees all internal and external audit functions. The members of the Right-of-Way Committee have experience in Florida eminent domain matters and possess sufficient experience in property acquisition and disposition. The Right-of-Way Committee is responsible for providing oversight and control of the property acquisition and disposition process. The members of the Operations Committee should have operations and management experience. The Operations Committee is responsible for reviewing operational information such as toll collection and violation processing functions, and to establish agency performance indicators to monitor agency operations. The Environmental Stewardship Committee is responsible for evaluating projects and programs designed to support the responsible use and protection of the natural environment through conservation and sustainable practices. The members of the Environmental Stewardship Committee should have expertise in environmental protection, conservation and restoration practices and/or sustainability programs.

CFX Management

The System is managed by an Executive Director who is appointed by CFX's Governing Board and oversees a staff of approximately 100 full-time employees.

Biographical data concerning certain key officials of CFX is set forth below.

Michelle Maikisch, Executive Director.

Michelle Maikisch, Executive Director as of March 1, 2023 has nearly 25 years of public and private transportation experience, 20 of those years working for or with CFX. Ms. Maikisch is graduate of Florida State University. In her most recent previous role with CFX, Ms. Maikisch provided policy oversight including legislative affairs, spearheaded the first performance-driven strategic business plan, executed new organizational strategies and promoted a culture of responsiveness. She serves on the Orlando Economic Partnership Board, E-ZPASS Group Executive Management

Committee and ASPIRE Policy Committee, and is a member of Women in Transportation and a graduate of Leadership Orlando.

Lisa Lumbard, Chief Financial Officer.

Lisa Lumbard, Chief Financial Officer, has been with CFX since 1998. She oversees all CFX's financial areas, including finance, accounting, budget, procurement, business opportunities and risk management. Ms. Lumbard holds Bachelor of Science Degrees in Finance and International Business from Florida State University. Ms. Lumbard is active in the Florida Government Finance and Officers' Association and the Government Finance Officers Association. Ms. Lumbard is also on the Finance Standing Committee and Investment Subcommittee for the International Bridge, Tunnel and Turnpike Association.

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

Glenn M. Pressimone, P.E., Chief of Infrastructure, has been with CFX since May 2008. He oversees all phases of design, construction, maintenance and expressway operations. Mr. Pressimone holds a Bachelor of Science degree in Civil Engineering from the State University of New York at Buffalo. Mr. Pressimone is a licensed Professional Engineer in Florida and a Past President for the Central Florida section of the American Society of Highway Engineers.

James Greer, Chief of Technology/Operations.

James Greer, Chief Technology and Operations Officer, has been with CFX since 2017. Mr. Greer previously served in the private sector for over 20 years where he held advancing roles at a global business services technology organization. He oversees the Information Technology and Operations Departments that support CFX's tolling, operations, customer service, and fulfillment systems. Mr. Greer received a Bachelor of Science degree from Cornell University.

Evelyn Wilson, Chief Administrative Officer.

Evelyn Wilson, Chief Administrative Officer, has been with CFX since 2015. She oversees all CFX's Human Resources, Succession Planning, Events and Administration. Ms. Wilson holds Bachelor of Arts Degree in Economics Business from Auburn University. She previously served in the private sector for over 20 years where she held multiple roles in several successful Central Florida organizations and had her own HR Consulting firm for 11 years.

Cristina Berrios, Esq., Deputy General Counsel.

Ms. Berrios holds a Juris Doctor, *cum laude*, from the University of Miami School of Law, as well as a Master of Public Administration and a Bachelor of Arts in

Economics from the University of Central Florida. She has significant experience advising public agencies on complex legal and operational matters, including regulatory compliance, risk management, public infrastructure (capital projects, stormwater, transportation, and utilities), development and land use, real estate, eminent domain, procurement, and federal grant management. Prior to joining CFX as Deputy General Counsel in 2024, she held in-house counsel roles with Brevard County, Orange County, and the Toho Water Authority, where she advanced strategic initiatives and delivered on agency objectives.

Pension Funding

All permanent employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, public retirement system administered by the Florida Department of Administration, Division of Retirement. Beginning in 2002, the FRS became one system with two primary plans; a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan") to provide retirement, disability, and death benefits for active members, retirees, surviving beneficiaries, and deferred retirement option program participants. Benefits under the FRS are established by Chapter 121, Florida Statutes, and Chapter 605, Florida Administrative Code. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. Benefits are computed on the basis of age, average final compensation, and service credit. Employees are classified in either the regular service class or the senior management service class for members who fill senior-level management positions. In addition, the FRS administers a deferred retirement option program ("DROP") which allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 96 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

The State of Florida issues a publicly available financial report that includes financial statements, required supplementary information for the FRS and other information including historical data regarding funding progress and actuarial values and liabilities. The most recent available report for the plan year ended June 30, 2023 may be obtained by writing the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000 or by accessing their website at http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports.

The 2024 FRS Annual Report available as mentioned in the preceding paragraph stated that as of June 30, 2024, the market value of assets for the FRS Pension Plan was approximately $198.23 billion. This reflects a 10.52% annualized investment return. The fiduciary net position as of June 30, 2024, was $198.7 billion, a 6.6% increase over

the previous year. The FRS Pension Plan is 83.7% funded on a Governmental Accounting Standards Board Statement No. 67 reporting basis.

CFX has no responsibility to the FRS other than to make the periodic payments required by Florida Statutes. Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. The Fiscal Year 2024 contribution rate for the FRS Pension Plan applied to regular employee salaries was 13.57%, including 2.00% for a post-retirement health insurance subsidy ("HIS"). The Fiscal Year 2023 contribution rate was 11.91%, which included 1.66% for HIS. The Fiscal Year 2024 contribution rate applied to senior management salaries was 34.52%, including 2.00% for HIS. The Fiscal Year 2023 contribution rate was 31.57%, which included 1.66% for HIS. The Fiscal Year 2023 contribution rate applied to the salaries of employees in DROP was 21.13%, including 2.00% for HIS. The Fiscal Year 2023 contribution rate was 18.60%, which included 1.66% for HIS.

For the Fiscal Years ended June 30, 2024 and 2023, CFX's actual contributions to the FRS totaled $1,800,000 and $1,509,000, respectively.

Prior to the spring 2011 legislative session, the FRS was noncontributory for members. However, as of July 1, 2011, Chapter 2011-68 of the Laws of Florida requires members of the FRS not enrolled in DROP to contribute 3% of their salary to the FRS in order to reduce employers' required contributions. Employee contributions were $307,000 and $277,000 for the Fiscal Years ended June 30, 2024 and 2023, respectively.

CFX reported a liability of $13,337,000 and $10,982,000 for Fiscal Years 2024 and 2023, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2024 and June 30, 2023 was measured as of June 30, 2023 and June 30, 2022, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX's proportion of the net pension liability was based on CFX's historical employer contributions to the pension plans for Fiscal Year 2022 and 2023 relative to the historical contributions of all participating employers.

At June 30, 2023, CFX's proportion was 0.02384% and 0.02417%, for FRS and HIS, respectively, which was an increase of 0.00099% and an increase of 0.00074% from its respective proportion measured as of June 30, 2022. At June 30, 2022, CFX's proportion was 0.02285% and 0.02343% for FRS and HIS, respectively, which, which was an increase of 0.00095% and 0.00137% from its respective proportion measured as of June 30, 2021.

For the Fiscal Year ended June 30, 2024, CFX recognized a total of $3,685,000 pension expense with $2,133,000 and $1,552,000, for FRS and HIS, respectively. For the Fiscal Year ended June 30, 2023, CFX recognized a total of $1,581,000 pension expense with $1,337,000 and $244,000, for FRS and HIS, respectively.

See Note 8 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2024 AND JUNE 30, 2023" attached hereto as APPENDIX G for further information regarding the FRS and the retirement plans available to the employees of CFX.

Legislative Matters

CFX is an independent special district established by the Florida Legislature. CFX may, from time to time in the future, be subject to changes in laws or regulations, many of which are beyond the control of CFX, that could have an effect on the existence, revenues, management, operations and finances of CFX. Notwithstanding any of the foregoing, pursuant to the current provisions of the Act, the State has covenanted not to limit or alter the rights vested in CFX and the Department under the Act until all Outstanding Bonds, including the Series 2025 Bonds, are fully paid and discharged.

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DESCRIPTION OF THE SYSTEM

The following includes information describing the System provided by CFX in addition to summaries of certain information describing the System contained in the Consulting Engineer's Report attached hereto as APPENDIX C. The Consulting Engineer's Report should be read in its entirety to obtain a more complete description of the System and other proposed roadways.

[CFX TO UPDATE**]**

System Overview

Since the establishment of CFX in 1963, it has constructed or acquired 125 centerline miles of limited access expressways consisting of 943 lane miles (including ramps), 73 interchanges, 365 bridges, 14 mainline toll plazas, five mainline gantries and 76 ramp toll facilities (including seven all electronic tolling ramp gantries). The System consists of eight expressways: the Beachline Expressway (SR 528), the East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway/Wekiva Parkway (SR 429), the John Land Apopka Expressway (SR 414), the Western Beltway Connector (SR 451), SR 453 and the Poinciana Parkway (SR 538).

CFX also operates the Goldenrod Road Extension as a Non-System Project. The Goldenrod Road Extension is a four-lane two-mile tolled controlled access roadway, meaning there are some cross streets with traffic signals. Revenues generated and expenses incurred by the Goldenrod Road Extension are tracked separately and are not included as a part of the System Pledged Revenues.

In 2004, the Florida Legislature amended the Act to authorize, as part of the System, the financing and construction of the Wekiva Parkway (SR 429 Northern Extension) and the John Land Apopka Expressway (SR 414), including realignment of SR 429 north from the interchange with SR 414.

The following is a map showing the various components of the System described below.

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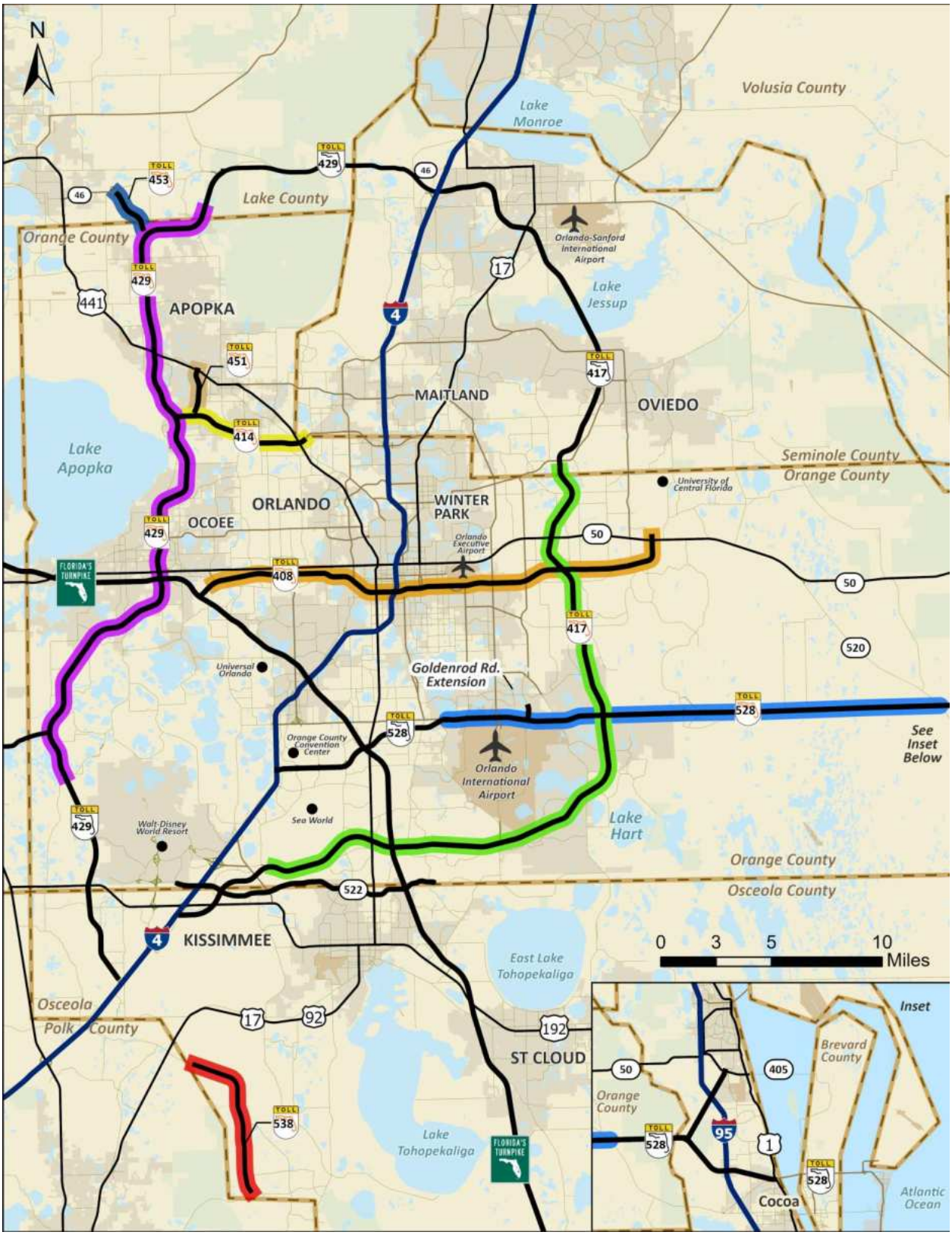
N
Volusia County
Lake Monroe
Lake County
Orange County
Orlando-Sanford International Airport
Lake Jessup
APOPKA
MAITLAND
OVIEDO
Lake Apopka
Seminole County
Orange County
University of Central Florida
ORLANDO
WINTER PARK
OCOEE
Orlando Executive Airport
Universal Orlando
Goldenrod Rd. Extension
See Inset Below
Orange County Convention Center
Orlando International Airport
Walt Disney World Resort
Sea World
Lake Hart
Orange County
Osceola County
KISSIMMEE
East Lake Tohopekaliga
0 3 5 10 Miles
Osceola County
Polk County
ST CLOUD
Lake Tohopekaliga
Inset
Brevard County
Orange County
Cocoa
Atlantic Ocean

Source: CDM Smith, Inc.

Beachline (formerly Bee Line) Expressway (SR 528)

The Martin Andersen Beachline Expressway was formerly known as the Bee Line Expressway, and was CFX's first project. The Beachline Expressway provides access to Universal Studios, Sea World, the Orange County Convention Center, Orlando Central Park and Orlando International Airport. The entire SR 528 extends from I-4 on the west to US 1 on the east, just west of the John F. Kennedy Space Center. CFX's portion of the Beachline Expressway extends from McCoy/Boggy Creek Road on the west to SR 520 on the east, a distance of 23 miles, and includes two mainline toll plazas and 10 ramp toll facilities (including two all-electronic tolling ramp gantries). Other portions of the Beachline Expressway, to the east and to the west of CFX's section, were constructed and are owned and operated by the FTE. The Dallas Mainline Toll Plaza, located between the Dallas Boulevard Interchange and SR 520, opened to traffic in March 2012. In November 2014, CFX began construction on a project (the "Airport Mainline Toll Plaza Demolition Project") to remove the Airport Mainline Toll Plaza, construct new ramp toll plazas to/from the Beachline Expressway east at Tradeport Drive and to/from the Beachline Expressway east and west at Boggy Creek Road, and widen the existing portion of the Beachline Expressway from McCoy Road to SR 436. The new tolling scheme was implemented on January 31, 2016, and through an agreement with FTE, tolls are collected at the Beachline West Main Plaza and at the new ramp plazas constructed as part of such Project. The Airport Mainline Toll Plaza Demolition Project was completed in Fall 2016. The FTE-owned portions of the Beachline Expressway connect to CFX's portion and extend further west to I-4 and extend further east to Brevard County coastal areas, including the John F. Kennedy Space Center and I-95.

In 2022, the Beachline Expressway interchange at SR 436 completed reconstruction, including widening to include six mainline lanes plus auxiliary lanes between SR 436 and Goldenrod Road, and a new rotary interchange ramp configuration that enhanced both driver awareness and safety, as well as provided a landscaped gateway to Orlando International Airport.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Beachline Expressway.

East-West Expressway (SR 408)

The Spessard L. Holland East-West Expressway was opened to traffic in 1973 and now extends from an interchange with Florida's Turnpike in the west to an interchange with SR 50 east of SR 434 (Alafaya Trail) on the east. CFX is responsible for the 22 miles of the East-West Expressway between SR 50 west (at Clarke Road) and SR 50 east. There are five mainline toll plazas (including the split-configuration Conway East/West

Plazas) and 22 ramp toll facilities on this portion of the East-West Expressway. FTE is responsible for the remainder of the East-West Expressway. Segments of SR 408 under CFX's jurisdiction have received memorial roadway designations including the "James B. Green Expressway" in 1989, "Arnold Palmer Expressway" in 2017 and "Sergeant Tracy Vickers Memorial Expressway" in 2020.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the East-West Expressway.

Central Florida GreeneWay (SR 417)

CFX operates and maintains the portion of the Central Florida GreeneWay that begins at an intersection with International Drive near SR 535 and runs east and north to the Seminole County/Orange County line for a total of 32 miles. The Central Florida GreeneWay provides a high-speed connection between I-4 on the west and the Beachline Expressway on the east and also provides southerly access to Orlando International Airport, which provides relief to the existing north access from the airport to the Beachline Expressway and is considered essential for continued airport expansion. As it operates today, the Central Florida GreeneWay includes four mainline toll plazas and 26 ramp toll facilities (including two all-electronic tolling ramp gantries).

The Central Florida GreeneWay was extended north from the Orange County/Seminole County line one-half mile to SR 426 (Aloma Avenue) in 1988 by the Seminole County Expressway Authority and an additional 12 miles to US 17-92 in 1994 by FTE. In 1996, the FTE extended the Central Florida GreeneWay as a toll road southwest from CFX terminus at International Drive to I-4 south of US 192 in Osceola County. In 2002, the segment of the Central Florida GreeneWay from US 17-92 to I-4 south of SR 46 in Seminole County was opened to traffic completing the eastern beltway around Orlando. These extensions of the Central Florida GreeneWay are a part of FTE's system, owned and managed by the FTE and are not a part of the System.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Central Florida GreeneWay.

Western Beltway/Wekiva Parkway (SR 429)

Western Beltway. Located in western Orange County, CFX operates and maintains approximately 23 miles of the Daniel Webster Western Beltway, a four-lane limited access expressway that begins at Seidel Road and runs north to its terminus at US 441 in Apopka. Three of the approximately 23 miles are part of a dual route with the Apopka Expressway. The initial portion of the Western Beltway was opened to traffic in July 2000 and extended from Florida's Turnpike in Ocoee to US 441 in Apopka. In

December 2002, the next segment of the Western Beltway was opened to traffic extending the Western Beltway from CR 535 north to Florida's Turnpike. The remaining segment of the Western Beltway, extending from CR 535 to Seidel Road, opened to traffic in December 2005. The last segment of the Western Beltway, the dual route SR 429/SR 414, opened to traffic in January 2013 and extends the Western Beltway from SR 429/SR 414 in Apopka to US 441 near Plymouth Sorrento Road. With the opening of the SR 429/SR 414 dual route, the two-mile segment of SR 429 north of SR 414 to US 441 near Vick Road was re-designated as SR 451.

Previously, FTE extended SR 429 an additional 11 miles south of its terminus at Seidel Road. FTE's first segment of the Western Beltway was opened to traffic in December 2005 and extends from US 192 to Seidel Road. FTE's final segment of the Western Beltway was opened in December 2006 and extends from an interchange with I-4 in Osceola County to US 192.

Wekiva Parkway. The Northern extension of SR 429 from US 441 to I-4 is called the Wekiva Parkway. This extension of SR 429 is a planned approximately 22-mile toll road that will complete the beltway around Metropolitan Orlando. Authorized in 2004 by the Wekiva Parkway and Protection Act (Chapter 369, Part III, Florida Statutes), the Wekiva Parkway provides alternatives to US 441, SR 46 and many local roads in the greater Apopka, Mount Dora and Sanford areas in addition to providing a much needed connection through the environmentally sensitive Wekiva River protection areas.

As a dual agency project, CFX was responsible for the design and construction of approximately nine miles and the Department was responsible for the design and construction of approximately 13 remaining miles. The CFX section of the Wekiva Parkway includes two mainline toll gantries in an open road, all electronic toll collection facility, with interchanges at US 441, Kelly Park Road, and SR 453. In July 2017, CFX opened the first four miles of its portion of the Wekiva Parkway from US 441 to Kelly Park Road including one mainline toll gantry. The final segment of the CFX portion connecting Kelly Park Road to the Department owned section at CR 435 opened to traffic in March 2018 and includes one mainline toll gantry. The Department's portion of the Wekiva Parkway is opened to traffic and was completed with the final connection in the north to I-4 and the Central Florida GreeneWay in January 2024. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein for a discussion of the Wekiva Parkway and the respective obligations of CFX and the Department related thereto.

As it operates today, SR 429 includes two mainline toll plazas, two mainline gantries and 14 ramp toll facilities, (including three all-electronic tolling ramp gantries). See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Western Beltway/Wekiva Parkway.

Apopka Expressway (SR 414)

The John Land Apopka Expressway (SR 414) opened to traffic in May 2009. SR 414 was constructed as a six-lane limited access facility that extends the existing FDOT-maintained state road facility, Maitland Boulevard, to the west from the intersection of SR 429 at SR 500/US 441 (Orange Blossom Trail) northwest of Apopka to the intersection of SR 500/US 441 at Maitland Boulevard for an approximate total of 6 miles. SR 414 serves primarily as a bypass route around the heavily congested downtown Apopka urban area, and provides a direct connection between Maitland Boulevard and SR 429. As it operates today, SR 414 includes one mainline plaza and four ramp plazas. From SR 500/US 441 in the west, the first three miles of SR 414 are part of the dual route with SR 429 (SR 429/414).

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Apopka Expressway.

Western Beltway Connector (SR 451)

The Western Beltway Connector was previously the northern portion of the Western Beltway, which opened to traffic in July 2000. With the opening of the dual route SR 429/SR 414 in January 2013, this two-mile segment north of the Apopka Expressway to US 441 near Vick Road was re-designated as SR 451. There are no mainline or ramp toll plazas on the Western Beltway Connector although there are no toll free movements associated with this portion of the System.

SR 453

SR 453 is a two-mile limited access facility connecting the Wekiva Parkway (SR 429) north to SR 46 crossing the Orange/Lake County line. SR 453 includes one mainline toll gantry and two interchanges. Locally referred to as the "Mount Dora Connector," SR 453 was constructed as part of CFX's overall contribution to the Wekiva Parkway project and opened to traffic in March 2018.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for SR 453.

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Poinciana Parkway (SR 538)

The Poinciana Parkway consists of an approximately seven-mile long, four-lane, limited access expressway extending from Ronald Reagan Parkway at the Polk-Osceola County line to Cypress Parkway in Poinciana, a census designated place in the northwestern part of Osceola County. This route provides a critical north-south connection to US 17-92 facilitating access to regional transportation networks, theme parks and the metro Orlando area. Originally constructed by the Osceola County Expressway Authority as a two-lane limited access expressway, the Poinciana Parkway initially opened to traffic on April 30, 2016 and became fully operational on November 18, 2016. CFX began managing the Poinciana Parkway as a non-system project on December 31, 2018. Poinciana Parkway was then acquired by CFX as a System facility in December 2019. In 2023, CFX completed capacity improvements on the Poinciana Parkway to expand the two-lane roadway to a four-lane divided highway from Cypress Parkway to the Osceola/Polk County line. There are two toll gantries associated with this portion of the System. The Poinciana Parkway also includes a full-diamond interchange at Marigold Avenue and a half-diamond interchange at Koa Street.

Acquisition of SR 528 Super Corridor

In December 2015, CFX completed all of its real property acquisitions related to right-of-way for SR 528. This "SR 528 Super Corridor" runs east to west starting from the intersection of SR 520 and SR 528 and ending at the Orlando International Airport. The approximately 516.35 acres of right-of-way will be used for future expansion of SR 528 and accommodates a 50-foot wide railway easement for the Brightline inter-city passenger rail project from Miami to Orlando. This railway easement was conveyed to All Aboard Florida – Operations LLC by CFX for a purchase price of $31,737,187. In accordance with the Bond Resolution, a report of an Independent Consultant was filed with CFX projecting the potential loss of toll revenues due to the operation of a competing facility and a corresponding payment of $4,003,848 to account for such loss was included in the purchase price of the easement.

Toll Collection

CFX processes both cash and electronic transactions. CFX's electronic toll collection ("ETC") system has been a highly successful program. The ETC system improved the effectiveness of CFX's toll revenue operations by reducing operating costs and improving traffic operation. The fully computerized ETC system includes lane controller computers on each toll lane, plaza computers at each mainline toll plaza, a service center with computers and a system host computer. As of July 1, 2025, the number of vehicles equipped with E-PASS transponders was over 2.4 million, representing more than 1.9 million accounts. The rate differential encouraged participation in the ETC program, thereby helping CFX maintain lower toll collection

costs. For Fiscal Year 2025, approximately 90% of all toll revenues and approximately [__]% of transactions are paid using ETC. The ETC System has offered the following benefits to CFX:

(a) Provides CFX with more effective management, accounting and auditing capability;

(b) Helps accommodate the projected traffic growth of the System through enhanced traffic management capability;

(c) Provides increased toll facility capacity by allowing faster transactions and non-stop movement of traffic which has allowed CFX to delay or reduce the need for toll facility expansion; and

(d) Enhances security through software which allows access only by authorized operations and management personnel.

The ETC system features automatic vehicle identification technology, referred to as "E-PASS," which allows motorists with prepaid accounts to electronically pay the required tolls without stopping at toll booths. The ETC system also includes an image review system which uses a camera to capture a picture of a customer's vehicle and license plate. Currently, the E-PASS transponders are interoperable with all other toll agencies within the State, including the hereinafter described SunPass operated by FTE and LeeWay operated by Lee County, Florida, in addition to the North Carolina Turnpike (Quick Pass) and Georgia State Road Tolling Authority (Peach Pass) systems. On September 1, 2018, CFX joined the E-ZPass group which currently provides interoperable ETC across 18 eastern states plus Florida, for a total of 19 states. In June of 2020, CFX began offering Uni transponders powered by E-PASS and E-ZPass, which allows CFX customers to use a single transponder on both the System and whilst traveling up and down the Eastern Seaboard on E-ZPass compatible facilities in 19 states.

[In 2021, CFX completed an ETC system upgrade including all lane and plaza toll equipment, a centralized transaction server, and violation enforcement and image processing and integration with the E-PASS back-office system. A CFX operations software update project is identified in the Work Plan for design and implementation of hardware and software updates to the E-PASS system. Such replacement carries inherent risks, including, but not limited to, disruption of vehicle identification/transaction detection, billing and collection of tolls. The new system, as with the replacement of any system, is subject to failure and/or other significant shortcomings. Many of these factors are beyond the control of CFX and, should they occur, could increase costs and have negative impact of CFX's revenues.**][**CFX TO REVIEW AND UPDATE**]**

At open road tolling plazas, E-PASS customers can travel through exclusive mainline E-PASS lanes and pay their toll while maintaining the posted speed without

slowing or stopping. CFX has also implemented a Pay By Plate program concurrent with the opening of the first Wekiva Parkway segment in July 2017. See "SYSTEM REVENUES - System Toll Structure" herein.

Previously, non-ETC users were required to exit the mainline lanes to separate cash toll plazas. In 2024, because over 98% of customers were paying electronically by either E-PASS or other ETC, CFX began the conversion of all mainline and ramp plazas to all-electronic tolling, which removed coin collection baskets from all ramp and mainline plazas and removed cash collection staff in mainline plazas. By July 2025, all of the CFX ramp plazas were converted to all-electronic tolling, and all mainline plazas have removed cash collection entirely as of September 29, 2025.

Currently, CFX has privatized its toll collections operations. CFX has contracted with separate providers for the following services: toll engineering support, all-electronic tolling conversion support, toll operations, E-PASS and image review services, electronic toll collection system hardware and software maintenance, and information technology consulting services.

The privatization of toll collections has allowed CFX to increase its control over revenue collections and toll facility operations. Through the toll facility operations and management contractors, CFX now is better able to address customer relations during the toll collection process. Overall, privatization has increased the efficiency of the toll collections process and has resulted in cost savings in toll plaza operations.

As mentioned above, E-PASS transponders are interoperable with all other State toll agency ETC systems, including "SunPass," the statewide ETC system operated by FTE under the Department for use by customers utilizing FTE, Tampa-Hillsborough Expressway Authority ("THEA") and Greater Miami Expressway Agency ("GMX") toll roads. Additionally, SunPass transponders are interoperable for toll collection by CFX's ETC system. Tolls charged to customers using SunPass at System tolling plazas are processed by FTE and remitted to CFX (and vice-versa for E-PASS customers using FTE, THEA and GMX facilities) on a weekly basis. On June 5, 2018, FTE began implementing an upgrade to the SunPass system including the implementation of a new statewide Centralized Customer Service System ("CCSS") designed to provide all electronic tolling customer support functions for FTE, THEA and GMX under a single operation. CCSS operations include billing, invoicing and customer account management. As part of the upgrade process, the SunPass system was expected to experience downtime as the new third-party vendor implemented its system. However, the third-party vendor experienced problems with properly processing transactions following the activation of the updated system and ongoing delays in processing toll transactions. As a result, remittance of tolls owed to CFX from SunPass users, and to FTE from E-PASS users, was delayed. The CCSS interruption has since been resolved and the CCSS is currently operating on a normal weekly processing basis. As of the date hereof, the Department and CFX have reconciled all affected transactions to bring CFX

current with all transactions and revenue owed to CFX since the system interruption began. CFX does not believe that this issue had any material effect on its financial position nor did it result in any disruption in the funding or payment of debt service on any of its Bonds.

See "SYSTEM REVENUES - Discount Programs" herein for a discussion of the discount programs offered to certain users of the System.

A Pay By Plate Invoice is issued for failure to pay one (1) or more tolls on the System. A Florida registered vehicle may be subject to having a Vehicle Registration Hold placed on it by DHSMV if the Pay By Plate Invoice remains unpaid by the payment due date.

Intelligent Transportation Systems

In 1999, CFX concluded a systemwide Intelligent Transportation Systems ("ITS") Master Plan study that identified opportunities to improve the management of incidents and the operation of the System. In January 2000, CFX commissioned the construction of its existing fiber optic network (the "FON") which is comprised of over 588 miles of fiber optic cable extending on both sides of CFX's right-of-way in a route-redundant configuration along all CFX-maintained expressway corridors. The FON serves CFX's immediate and long-term telecommunications needs for data, voice, video transmission, and any future ITS applications by providing linked telecommunication services for CFX between its headquarters office, mainline and ramp facilities. A direct fiber optic connection also exists between CFX Headquarters and the FDOT District 5 Regional Traffic Management Center to allow for sharing of video and data for traffic management purposes. CFX currently leases a portion of one of the eight total FON conduits to a third party. Additionally, the FON enabled CFX to advance an ITS program of projects known as the "Expressway Management System." The Expressway Management System provides systemwide expressway coverage and equips CFX with real-time operational tools to manage incidents and provide decision quality information to its customers.

See the Consulting Engineer's Report attached hereto as APPENDIX C for a detailed discussion of CFX's current ITS program, including the Expressway Management System and the related projects CFX plans to undertake in the future.

Physical Condition of Expressway System

The Bond Resolution requires that the General Engineering Consultant for CFX, perform an annual inspection of the System and issue an Annual Inspection Report regarding the physical condition of the System. The Annual Inspection Report summarizes the findings of these examinations by category for (a) roadways, (b) bridges and (c) buildings. CFX uses the Annual Inspection Report as a guide for their maintenance staff to perform needed repairs and improvements to the System. The 2024

Annual Inspection Report was completed in December 2024 by the General Engineering Consultant, and found that overall, the System is in good repair, working order and condition. Most of the conditions identified in this most recent Annual Inspection Report are correctable and will be addressed by CFX under the routine maintenance programs funded by CFX and supplemented by the Department. Those conditions not corrected under the routine maintenance programs will be corrected as renewal and replacement projects under the Five-Year Work Plan. See "MAINTENANCE OF SYSTEM" herein.

Capital Improvement Program

In August 1983, CFX finalized the first of its Long-Range Expressway Plans (the "Master Plan") to meet the transportation improvement needs of the Central Florida urban area through the year 2000. Since then, CFX has periodically updated its Long-Range Expressway Plan to continuously meet the growing and changing needs of the Central Florida area. Most recently, in December 2022, CFX adopted its 2045 Master Plan which serves as CFX's blueprint for System improvements and new projects that support its mission, and accrues economic, customer and community benefits to the region and the State.

The 2045 Master Plan is the basis for the five-year work plan (the "Five-Year Work Plan"). The Five-Year Work Plan is an important tool used by CFX to effectively manage its program of improvements, enhancements and rehabilitation to the System with the purpose of identifying those projects which CFX anticipates funding during the next five years. The Five-Year Work Plan is updated annually to reflect and prioritize the needs of CFX and was most recently approved by CFX's Governing Board on June 12, 2025. Once approved, the Five-Year Work Plan is then submitted to MetroPlan Orlando for its use in development of a regional transportation improvement plan. The current Five-Year Work Plan covers the five-year period from Fiscal Year 2026 to Fiscal Year 2030 and contains 168 projects (of which a portion will comprise the 2025 System Projects), with a combined total estimated project cost of over $4.18 billion. See the Consulting Engineer's Report attached hereto as APPENDIX C for a detailed discussion of the Five-Year Work Plan and the capital improvements included therein, and "Funding of Five-Year Work Plan" below.

A portion of the System funded with proceeds of the Series 2024 Bonds and to be funded with the Series 2025 Bonds includes the construction of the Lake/Orange Expressway (SR 516). Identified as a system expansion project need in the last four consecutive Master Plans, the Lake/Orange Expressway is a proposed five-mile toll facility providing needed east-west connectivity in south Lake County and west Orange County. A strategic transportation investment in Central Florida, the future expressway will provide a nonstop access route linking heavily traveled U.S. 27 to the Western Beltway/Wekiva Parkway (SR 429). On October 10, 2019, the CFX Governing Board unanimously approved the Lake/Orange County Connector Project Development and Environment Study and advanced the project to production phases that include design

and construction. The Design Phase began in late 2020 and was divided into three design segments. Segment 1 begins at U.S. 27 and ends at Cook Road. This segment includes a fly-under system interchange at U.S. 27, the realignment of U.S. 27 to avoid impacts to Lake Louisa State Park and an adjacent multi-use trail. Segment 2 beings at Cook Road and ends at the county line and includes a new local access full interchange at the future CR 455 Extension. Segment 3 starts at the county line and extends to the Western Beltway/Wekiva Parkway and includes a new local access partial interchange at Valencia Parkway and a full access system to system interchange at the Western Beltway/Wekiva Parkway. Construction began in Fiscal Year 2024 with completion targeted for summer of 2027.

Additionally, CFX is partnering with ENRX, a global green technology company, and Advancing Sustainability through Powered Infrastructure for Roadway Electrification ("ASPIRE"), a National Science Foundation Research Center, on an in-road dynamic wireless induction charging system installed as part of the Lake/Orange Expressway. The pilot system will bring the charge to passenger cars, medium duty delivery vans, and heavy-duty trucks and buses through a wireless induction power transfer as they drive over a section of road. The proposed technology allows energy to flow from the preassembled ground winding coils to a receiver pad under the vehicle through electromagnetic induction – a technology already used daily for charging electric toothbrushes or cell phones. The system can detect when an electric vehicle is directly above it, making the lane safe for all other drivers to use, as well as the surrounding environment. This installation of this system on the Lake/Orange Expressway is the first large-scale project of its kind in the United States. **[**CFX plans to install a fully functional system at the ASPIRE test track in Utah State University in 2024.**] [**CFX TO UPDATE**]** For more information regarding the Lake/Orange Expressway project see Chapter 10 of the System Traffic and Earnings Report attached as APPENDIX D hereto.

Funding of the Five-Year Work Plan

CFX anticipates funding all projects comprising the Five-Year Work Plan, including ongoing costs for projects commenced during prior Five-Year Work Plan periods and future costs for projects that commence within the current Five-Year Work Plan, with a combination of (a) available and projected surplus revenues, (b) proceeds of the Series 2025 Bonds and proceeds of several Series of additional Parity Bonds which CFX plans to issue through Fiscal Year 2029, and (c) other sources, which may include contributions from other public agencies or private entities or the issuance of additional unplanned Parity Bonds. Such amounts and sources may change depending on other circumstances affecting CFX, its revenues and the Five-Year Work Plan, as the same may be revised on an annual basis. Available funding for the Five-Year Work Plan is based on the current toll rate policy and assumes adjustments as currently provided under CFX's current toll rate schedule and policy. The next toll rate increase is scheduled to go into effect on July 1, 2026. See "SYSTEM REVENUES - System Toll Structure" herein

for a description of CFX's current toll policy. Any additional toll rate adjustment will affect the Five-Year Work Plan both by changing the funds available to construct projects and by potentially changing the year of need of the projects (as traffic patterns may shift). See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" and "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a description of the conditions for the issuance of additional Parity Bonds under the Master Bond Resolution and the Junior TIFIA Loan Agreement. The following table presents a breakdown of the expected funding sources for the Five-Year Work Plan.

Five-Year Work Plan Funding Sources (Millions)

[TO BE UPDATED**]**

Source of Funding	Estimated Amount	% of Total
Available and projected surplus revenues	$1,418,929,147	34%
Proceeds of Series 2025 Bonds	300,000,000	7
Proceeds of additional Parity Bonds	2,464,721,853	59
	$4,183,651,000	100%

Numbers may not add due to rounding.
Source: Prepared by PFM Financial Advisors LLC and approved by CFX.

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SYSTEM CAPACITY

General

In recent years, the System had experienced extraordinary growth in traffic volumes. In 2020, traffic volumes decreased from the prior year as a result of precautions taken during the COVID-19 pandemic. In 2022, traffic rebounded, continued to grow in 2024, and is forecast to continue to exceed those volumes seen in 2019. See "SYSTEM REVENUES - COVID-19" and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein for more information.

Traffic Volumes

The following table provides the historic traffic volumes and roadway capacity for the mainline toll plazas of the System for calendar years 2015 through 2024 as well as the generalized Level of Service ("LOS") "E" traffic volume for the mainline in the vicinity of each plaza. LOS provides a measure of the congestion level of a particular roadway; each letter designation describes a range of operating conditions on a particular type of facility, where LOS "A," is the least congested and LOS "F" is the worst or forced flow conditions. The basis for this level of service analysis is generalized daily roadway level of service volumes for urban freeways derived from the FDOT 2023 Quality/Level of Service Handbook. The LOS "E" volume is the largest annual average weekday traffic volume that could be processed by the expressway before forced flow conditions are reached.

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Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System

Expressway Mainline Toll Gantries/Plazas	East-West Expressway (SR 408)				Central Florida GreeneWay (SR 417)			
	Hiawassee Mainline Toll Plaza[7]	Pine Hills Mainline Toll Plaza	Conway Mainline Toll Plazas	Dean Mainline Toll Plaza[8]	John Young Mainline Toll Plaza	Boggy Creek Mainline Toll Plaza	Curry Ford Mainline Toll Plaza	University Mainline Toll Plaza[9]
LOS E Volume[1]	124,200	124,200	164,700	124,200	84,900	84,900	124,200	124,200
(Calendar Year)	**Annual Average Weekday Traffic (AAWT)[2]**							
2024[11]	95,400	111,000	166,200	82,000	87,300	90,700	115,100	101,500
2023	95,600	110,500	160,500	80,800	84,600	88,200	111,800	100,000
2022[10]	92,900	107,200	153,800	76,600	79,200	81,900	109,100	97,900
2021	79,100	92,500	139,100	66,600	67,600	70,700	96,800	87,400
2020[6]	69,500	80,300	128,500	59,900	47,700	57,700	86,400	80,300
2019	88,500	102,400	152,300	81,000	81,000	85,600	120,400	107,800
2018[5]	85,300	100,200	150,000	84,800	81,000	85,600	117,000	109,100
2017[4]	78,300	95,000	147,300	83,600	76,900	78,900	105,700	103,100
2016[3]	73,500	89,100	140,400	79,600	62,200	66,700	97,300	95,700
2015	69,500	85,200	132,900	74,200	51,500	54,600	86,000	86,700

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2023 Quality / Level of Service Handbook.

(2) 2024 AAWT and DDHV volumes were obtained from traffic sensors & plaza counts and applying the appropriate seasonal/monthly adjustment factors. Volumes are rounded up to the next 100 vehicles.

(3) All plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(4) All plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) The first annual toll increase implemented by the "Customer First" toll policy (approved February 9, 2017) went into effect July 1, 2018

(6) In 2020, AAWT volumes decreased from the prior year and are attributed to the COVID-19 pandemic.

(7) The six-lane widening of SR 408 from Good Homes Road to Hiawassee Road was completed in 2018.

(8) The six-lane widening of SR 408 from SR 417 to Alafaya Trail was completed in 2019.

(9) The six-lane widening of SR 417 from SR 50 to the Orange/Seminole County line was completed in 2020.

(10) All plazas had tolls suspended due to Hurricane Ian from September 26, 2022 through October 15, 2012.

(11) All plazas had tolls suspended due to Hurricane Milton from October 7, 2024 through October 18, 2024.

Source: CFX General Engineering Consultant - ATKINS (2016 and Prior)/Dewberry (2017 to Present)

Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System (continued)

	Apopka Expressway (SR 414)	Western Beltway/Wekiva Parkway (SR 429)				SR 451[8]	SR 453
Expressway Mainline Toll Gantries/Plazas	**Coral Hills Mainline Toll Plaza**	**Independence Mainline Toll Plaza**	**Forest Lake Mainline Toll Plaza**	**Ponkan Mainline Gantry[7]**	**Mt. Plymouth Mainline Gantry[7]**	**SR 429/414 to US 441**	**Coronado Mainline Gantry[7]**
LOS E Volume[1]	122,800	84,900	84,900	84,900	84,900	82,200	122,800
(Calendar Year)			**Annual Average Weekday Traffic (AAWT)** [2]				
2024[10]	50,000	65,300	66,800	31,100	20,200	17,100	24,000
2023	46,600	62,000	66,400	28,600	15,600	16,800	21,900
2022[9]	44,900	59,800	66,700	24,700	5,500	16,200	17,200
2021	40,100	49,100	61,900	21,200	5,900	16,000	14,600
2020[6]	37,400	42,700	59,700	18,500	4,700	13,600	11,300
2019	43,100	53,800	66,700	19,000	5,900	15,600	7,900
2018[5]	41,200	48,200	66,000	15,400	5,900	18,200	4,900
2017[4]	37,000	41,300	61,100	8,900	Not Open	17,400	Not Open
2016[3]	33,900	31,600	53,500	Not Open	Not Open	15,800	Not Open
2015	29,100	26,200	46,400	Not Open	Not Open	14,600	Not Open

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2023 Quality / Level of Service Handbook.

(2) 2024 AAWT and DDHV volumes were obtained from traffic sensors & plaza counts and applying the appropriate seasonal/monthly adjustment factors. Volumes are rounded up to the next 100 vehicles.

(3) All plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(4) All plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) The first annual toll increase implemented by the "Customer First" toll policy (approved February 9, 2017) went into effect July 1, 2018

(6) In 2020, AAWT volumes decreased from the prior year and are attributed to the COVID-19 pandemic.

(7) The Ponkan Gantry was opened in April 2017 for automated vehicle identification traffic followed by the Mount Plymouth Gantry and SR 453 in March 2018.

(8) There are no mainline toll plazas associated with SR 451. With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451. SR 451 provides a connection from SR 414 to US 441 near Vick Road. With the opening of SR 429/414 in 2013, traffic diverted from SR 451 to the new SR 429/SR 414.

(9) All plazas had tolls suspended due to Hurricane Ian from September 26, 2022 through October 15, 2012.

(10) All plazas had tolls suspended due to Hurricane Milton from October 7, 2024 through October 18, 2024.

Source: CFX General Engineering Consultant - ATKINS (2016 and Prior)/Dewberry (2017 to Present)

Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System (continued)

	Beachline Expressway (SR 528)				Poinciana Parkway (SR 538)[9]	
Expressway Mainline Toll Gantries/Plazas	**SR 528 Mainline Boggy Creek Road to Tradeport Drive[7]**	**Airport Mainline Toll Plaza[8]**	**Beachline Mainline Toll Plaza**	**Dallas Mainline Toll Plaza**	**Marigold Mainline Toll Gantry**	**Koa Mainline Toll Gantry**
LOS E Volume[1]	124,200	N/A	84,900	84,900	N/A	N/A
(Calendar Year)	**Annual Average Weekday Traffic (AAWT) [2]**					
2024[11]	136,300	Demolished	78,200	61,100	15,100	8,100
2023	128,000	Demolished	73,400	58,700	13,000	7,000
2022[10]	124,800	Demolished	70,700	57,600	13,900	7,600
2021	100,800	Demolished	63,200	52,100	13,100	6,700
2020[6]	81,100	Demolished	55,000	42,300	10,900	5,300
2019	117,700	Demolished	71,300	57,100	10,700	4,500
2018[5]	112,400	Demolished	71,300	55,500	9,900	3,700
2017[4]	109,200	Demolished	65,600	51,200	8,100	2,500
2016[3]	110,600	Demolished	60,800	46,900	7,100	1,700
2015	104,600	91,300	56,200	45,500	Not Open	Not Open

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2023 Quality / Level of Service Handbook.

(2) 2024 AAWT and DDHV volumes were obtained from traffic sensors & plaza counts and applying the appropriate seasonal/monthly adjustment factors. Volumes are rounded up to the next 100 vehicles.

(3) All plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(4) All plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) The first annual toll increase implemented by the "Customer First" toll policy (approved February 9, 2017) went into effect July 1, 2018

(6) In 2020, AAWT volumes decreased from the prior year and are attributed to the COVID-19 pandemic.

(7) There are no mainline toll plazas associated with this expressway segment. Used traffic data obtained from traffic sensors for this segment.

(8) In February 2016, the Airport Plaza was taken out of service and demolished. This toll is now collected at the FTE's Beachline West Main Plaza.

(9) Poinciana Parkway (SR 538) opened to traffic in 2016 and was added as a CFX system facility in 2019. Data for 2016 represents December AAWT. Widened from a 2-lane undivided facility to a 4-lane divided highway in 2023.

(10) All plazas had tolls suspended due to Hurricane Ian from September 26, 2022 through October 15, 2012.

(11) All plazas had tolls suspended due to Hurricane Milton from October 7, 2024 through October 18, 2024.

Source: CFX General Engineering Consultant - ATKINS (2016 and Prior)/Dewberry (2017 to Present)

Summary of Level of Service for System

The following table provides a general summary of the level of service, for selected expressway segments, at which the System is operating. The System generally operates at acceptable levels of service (LOS "D" or better) throughout the day and has adequate capacity to accommodate near-term traffic volume increases. However, some ramps and roadway segments experience congestion or delays, usually during the morning or evening peak hours. Improvements to the System to reduce congestion and delays on these segments are addressed in the current Five-Year Work Plan. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

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Summary of Level of Service for Selected Expressway Segments

Expressway / Location	Existing Conditions (2024)			Generalized Level of Service (LOS)			
	Number of Lanes (Mainline)	Annual Average Weekday Traffic AAWT[1]	Directional Design Hour Volume DDHV[1]	LOS E Volume[2]	Volume to LOS E V/C Ratio	DDHV Density[3] pc/mi/ln	DDHV LOS
East-West Expressway (SR 408)							
Hiawassee Plaza	6	95,400	4,391	124,200	0.77	20.77	C
Pine Hills Plaza[4]	6	111,000	4,920	124,200	0.89	24.06	C
Conway East & West Plazas	8	166,200	7,586	164,700	1.01	29.84	D
Dean Plaza	6	82,000	3,831	124,200	0.66	17.70	B
Apopka Expressway (SR 414)							
Coral Hills Plaza	6	50,000	2,683	122,800	0.41	12.24	B
Central Florida Greenway (SR 417)							
John Young Plaza[5]	6	87,300	3,383	124,200	0.70	25.11	C
Boggy Creek Plaza[5]	4	90,700	3,232	84,900	1.07	23.59	C
Curry Ford Plaza[4]	6	115,100	5,291	124,200	0.93	26.67	D
University Plaza	6	101,500	4,888	124,200	0.82	23.85	C
Western Beltway/Wekiva Parkway (SR 429)							
Independence Plaza[4]	4	65,300	3,398	84,900	0.77	25.27	C
Forest Lake Plaza[5]	4	66,800	2,858	84,900	0.79	20.17	C
Ponkan Gantry	4	31,100	1,837	84,900	0.37	12.56	B
Mt. Plymouth Gantry	4	20,200	1,071	84,900	0.24	7.55	A
SR 451[6]							
SR 429/414 to US 441	4	17,100	1,042	82,200	0.21	7.35	A
SR453							
Coronado Gantry	6	24,000	553	122,800	0.20	2.79	A
Beachline Expressway (SR 528)							
Boggy Creek Road to Trade Port Drive[6]	6	136,300	5,292	124,200	1.10	26.68	D
Airport Plaza	Taken out of service and demolished February 2016						
Beachline Plaza[4]	4	78,200	3,100	84,900	0.92	22.33	C
Dallas Plaza	4	61,100	2,236	84,900	0.72	15.33	B
Poinciana Parkway (SR 538)[7]							
Marigold Toll Gantry	4	15,100	524	N/A	N/A	3.89	A
Koa Toll Gantry	4	8,100	525	N/A	N/A	3.90	A

(1) 2024 AAWT and DDHV volumes were obtained from traffic sensors & plaza counts and applying the appropriate seasonal/monthly adjustment factors. Volumes are rounded up to the next 100 vehicles.

(2) Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2023 Quality / Level of Service Handbook.

(3) Level of Service Criteria for the basic freeway segments per the new 2010 Highway Capacity manual is to be defined by Density (pc/mi/ln). Density LOS is described as follows: LOS A <= 11; 11 < LOS B <= 18; 18 < LOS C <= 26; 26 < LOS D <= 35; 35 < LOS E <= 45.

(4) Widening projects or studies currently programmed in the Fiscal Year 26-30 Work Plan.

(5) Widening projects currently under construction.

(6) There are no mainline toll plazas associated with this expressway segment. Used traffic data obtained from traffic sensors for this segment.

(7) Poinciana Parkway (SR 538) opened to traffic in 2016 and was added as a CFX system facility in 2019 as a two-lane undivided highway. It was widened to a four-lane divided highway in 2023.

[DISCUSS NEED TO CONTEXTUALIZE DROP IN LOS AT BOGGY CREED AND CURRY FORD]

Source: CFX General Engineering Consultant - Dewberry

MAINTENANCE OF SYSTEM

In the Bond Resolution, CFX covenants that it will operate the System, or cause the System to be operated, properly and in a sound economic manner and that it will maintain or cause the same to be maintained in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "LEASE-PURCHASE AGREEMENT" attached hereto as APPENDIX E. The Lease-Purchase Agreement requires the Department to operate the System in a sound and economic manner and to maintain or cause it to be maintained in good repair, working order and condition and to make all necessary and proper repairs, replacements and renewals. The Lease-Purchase Agreement, however, permits the Department, with the approval of CFX, to reassign to CFX any duties or responsibilities, other than payment obligations, arising out of the Lease-Purchase Agreement. In 1993 the Department transferred to CFX all responsibility for maintenance of the System.

After taking over direct responsibility for maintenance of the System in 1993 CFX privatized most maintenance activities. CFX does retain staff to manage the various private contractors which perform maintenance services on the System. CFX has instituted a Maintenance Rating Program ("MRP") to evaluate performance of roadway and bridge maintenance contractors. The MRP monitors current operations and is used to identify recurring problems. The program allows for early identification of maintenance issues, increases accountability and provides assurance that assets are being maintained at an adequate level. Under the MRP, sample units for different asset groups (roads, bridges, and facilities) are randomly selected for the entire year. Inspections are conducted every two months on a portion of the sample units from each corridor. Individual characteristics are evaluated on pass/fail criteria. The resulting scores are weighted and combined for the asset groups. A total composite score is used to evaluate maintenance effectiveness. CFX strives to maintain an MRP score of at least 90. For Fiscal Year 2024, CFX reported an overall MRP score of 94. As of the most recent inspection, there are currently 365 bridge structures on CFX's System with a rating of "excellent" or "good" for a Bridge Condition Rating of 100%. CFX maintained lane miles have a rating of "good" or better for 98% of the System.

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DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM

CFX and the Department have entered into that certain Lease-Purchase Agreement, dated as of December 23, 1985 (the "Original Lease-Purchase Agreement"), as amended and supplemented by that certain (i) First Supplement to Lease-Purchase Agreement dated as of November 25, 1986, among CFX, the Department and the Division of Bond Finance of the State of Florida Department of General Services (the "Division"); (ii) Second Supplement to Lease-Purchase Agreement, dated as of October 27, 1988, among CFX, the Department, and the Division; and (iii) Third Supplement to Lease-Purchase Agreement, dated as of June 11, 2014, between CFX and the Department and set to become effective on the first date it may take effect under the Original Lease-Purchase Agreement (collectively, the "Lease-Purchase Agreement"), executed copies of which are attached hereto as APPENDIX E. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, all tolls collected on the System are deposited into the System General Revenue Fund. Such toll revenues are then applied by CFX in accordance with the terms of the Master Bond Resolution and the application thereof constitutes the payment of all rental and purchase price payments due from the Department under the Lease-Purchase Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" for a description of the application of toll revenues under the Master Bond Resolution. At the end of the lease term as described below, CFX shall retain title and absolute ownership to the System. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, the Department is obligated to operate or cause to be operated the System property in a sound and economic manner and to maintain, preserve and keep the System in good repair, working order and condition and, from time to time, to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be advantageously conducted. The Lease-Purchase Agreement permits the Department, with the approval of CFX, to reassign to CFX its duties and responsibilities, other than its payment obligations, regarding the System. In 1993, CFX assumed responsibility for the maintenance of the System. On January 20, 1995, the Department and CFX entered into that certain FDOT/OCX Interagency Agreement Reassignment of Operations (as amended, the "Interagency Agreement"), pursuant to which the Department reassigned to CFX the duty and responsibility for operating the System, other than the Department's payment obligations under the Lease-Purchase Agreement.

While CFX currently has responsibility for operating and maintaining the System, under the Lease-Purchase Agreement responsibility for paying the costs of operating and maintaining certain portions of the System is divided between CFX and the Department.

Payment of Cost of Operation and Cost of Maintenance attributable to the Department are made from funds of the Department and not from Gross Revenues, while the Cost of Operation and Cost of Maintenance attributable to CFX are paid by CFX from Gross Revenues. The amount of money that the Department contributes for maintenance of those portions of the System for which it is obligated to pay the cost of maintenance is determined by a formula tied to the roads' rating under the Department's Maintenance Rating Program. Under the Interagency Agreement, the Department pays such obligation in a lump sum amount to CFX annually. In order to achieve a higher maintenance standard, CFX uses Gross Revenues to pay for maintenance at levels above that which the Department will fund. See "MAINTENANCE OF SYSTEM" herein.

On February 14, 2013, CFX and the Department entered into a Memorandum of Agreement dated February 14, 2013, (the "LPA MOA") with respect to the payment by the Department of future operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. Pursuant to the LPA MOA, beginning with the final approval of the Department's 2014 fiscal year budget and continuing for each successive fiscal year thereafter until the Department's obligations under the Lease-Purchase Agreement are terminated, the Department will make all operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. CFX will then exercise its right under the Bond Resolution to fully reimburse the Department for the costs of operations and maintenance on certain portions of the System that are paid by the Department to CFX under the Lease-Purchase Agreement, within 60 days of receipt by CFX of a payment from the Department for such costs, from surplus revenues available for such purpose and remaining on deposit in the General Reserve Fund after CFX has met its financial obligations (the "Reimbursement Obligation"). If CFX fails to meet this Reimbursement Obligation at any time, the amount not reimbursed by CFX will be added to the Department Contractual Obligations due and owing under the Lease-Purchase Agreement. In addition, in the event CFX fails to reimburse the Department as provided in the LPA MOA, CFX will be obligated to raise tolls, defer projects, or reduce its administrative and other expenses until CFX is able to fully reimburse the Department for such costs that are paid by the Department under the Lease-Purchase Agreement. The LPA MOA is legally sufficient to bind the parties without further interlocal agreements. CFX is working with the Department and the Florida Division of Financial Services to establish a defeasance escrow for the purpose of depositing from generally available funds on deposit in CFX's General Reserve Fund into escrow in an amount equal to the Reimbursement Obligation.

On June 11, 2014, CFX and the Department entered into an Interlocal Agreement (the "Wekiva Interlocal Agreement"), setting forth the terms of their partnership to build

the Wekiva Parkway in accordance with a previously executed memorandum of understanding later codified in Sections 348.7546 and 348.757(9), Florida Statutes. The Wekiva Interlocal Agreement provides that CFX will finance, acquire, design, construct, own, operate, manage, and maintain approximately 11 miles of the Wekiva Parkway (approximately two miles of which are now designated as SR 453), to be located in Orange and Lake Counties, while the Department will finance, acquire, design, construct, own, operate, manage and maintain the remaining approximately 13 miles of the Wekiva Parkway. See "DESCRIPTION OF THE SYSTEM - Wekiva Parkway (SR 429) and "-SR 453."

Pursuant to such statutes and the Wekiva Interlocal Agreement, CFX was required to repay its long-term debt owing to the Department under the Lease-Purchase Agreement (the "Department Contractual Obligations"), by making annual payments (the "LPA Repayments") from the System General Reserve Fund beginning on July 1, 2013 through July 1, 2025.

Pursuant to the Wekiva Interlocal Agreement, the Department and CFX also agreed to execute an amendment to the Lease-Purchase Agreement and to include in all future CFX bond issues, including the issuance of the Series 2025 Bonds, the following disclosure language describing such amendment:

> CFX has entered into the Wekiva Interlocal Agreement with the Department, effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to the CFX System shall remain vested in CFX.

Accordingly, and simultaneously with the execution of the Wekiva Interlocal Agreement, CFX and the Department executed a Third Supplement to Lease-Purchase Agreement, dated June 11, 2014 (the "Third Supplement") which amended the Lease-Purchase Agreement in accordance with the terms of Section 348.757(9), Florida Statutes to: (a) discontinue the obligations of the Department under the Lease-Purchase Agreement after July 1, 2028; (b) terminate the Lease-Purchase Agreement upon the earlier to occur of (1) the defeasance, redemption, or payment in full of CFX's Bonds issued and outstanding as of June 11, 2014, or (2) the receipt of the requisite consents of CFX's bondholders to such termination; and (c) eliminate a prior provision so that CFX will now retain title to the System upon termination of the Lease-Purchase Agreement. The Third Supplement shall become effective on the first date that it may take effect

under the terms of the existing Lease-Purchase Agreement. See "CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT" herein.

On October 12, 2016, CFX exercised its discretionary authority to make a prepayment in satisfaction of all accumulated and future LPA Repayments due under the Lease-Purchase Agreement in the amount of $150,870,102 from moneys on deposit and legally available for such purpose in the System General Reserve Fund. The prepayment of the LPA Repayments did not have a material adverse effect on CFX's finances or its ability to undertake and fund the Five-Year Work Plan. Any future Department Contractual Obligations of CFX under the Lease-Purchase Agreement which remain outstanding are junior and subordinate to the lien on System Pledged Revenues under the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a further discussion of the flow of funds and priority of payments under the Bond Resolution.

After satisfaction of said prepayment by CFX, it was no longer subject to the covenants regarding the LPA Repayments or the requirement to obtain the consent of the Department to issue additional indebtedness.

The estimated Net Revenues available for debt service included in this Official Statement assume advances from the Department for operations and maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement, the Interagency Agreement and the LPA MOA. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein.

Other obligations of the Department under the Lease-Purchase Agreement include inspection of the System on an annual basis, and preparation of a corresponding report regarding conditions of the System.

CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT

Purchasers of the Series 2025 Bonds, by their purchase and acceptance thereof, are deemed to have expressly and irrevocably consented, in writing, to amend the terms and provisions of the Lease-Purchase Agreement to discontinue the Department's payment obligations for operation and/or maintenance of certain portions of the System effective July 1, 2028. CFX will comply with the terms of the Lease-Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease-Purchase Agreement.

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SYSTEM REVENUES

General

The following is a summary of certain information contained in the System Traffic and Earnings Report prepared by the Traffic and Earning's Consultant which was commissioned by CFX to study the historical and projected traffic and revenues of the System, including the impact of the latest available data on economic conditions, fuel cost trends, land use assumptions in Central Florida, and actual System traffic trends. The System Traffic and Earnings Report attached hereto as APPENDIX D speaks as of its date and should be read in its entirety to obtain information essential to understanding the projections and assumptions therein. The System Traffic and Earnings Report reflects the effects of the Coronavirus (COVID-19) pandemic described further herein. See
"– Coronavirus (COVID-19)" herein.

Certain data regarding area growth and recent economic activity are included in the System Traffic and Earnings Report, attached hereto as APPENDIX D and will not be updated in connection with the issuance of the Series 2025 Bonds. As discussed in the System Traffic and Earnings Report, there is always some uncertainty inherent in future traffic and revenue forecasts for any toll facility, and differences between forecasted and actual results (which may be material) may occur due to events and circumstances beyond the control of the forecasters and CFX, including without limitation, economic conditions, fuel costs, destruction or temporary closure due to acts of nature, pandemics, increased and/or unanticipated costs of operation and maintenance and other factors. Additionally, management of CFX provides monthly unaudited statistical reports to the public which include toll data presented on a monthly basis. Such reports may be accessed through CFX's website at the following address: https://www.cfxway.com/agency-information/investor-relations/reports-policies/statistical-reports/.

System Toll Structure

In 2009, CFX adopted and implemented a toll policy which instituted higher tolls at most tolling points, CFX's first since 1990. In addition, the policy provided for additional indexed increases to be implemented every five years, the first of which was implemented on July 1, 2012. The July 1, 2012 toll rate adjustment also marked the first implementation of differential toll rates, by which cash customers pay a higher rate than customers paying with transponders.

On February 9, 2017, CFX adopted its current toll policy which eliminated the 15% planned toll adjustment scheduled for July 1, 2017. Under the new policy, beginning on July 1, 2018 and every year thereafter, all then current tolls shall be automatically adjusted to an amount higher of either the annual increase to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or 1.5% per annum. The rate for cash collections shall be increased upward to the next quarter when the electronic rate reaches to within 10% of the cash rate at each individual plaza. The rate for electronic collection shall be based upon the actual calculated percentage rounded to the nearest cent. The rate for Pay By Plate collection will be set by CFX based on actual costs. The CFX Governing Board has the ability to waive the toll policy at its discretion. Pursuant to the current toll policy, toll rates were increased by 4.5% in Fiscal Year 2025 (July 1, 2024) and by approximately 3.0% in Fiscal Year 2026 (July 1, 2025).

On October 10, 2019, CFX adopted a System-wide Pay By Plate toll rate which took effect on July 1, 2020 (Fiscal Year 2021). As a result, toll rates charged for Pay By Plate collection at any tolling point now equal double the corresponding ETC toll rates charged at such tolling point, which rates are greater than the rates previously charged at all tolling points. Previously, Pay By Plate customers paid the cash toll rate plus $0.20.

The following table presents System toll rates by tolling point as of July 1, 2025.

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CFX System Toll Rates as of July 1, 2025

	Roadway	Electronic Toll Schedule				Cash Toll Schedule[6]				Pay by Plate Toll Schedule			
		2 Axles[1]	3 Axles	4 Axles	5+ Axles	2 Axles[1]	3 Axles	4 Axles	5+ Axles	2 Axles[1]	3 Axles	4 Axles	5+ Axles
S.R. 528	Beachline West Main Plaza (TPK)[2]	$1.35	$2.03	$2.35	$3.04	$1.50	$2.25	$2.75	$3.50	$2.70	$4.06	$4.70	$6.08
	Boggy Creek Road/McCoy Road	1.35	1.35	1.35	1.35	1.50	1.50	1.50	1.50	2.70	2.70	2.70	2.70
	Conway Road/Tradeport Drive	1.35	1.35	1.35	1.35	1.50	1.50	1.50	1.50	2.70	2.70	2.70	2.70
	Beachline Main Plaza	1.06	2.12	2.46	3.14	1.25	2.50	2.75	3.50	2.12	4.24	4.92	6.28
	Innovation Way	0.72	0.72	0.72	0.72	1.00	1.00	1.00	1.00	1.44	1.44	1.44	1.44
	Dallas Blvd.	0.63	0.63	0.63	0.63	0.75	0.75	0.75	0.75	1.26	1.26	1.26	1.26
	Dallas Main Plaza[3]	0.63	0.93	1.24	1.24	0.75	1.25	1.50	1.50	1.26	1.86	2.48	2.48
S.R. 408	Good Homes Road[4]	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.56	0.56	0.56	0.56
	Hiawassee Main Plaza	1.00	2.03	2.35	3.04	1.25	2.25	2.75	3.50	2.00	4.06	4.70	6.08
	Hiawassee Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Pine Hills Main Plaza	1.35	2.03	2.35	3.04	1.50	2.25	2.75	3.50	2.70	4.06	4.70	6.08
	Old Winter Garden Road	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	John Young Parkway (S.R. 423)	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Orange Blossom Trail	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Mills Avenue	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Bumby Avenue	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Conway Road	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Andes/Semoran Blvd.	1.35	1.35	1.35	1.35	1.50	1.50	1.50	1.50	2.70	2.70	2.70	2.70
	Conway Main Plaza	1.35	2.03	2.35	3.04	1.50	2.25	2.75	3.50	2.70	4.06	4.70	6.08
	Semoran Blvd. (S.R. 436)	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Dean Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Dean Main Plaza	1.00	2.03	2.35	3.04	1.25	2.25	2.75	3.50	2.00	4.06	4.70	6.08
	Rouse Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
S.R. 417	John Young Main Plaza	1.68	2.35	3.04	3.70	2.00	2.75	3.50	4.25	3.36	4.70	6.08	7.40
	John Young Parkway (S.R. 423)	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Orange Blossom Trail	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Landstar Boulevard[4]	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00
	Boggy Creek Main Plaza	1.68	2.35	3.04	3.70	2.00	2.75	3.50	4.25	3.36	4.70	6.08	7.40
	South Access Rd/Int'l Airport	1.35	1.35	1.35	1.35	1.50	1.50	1.50	1.50	2.70	2.70	2.70	2.70
	Boggy Creek Road	1.35	1.35	1.35	1.35	1.50	1.50	1.50	1.50	2.70	2.70	2.70	2.70
	Lake Nona Blvd.	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Narcoossee Road	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Moss Park Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Innovation Way	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Lee Vista Blvd.	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Curry Ford Main Plaza	1.00	2.03	2.35	3.04	1.25	2.25	2.75	3.50	2.00	4.06	4.70	6.08
	Curry Ford Road (S.R. 552)	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Colonial Drive (S.R. 50)	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	University Main Plaza	1.00	2.03	2.35	3.04	1.25	2.25	2.75	3.50	2.00	4.06	4.70	6.08
	University Blvd.	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
S.R. 429	Schofield Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	New Independence Parkway	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Independence Main Plaza	1.68	2.35	3.04	3.70	2.00	2.75	3.50	4.25	3.36	4.70	6.08	7.40
	Stoneybrook West Parkway[5]	0.68	0.68	0.68	0.68	-	-	-	-	1.36	1.36	1.36	1.36
	C.R. 535	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	S.R. 438	0.34	0.34	0.34	0.34	0.50	0.50	0.50	0.50	0.68	0.68	0.68	0.68
	West Road	1.00	1.00	1.00	1.00	1.25	1.25	1.25	1.25	2.00	2.00	2.00	2.00
	Forest Lake Main Plaza	1.68	2.35	3.04	3.70	2.00	2.75	3.50	4.25	3.36	4.70	6.08	7.40
	C.R. 437A	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Ponkan Main Plaza[5]	0.96	1.45	1.94	2.41	-	-	-	-	1.92	2.90	3.88	4.82
	Mt. Plymouth Main Plaza[5]	0.91	1.38	1.80	2.27	-	-	-	-	1.82	2.76	3.60	4.54
S.R. 414	Coral Hills Main Plaza	1.35	2.03	2.68	3.37	1.50	2.25	3.00	3.75	2.70	4.06	5.36	6.74
	Keene Road	0.68	0.68	0.68	0.68	0.75	0.75	0.75	0.75	1.36	1.36	1.36	1.36
	Hiawassee Road	0.34	0.34	0.34	0.34	0.50	0.50	0.50	0.50	0.68	0.68	0.68	0.68
S.R. 453	Coronado Main Plaza[5]	0.77	1.19	1.58	1.99	-	-	-	-	1.54	2.38	3.16	3.98
S.R. 538	Marigold Main Plaza[4] [5]	2.22	3.36	4.43	5.58	-	-	-	-	4.44	6.72	8.86	11.16
	Koa Main Plaza[4] [5]	0.55	0.81	1.09	1.36	-	-	-	-	1.10	1.62	2.18	2.72
	Goldenrod Main Plaza[4]	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00

(1) - Includes motorcycles.
(2) - Tolls for both CFX and Turnpike are collected by Florida's Turnpike. Mainline plazas with variable class toll rates.
(3) - Tolls for both CFX and Turnpike are collected by CFX.
(4) - No toll adjustment on Good Homes, Landstar Blvd, Marigold Main, Koa Main & Goldenrod Main.
(5) - AET Plazas with ETC and Pay By Plate rates, no cash collection.
(6) – As of September 29, 2025, all toll plazas have been converted to AET Plazas with ETC and Pay By Plate rates. No cash collection remaining on any portion of the System.
Source: CFX.

Discount Programs

[TO BE REVIEWED AND CONFIRMED]

General. The Bond Resolution provides that CFX may establish preferential toll rates based upon frequency, volume, time of day, distance traveled or method of payment, and that CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the rate covenant in the Bond Resolution.

E-PASS Discount Programs and State Toll Relief Program. In 1998, CFX began a program to offer discounts to frequent ETC customers of the system (the "Volume Discount Program"). The Volume Discount Program offered a 5% rebate to ETC customers with 40 or more transactions per month and a 10% rebate to customers with 80 or more transactions per month. While the E-PASS system is interoperable with SunPass, as well as LeeWay (Lee County), transactions on these systems did not apply towards the Volume Discount Program.

Beginning on May 1, 2016 (Fiscal Year 2016), CFX implemented the E-PASS Customer Loyalty Discount Program (the "Loyalty Discount Program") to replace the previously described Volume Discount Program. The Loyalty Discount Program is a tiered program that provides toll discounts to E-PASS customers based on the number of transactions per transponder each month on the System. There is no enrollment process or monthly fee and all E-PASS customers are automatically eligible to participate in the Loyalty Discount Program. The Loyalty Discount Program offers a 10% rebate to E-PASS customers with 40 or more transactions per month and a 15% rebate to customers with 80 or more transactions per month. Only E-PASS customers are eligible for this discount. In September 2022, CFX announced that the Loyalty Discount Program would be replaced with a new E-PASS Volume Savings Program starting in October 2022 (Fiscal Year 2023). This program is also exclusive to E-PASS customers and is the same concept as the Loyalty Discount Program: tiered and with no enrollment process or monthly fee. The program offers a 20% rebate to customers with 40 or more transactions per month and a 25% percent rebate to customers with 80 or more electronic transactions per month.

Beginning January 1, 2023 (Fiscal Year 2023) through December 31, 2023 (Fiscal Year 2024), E-PASS customers or Florida interoperable toll pass customers with 35 or more toll transactions per transponder in a single month would automatically receive a 50% toll credit to their account. This was part of the 2023 Toll Relief Program (Senate Bill 6A) enacted by Governor Ron DeSantis and the Florida Legislature on December 15, 2022. The 2023 Toll Relief Program was for 2-axle vehicles only, and customers qualifying for this program did not receive the Loyalty Discount Program discounts while the program is in effect. The toll credits were reimbursed to CFX by the State of Florida

each month, funded through the Florida Legislative budget. A total of $132.5 million in toll credits were provided to E-PASS customers during this program in 2023. Due to the success of the program, Governor DeSantis announced the extension of the program to be reinstated in April 2024 (Fiscal Year 2024) through March 2025 (Fiscal Year 2025).

[DISCUSS RENEWAL OF VOLUME PROGRAM PER APRIL 10 PRESS RELEASE]

In the first fiscal year of implementation (Fiscal Year 1998), the toll discounts/credits totaled approximately $0.7 million, or approximately 0.7 percent of the total System revenues. In Fiscal Year 2024, the discount program has grown to $12.6 million, or approximately 1.8% of the total System revenues. This growth is indicative of the significant increase in transponder usage overall and the frequency of trips made by electronic toll customers. Discount program growth in Fiscal Year 2024 and Fiscal Year 2024 was lower than the past several years due to the 2023 Toll Relief Program.

I-4 Commuter Discount Program. Beginning in Fiscal Year 2016 (July 2015), CFX implemented the I-4 Ultimate Commuter Discount Program (the "I-4 Commuter Discount Program"), which was offered for a six-year period ended July 1, 2021 to provide relief for, and options to, customers during the planned construction activities on I-4. The I-4 Commuter Discount Program provided an additional 5.0% discount to customers with 20 or more transactions in a month on the CFX "beltway" facilities, which include SR 417, SR 429 and SR 414. The discount was only offered in months when actual toll revenue exceeded the revenue projections by more than 2.0%. In Fiscal Year 2021, the last year of the program, this discount program provided approximately $4.2 million in rebates to customers.

School Bus Rebate Program. Beginning in February 2016, CFX implemented a regional public school bus rebate program (the "School Bus Rebate Program," and together with the Volume Discount Program, the Loyalty Discount Program and the I-4 Commuter Discount Program, the "Discount Programs"). The School Bus Rebate Program provides a 99% rebate for school buses from Brevard, Lake, Orange, Osceola, Polk, Seminole, and Volusia Counties using the System. Such 99% rebate will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. In Fiscal Year 2025, this discount program provided $**[**0.2**]** million in rebates to local school districts.

Toll Suspension

General. State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by the Traffic and Earnings Consultant assume that no local, regional or national emergency, outside of the COVID-19 pandemic, will arise which will abnormally restrict the use of motor vehicles or substantially alter economic

activity or freedom of mobility. See Section 1.6.3 "Forecasting Assumptions" of the System Traffic and Earnings Report attached as APPENDIX D hereto. **[**CONSIDER TIE-IN TO NEW STORM IMPACT COLUMN IN PROJECTED TOLL REVENUE TABLE**]**

Hurricane Dorian. On August 28, 2019 and in response to Hurricane Dorian, an eventual Category 5 storm approaching the State at the time, Governor Ron DeSantis declared a state of emergency for those counties in the State in the path of the storm. Pursuant to State law, on September 1, 2019, Governor DeSantis directed the Department and CFX to suspend tolls on certain transportation facilities across the State, including those tolls charged for use of SR 408, SR 414, SR 417, SR 429, SR 453, SR 528, SR 538 and SR 551. Hurricane Dorian remained off the eastern coast of the State as it moved northward and did not make landfall in the State. The System suffered no damage as a result of Hurricane Dorian. The toll suspension order was lifted at 12:01 AM on September 6, which was 5 days after it was effectuated. CFX estimates that approximately $5.4 million in toll revenue was lost due to the direct suspension of tolls.

Hurricane Ian. On September 24, 2022 and in response to Hurricane Ian, an eventual Category 4 storm approaching the State at the time, Governor DeSantis declared a state of emergency for the entire State. Pursuant to State law, on September 27, 2022, Governor DeSantis directed the Department and CFX to suspend tolls on certain transportation facilities across the State, including the entirety of the System. At 3:05 PM on September 28, 2023, Hurricane Ian made landfall near Cayo Costa, Florida, with sustained winds of 150 mph causing catastrophic damage to affected areas. Hurricane Ian slowly traversed the Florida peninsula, causing inland flooding from sustained heavy rainfall, before re-emerging over open waters of the Atlantic as a tropical storm. September and October 2022 transactions and revenues were negatively impacted by toll suspensions during Hurricane Ian. Tolls were suspended on CFX toll facilities through 6:00 AM on October 15, 2022 (over 17 days) resulting in a transaction loss of approximately $26.6 million and a toll revenue loss of $33.4 million on the CFX System. The System suffered no damage as a result of Hurricane Ian.

Hurricane Milton. On October 5, 2024 and in response to Hurricane Milton, an eventual Category 3 storm approaching the State at the time, Governor DeSantis declared a state of emergency for 35 counties in the State. Pursuant to State law, on October 7, 2024, Governor DeSantis directed the Department and CFX to suspend tolls on certain transportation facilities across the State, including the entirety of the System. Hurricane Milton made landfall near Siesta Key, Florida, with sustained winds of 115 mph causing major damage to affected areas. Hurricane Milton traversed the Florida peninsula, causing numerous tornados and inland flooding from sustained heavy rainfall, before re-emerging over open waters of the Atlantic as a tropical storm. Tolls were suspended on CFX toll facilities through 12:00 PM on October 18, 2024 (11 days) resulting in a transaction loss of approximately $[17.0] million and a toll revenue loss of $[22.0]

million on the CFX System. [The System suffered no damage as a result of Hurricane Milton.]**[**CFX TO UPDATE**]**

COVID-19

General. The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 has generally had a negative financial impact on local, state and national economies around the country, including significantly increased unemployment in certain sectors including especially travel, hospitality and restaurants.

COVID-19 is a respiratory virus which was first reported in China and thereafter spread around the world, including the United States, and is considered a Public Health Emergency of International Concern by the World Health Organization. This led to quarantine and other "social distancing" measures throughout the United States. These measures included recommendations and warnings to limit non-essential travel and promote telecommuting.

While many of the effects of COVID-19 may be temporary, it has altered the behavior of businesses and people in a manner resulting in negative impacts on global and local economies. The continued existence or spread of COVID-19 and measures taken to prevent or reduce it, have adversely impacted state, national and global economic activities and, accordingly, could adversely impact the financial condition, performance and credit ratings of the State and CFX.

In Fiscal Year 2020, both transactions and revenue decreased, due to the negative impacts of the COVID-19 pandemic. Because the fiscal year begins in July, Fiscal Year 2020 only included four months of the impacts of the COVID-19 pandemic. Thus, although April 2020 (Fiscal Year 2020) contained the deepest impacts of the COVID-19 pandemic, additional impacts also occurred during the early months of Fiscal Year 2021, which included a full year of travel reductions and the initial recovery.

Paid in-lane transactions and revenue were 11.2% lower and 9.2% lower, respectively, than Fiscal Year 2019. More customers continued to use the Pay By Plate program as well due to the suspension of cash tolls on all CFX facilities from March 19, 2020 to May 31, 2020. September 2019 transactions and revenues were also negatively impacted by toll suspensions during Hurricane Dorian as described above under "- Toll Suspension."

Future outbreaks, pandemics or events outside CFX's control may further reduce demand for travel, which in turn could cause a decrease in toll activity and declines in revenues. See the System Traffic and Earnings Report attached hereto as APPENDIX D for more information regarding the COVID-19 pandemic's effects on the System and CFX.

Financial Impact to CFX.

In Fiscal Year 2021, total System transactions and revenue increased 0.5% and 2.8% respectively, compared to Fiscal Year 2020. This slow growth can be partially attributed to the continued recovery from the COVID-19 pandemic. However, CFX system revenues increased at a higher rate than transactions due to the Fiscal Year 2021 toll rate adjustment. In Fiscal Year 2022, total System transactions and revenue increased 20.2% and 23.0% respectively, compared to Fiscal Year 2021. The increases in both transactions and revenue reflects the recovery from the negative impacts of the COVID-19 pandemic. The Fiscal Year 2022 toll rate adjustment was another factor in the increase in revenue.

Historical and Projected Revenues

The System's toll revenues (less all discount programs, average annual storm impacts and including recaptured Pay By Plate invoices) were approximately $704.8 million in Fiscal Year 2024, approximately $[____] million in Fiscal Year 2025 (unaudited) and are projected to increase to approximately $810.0 million by Fiscal Year 2029 and to approximately $1.048 billion by Fiscal Year 2039. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein. For a more complete discussion of the historical and projected revenues and expenses of the System, a detailed description of the forecasting methodology as well as the assumptions upon which the Traffic and Earnings Consultant has based its revenue projections, see "SYSTEM REVENUES" herein and the System Traffic and Earnings Report in APPENDIX D hereto.

[Remainder of page intentionally left blank]

HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM

The following tables present historical and projected revenues, expenses and debt service coverage of the System. These tables should be reviewed in conjunction with the information contained under the caption "SYSTEM REVENUES" herein and in The System Traffic and Earnings Report attached hereto as APPENDIX D. Due to the relative frequency of storms impacting toll revenue through toll suspensions, the System Traffic and Earnings Report now includes an estimated hurricane impact to discount the available revenues for projection purposes in future years. This impact is derived from the length of the estimated traffic disruption and any toll suspensions from major storms averaged over the last 10 years.

[Remainder of page intentionally left blank]

Historical Total System Toll Revenues (Millions)[1]

Fiscal Year	System Toll Revenues							Discount Programs[4]	Total System Toll Revenues Less Discount Programs
	SR 408	SR 528	SR 417	SR 429	SR 414	SR 453[2]	SR 538[3]		
2016	$147.0	$69.0	$133.7	$47.4	$12.5	N/A	N/A	$18.7	$390.9
2017[6]	150.2	75.7	147.1	53.7	13.6	N/A	N/A	16.6	423.7
2018[6]	148.9	76.1	156.9	61.1	14.6	$0.3	N/A	16.3	441.8
2019[5][6]	149.8	78.2	165.8	72.5	15.9	1.5	N/A	20.4	463.2
2020[5][6]	143.9	76.9	153.7	71.9	16.2	1.9	$ 3.8	16.4	451.9
2021[5][6]	166.9	76.7	161.1	79.6	18.3	2.7	9.4	17.8	497.0
2022[5][6]	197.4	96.4	193.6	94.9	21.0	3.6	10.8	17.6	600.0
2023[5][6]	206.6	103.1	203.2	97.5	20.0	4.4	10.7	13.9	631.7
2024[5][6]	225.4	113.1	225.9	113.0	21.3	5.3	13.3	12.6	704.8
2025[7]									

(1) The "Total System Toll Revenues" figures only include toll revenues and do not include actual receipts from other non-toll revenue sources, interest revenues nor any revenues or costs associated with Goldenrod Road Extension.

(2) SR 453 opened to traffic in March 2018.

(3) SR 538 was purchased from Osceola County in December of 2019.

(4) Prior to May 1, 2016, the Volume Discount Program provided a 5% discount to customers with at least 40 transactions per month and a 10% discount to customers with at least 80 transactions per month. On May 1, 2016, CFX replaced the Volume Discount Program with the Loyalty Discount Program which provides a 10% discount to customers with at least 40 transactions per month and a 15% discount to customers with at least 80 transactions per month. The I-4 Commuter Discount Program, instituted for a period beginning in Fiscal Year 2017 and ending in Fiscal Year 2021, which provided an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount was only offered during months when actual total revenue exceeded the current revenue projections by more than 2.0%. The School Bus Rebate Program, which began on February 1, 2016, provides a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This rebate is only offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - Discount Programs" herein. Starting in January of 2023 the state's toll relief program went into effect. CFX is being reimbursed by the state for all discounts given to 2 axle vehicles.

(5) Total System Toll Revenues include recaptured unpaid toll notices/Pay By Plate invoices and account adjustments, which adjustments occur throughout the Fiscal Year. The Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report dated April 2025 and attached hereto as APPENDIX D only presents these effects on a System-wide basis. Accordingly, the toll revenues presented by facility shown in this table may differ from those shown in such Annual Report.

(6) On February 9, 2017, CFX adopted a new toll policy which eliminated the 15% planned toll increase scheduled for July 1, 2017 in favor of annual indexed increases beginning July 1, 2018. First annual indexed toll rate increase under new toll policy took place on July 1, 2018. See "SYSTEM REVENUES System Toll Structure" herein.

(7) Unaudited figures.

*Numbers may not add due to rounding.

Source: CFX.

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Historical System Operating, Maintenance and Administrative Expenses (Millions)

Fiscal Year	Operating Expenses[(1)]	Plus Maintenance Expenses	Plus Administrative Expenses	Less Department Participation	Total Net Expenses[(2)]
2016	42.5	13.6	6.4	7.7	54.8
2017	49.5	15.1	7.1	6.7	65.0
2018	55.6	17.6	7.7	6.9	74.0
2019	65.4	17.8	8.4	7.0	84.6
2020	68.5	18.0	8.9	7.6	87.8
2021	69.1	18.5	9.0	7.2	89.9
2022	78.6	19.3	8.4	7.9	98.4
2023	86.9	21.9	10.9	7.3	112.4
2024	93.0	24.0	13.2	8.0	122.2
2025[(3)]					

(1) Does not include depreciation, preservation or expenses listed as "other."
(2) Total sum of Operating Expenses, Maintenance Expenses and Administrative Expenses, less Department participation.
(3) Unaudited figures.
*Numbers may not add due to rounding. Does not include amounts attributable to Poinciana Parkway.
Source: CFX.

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Historical Debt Service Ratio (Thousands)

Fiscal Year	Operating Revenues[1]	Plus Interest Revenues	Less Operations, Maintenance & Administration Expense	Plus Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Net Revenues Available for Debt Service	Net Revenues Available for Debt Service Including Supplemental Payments[3]	Total Debt Service	Debt Service Ratio of Net Revenues to Debt Service	Debt Service Ratio of Net Revenues and Supplemental Payments to Debt Service[3]
2016	$400,860	$3,677	$62,553	$7,699	$972	$348,711	$358,108	$143,882	2.42x	2.49x
2017	433,942	4,954	71,687	6,694	1,073	372,830	372,830	165,163	2.26	2.26
2018	452,435	3,642	80,970	6,930	735	381,302	381,302	164,563	2.32	2.32
2019	476,197	6,458	91,640	7,041	1,086	396,970	396,970	170,170	2.33	2.33
2020	467,364	10,817	95,449	7,601	756	389,577	389,577	192,866	2.02	2.02
2021	507,613	9,507	96,655	7,174	-	427,639	427,639	211,564	2.03	2.03
2022	611,799	2,490	106,360	7,866	1,094	514,701	514,701	205,248	2.51	2.51
2023	644,558	13,192	119,682	7,307	2,145	543,230	543,230	199,991	2.72	2.72
2024	720,595	17,083	130,170	8,003	1,763	613,748	613,748	198,743	3.09	3.09
2025[4]										

(1) The "Operating Revenues" figures reflect toll revenues plus actual receipts from other non-toll revenue sources, less the Discount Programs; however, these figures do not include interest revenues or any revenues or costs associated with the Goldenrod Road Extension.

(2) Such advances are returned to the Department within 60 days of receipt.

(3) Supplemental Payments were pledged only to the Series 1990 Bonds and were available to pay debt service only on such Series of Bonds (see years 2016 through 2017). These calculations only applied to such Series 1990 Bonds which are no longer outstanding as of the date hereof.

(4) Unaudited figures.

Source: CFX.

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Projected Total System Toll Revenues (Millions)

Fiscal Year[1]	Paid In-Lane Revenue	Pay By Plate Revenue	Total Revenue	Less Discounts[2]	Less Average Annual Storm Impact[3]	Available Revenue	Percent Annual Change
2026	$ 665.7	$124.6	$ 790.3	$40.2	$11.3	$ 738.8	1.5%
2027	688.8	128.9	817.7	42.3	11.7	763.7	3.4
2028	707.9	133.2	841.1	43.8	12.0	785.3	2.8
2029	730.6	137.4	868.0	45.6	12.4	810.0	3.1
2030	758.3	142.7	901.0	47.7	12.9	840.4	3.8
2031	779.7	146.3	926.0	49.4	13.2	863.4	2.7
2032	801.9	149.8	951.7	51.2	13.6	886.9	2.7
2033	824.7	154.0	978.7	53.1	13.9	911.7	2.8
2034	847.7	157.7	1,005.4	55.0	14.3	936.1	2.7
2035	868.9	161.0	1,029.9	56.8	14.7	958.4	2.4
2036	889.8	164.4	1,054.2	58.6	15.0	980.6	2.3
2037	911.1	168.1	1,079.2	60.5	15.4	1,003.3	2.3
2038	932.4	171.4	1,103.8	62.4	15.7	1,025.7	2.2
2039	953.6	174.6	1,128.2	64.3	16.0	1,047.9	2.2
2040	975.0	178.0	1,153.0	66.2	16.4	1,070.4	2.2
2041	996.1	181.6	1,177.7	68.1	16.7	1,092.9	2.1
2042	1,017.4	185.0	1,202.4	70.1	17.1	1,115.2	2.0
2043	1,039.1	188.1	1,227.2	72.1	17.4	1,137.7	2.0
2044	1,060.2	191.5	1,251.7	74.1	17.7	1,159.9	1.9
2045	1,081.3	194.9	1,276.2	76.1	18.1	1,182.0	1.9
2046	1,102.6	198.2	1,300.8	78.2	18.4	1,204.2	1.9
2047	1,123.3	201.1	1,324.4	80.2	18.7	1,225.5	1.8
2048	1,144.2	204.5	1,348.7	82.3	19.1	1,247.3	1.8
2049	1164.5	207.5	1,372.0	84.3	19.4	1,268.3	1.7
2050	1,184.7	210.8	1,395.5	86.4	19.7	1,289.4	1.7
2051	1,204.9	213.4	1,418.3	88.4	20.0	1,309.9	1.6
2052	1,225.0	216.5	1,441.5	90.5	20.4	1,330.6	1.6
2053	1,244.7	219.6	1,464.3	92.6	20.7	1,351.0	1.5
2054	1,265.2	222.1	1,487.3	94.8	21.0	1,371.5	1.5

(1) Systemwide toll rate increase. CFX Governing Board adopted "Customer First" toll policy on February 9, 2017, implemented with Systemwide increase on July 2, 2018 (Fiscal Year 2019). Annual rate increases (estimated at 2.957% in Fiscal Year 2025, 2.3% in Fiscal Year 2026 and 1.5% for all subsequent years) are included at the beginning of each fiscal year. See "SYSTEM REVENUES – System Toll Structure" herein.

(2) CFX operates certain Discount Programs, which are explained in detail in Chapter 1 of the Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report. See also "SYSTEM REVENUES – Discount Programs" herein.

(3) Starting in Fiscal Year 2026, CFX discounts average annual storm impacts from the previous 10 years, which is equivalent to 5.5 days of storm related toll suspensions.

Source: Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report dated April 2025, attached hereto as APPENDIX D.

Estimated Net Revenues Available for Debt Service (Millions)

[TO BE UPDATED POST DEFEASANCE]

Fiscal Year	Projected Total System Toll Revenues Less Discount Programs and Storm Impacts[1]	Plus Interest Income and Other System Revenues	Less Operations, Maintenance & Administration Expense[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Estimated Net Revenues Available for Debt Service
2026	$738.8	$13.0	$145.3	$0.9	$605.6
2027	763.7	9.0	152.8	1.0	618.9
2028	785.3	9.3	160.6	1.0	633.0
2029	810.0	9.6	168.8	1.1	649.8
2030	840.4	10.0	187.1	1.1	662.2
2031	863.4	10.4	196.4	1.2	676.1
2032	886.9	18.1	206.3	1.2	697.5
2033	911.7	28.3	216.6	1.3	722.2
2034	936.1	36.8	227.4	1.4	744.2
2035	958.4	43.9	238.8	1.4	762.1
2036	980.6	53.7	250.7	1.5	782.1

(1) The "Projected Total System Toll Revenues Less Discount Programs [and Storm Impacts]" numbers were obtained from the Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report dated April 2025 and attached hereto as APPENDIX D.

(2) Assumes advances from the Department for Operations and Maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement and the Interagency Agreement. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein.

*Numbers may not add due to rounding.

Source: CFX, PFM Financial Advisors LLC, except for "Projected Total System Toll Revenues Less Discount Programs and Storm Impacts" figures which are obtained from the Fiscal Year 2024 General Traffic and Earnings Consultant's Annual Report dated April 2025 attached hereto as APPENDIX D.

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Estimated Debt Service Coverage Ratio (Millions)

[TO BE UPDATED POST DEFEASANCE]

Year Ending June 30	Estimated Net Revenues Available for Debt Service	Total Aggregate Debt Service[(1)]	Less Debt Service Reserve and Sinking Fund Interest Earnings	Net Aggregate Debt Service[(2)]	Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service[(3)]
2026	$605.6	$237.9	$8.7	$229.2	2.64x
2027	618.9	261.4	9.3	252.1	2.46
2028	633.0	303.0	11.6	291.4	2.17
2029	649.8	333.4	14.6	318.8	2.04
2030	662.2	371.5	17.5	354.0	1.87
2031	676.1	381.0	19.7	361.3	1.87
2032	697.5	374.8	19.6	355.3	1.96
2033	722.2	377.4	19.6	357.8	2.02
2034	744.2	373.8	19.6	354.3	2.10
2035	762.1	374.3	19.6	354.7	2.15
2036	782.1	346.5	19.1	327.4	2.39

(1) Includes estimated debt service on the Series 2025 Bonds, Outstanding Parity Bonds and assumes additional Parity Bonds are issued over the next four years to fund approximately $2.4 billion of project costs including certain costs beyond the currently approved Five-Year Work Plan reflecting completion of all projects commenced within such Work Plan. CFX updates the Five-Year Work Plan annually and will plan according to the 1.60x coverage planning target per the Debt Policy.

(2) Net Aggregate Debt Service is computed by subtracting the Debt Service Reserve and Sinking Fund Interest Earnings from the Total Aggregate Debt Service.

(3) Debt Service Ratio is computed by dividing the Net Aggregate Debt Service into the Estimated Net Revenues Available for Debt Service.

Source: CFX, except for "Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service" and "Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service" figures which were prepared by PFM Financial Advisors LLC and approved by CFX.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS

For an overview and analysis of the financial activities of CFX for the Fiscal Years 2024 and 2023, see "Management's Discussion and Analysis" in the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2024 AND JUNE 30, 2023" attached hereto as APPENDIX G. Amounts and figures related to Fiscal Year ending June 30, 2025 presented throughout this Official Statement are unaudited. Audited financial statements for the Fiscal Year ending June 30, 2025 are expected to be available in December 2025 after approval by CFX's Governing Board.

[CFX TO UPDATE**]**

Liquidity Position. As of [_____], 2025, CFX had $[_____] in unrestricted funds, $[0] in restricted funds and $[_____] in reserves, excluding CFX's debt service reserve funds but including the internal discretionary reserve.

	Actual as of [_/__]
Unrestricted Funds for Operations and Projects	
System Projects	$
Toll Collection	
Subtotal	
Restricted Funds – By Board Policy or Agreement	
General and Internal Discretionary Reserve	$
Goldenrod Road Project	
Subtotal	$
Restricted Funds – for Capital Projects	
Construction Fund Monies	$
Subtotal	$
Reserved Funds – Per Bond Covenants	
Renewal and Replacement	$
OM&A Reserve	
Subtotal	$
Grand Total	**$**

Budget. As of June 30, 2025, CFX's year to date total revenue was approximately $769 million which is 3% below budget. For the same time period, Operations, Maintenance and Administration Expenses were approximately $136 million, which is 7% below budget. This results in net operating revenues through June 30, 2025 of approximately $638 million, an increase of approximately 4% compared to the same time period in Fiscal Year 2024 and 3% below budget.

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RISK FACTORS

General

The purchase of the Series 2025 Bonds is subject to certain risks, including, but not limited to, those set forth below. Each prospective investor in the Series 2025 Bonds should consider carefully the information set forth in this section along with all of the other information provided in this Official Statement before deciding whether to invest in the Series 2025 Bonds.

The following disclosure is not meant to be an exhaustive list of the risks and other factors that should be considered in connection with the purchase of the Series 2025 Bonds and does not necessarily reflect the likelihood that a particular event will occur, or the relative importance of the various risks and other factors. Any one or more of the risks discussed, and others, could adversely affect CFX and its ability to make timely payment of the principal and interest on the Series 2025 Bonds and/or lead to decreases in the market value and/or liquidity of the Series 2025 Bonds. There can be no assurance that other risk factors will not arise and become material in the future.

Information Technology and Other Risk Factors

CFX is dependent on information and computing technology to conduct general business operations, including electronic toll transactions via E-PASS and other interoperable transponders, toll collections and customer account services. These systems, in particular the ETC system, may be subject to disruptions, including cyber crime, which could materially impact CFX's business operations, cause reputational damage, and and/or give rise to losses or legal liability. Any such occurrence could lead to decreased financial performance that insurance may not cover and may require CFX to expend significant resources to correct the failure or disruption.

Operating Risks

The ability of CFX to generate revenues in amounts sufficient to pay debt service on the Series 2025 Bonds and the Outstanding Parity Bonds when due is subject to the risks inherent in toll facilities. The ability to repay the Series 2025 Bonds and the Outstanding Parity Bonds will be dependent on the volume of traffic that uses the System and the ability of CFX and its computer systems to accurately process data. Revenues to be generated through such use will be influenced by numerous factors, including, among others, the ability to manage toll evasion and toll collection and enforcement practices; the ability to control expenses; the availability of adequately trained personnel; population, employment and income trends within the region, including tourism; the congestion on alternative freeways, highways and streets as well as traffic volume increases within the System; time savings experienced by using the System; the toll rates;

toll suspensions; increased cost of and the availability of fuel; work stoppage by employees; complete or partial destruction or temporary closure of the System due to events beyond the control of CFX; and the construction of new or improved competitive roadways or other transit facilities. See FISCAL YEAR 2024 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED APRIL 2025 attached as APPENDIX D hereto.

Costs of Construction

In connection with the projects included in the Five-Year Work Plan, there is a possibility of time delays and costs increased resulting from (i) design and construction problems and resulting change orders, (ii) insolvency, bankruptcy or default of contractors, (iii) environmental litigation or environmental administrative matters, (iv) the unavailability or cost of acquiring right-of-way, (v) archeological, historic and unidentified subsurface conditions, (vi) utility relocation problems, (vii) hazardous materials, (viii) force majeure events, (ix) litigations, or (x) inflation. Variations in cost estimates and delays in construction could be material.

Maintenance Costs

Successful operation of the System will require timely and complete maintenance and replacement of components of the System. No assurance can be given that sufficient funds will be available to maintain the System adequately. Any significant deterioration in the System may result in increased operating costs in reduced usage, as well as temporary lane closures, and could adversely affect the amount of funds available to pay debt service on the Outstanding Parity Bonds, including the Series 2025 Bonds. For more information regarding the System, its maintenance and the Lease-Purchase Agreement, see "MAINTENANCE OF THE SYSTEM" herein.

System Traffic and Earnings Report

The traffic and revenue forecasts for the System Traffic and Earnings Report, attached hereto as APPENDIX D, are based upon certain assumption set forth or incorporated therein. The System Traffic and Earnings Report is not a guarantee of any future events or trends and the forecasts therein are subject to future economic and social conditions and demographic developments that cannot be predicted with certainty. Further the estimates and assumptions in the System Traffic and Earnings Report are inherently subject to significant economic and competitive uncertainties and contingencies, many of which are beyond the control of CFX. Failure to achieve or realize any of the assumptions in the System Traffic and Earnings Report may have a materially adverse effect upon the gross toll revenues actually realized by CFX. See "FISCAL YEAR 2024 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED APRIL 2025" attached as APPENDIX D hereto.

Force Majeure Events and Climate Change

The State is naturally susceptible to the effects of extreme weather events and natural disasters including hurricanes and floods which could result in negative economic impacts on CFX and the System. Operation of the System is at risk from events of force majeure, such as hurricanes, lightning strikes, tornadoes, floods, extreme winds, severe storms, wildfires or other natural disasters, epidemics, blockades, rebellions, war, riots, acts of sabotage, terrorism or civil commotion, and spills and explosions of hazardous materials. Weather-related events can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage the System or lead to suspension of tolls during evacuations, leading to a loss of revenue. See "SYSTEM REVENUES - Toll Suspension" herein for information about toll suspensions.

If any of the foregoing events occur, to the extent not fully covered by insurance, it could materially and adversely affect CFX's ability to repay the Series 2025 Bonds. Construction or operations may also be stopped or delayed from non-casualty events such as discovery of archaeological artifacts, or protected species, changes in law, delays in modifying, obtaining or renewing permits, revocation of such permits and approvals and litigation, among other things.

Motor Fuel Prices and Taxes

Among other assumptions, the revenue forecasts in the System Traffic and Earnings Report, attached hereto as APPENDIX D are based on the assumption that motor fuel and any other source of power for operating the motor vehicles will remain in adequate supply and increases in price will not substantially exceed overall inflation over the forecast period. There is no assurance that motor fuel and any other source of power for operating motor vehicles will remain in adequate supply or that increases in price will not exceed overall inflation during the forecast period covered by the System Traffic and Earnings Report. Prices of motor fuel and any other source of power for operating motor vehicles in excess of such a level could materially adversely affect the revenue forecasts.

Toll Suspension

State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by the Traffic and Earnings Consultant assume that no local, regional or national emergency will arise which will abnormally restrict the use of motor vehicles or substantially alter economic activity or freedom of mobility.

Economic Conditions and Financial Markets

A substantial deterioration in the level of economic activity or tourism could have an adverse impact upon the level of Gross Revenues collected. In addition, Gross Revenues may also decline due to traffic interruptions as a result of construction, greater use of carpooling or use of mass transit, more reliance on telecommuting in lieu of commuting to work, relocation of businesses, or similar activities. Future toll increases could have an adverse effect on the level of traffic and Gross Revenues collected. Lower traffic levels could result in lower total Gross Revenues, even though toll rates might increase.

The capital markets experience substantial disruption from time to time. There can be no assurance as to the timing of any disruption or the extent of any recovery that may be made by capital markets. CFX's capital plans include raising additional funds through bond financings for various projects. If CFX is unable to access the capital markets as a result of any such disruption, it is likely to have to delay the completion of certain projects until such time as the capital markets rebound. The effect of such delays could result in increased costs for such projects, which could negatively impact CFX's financial position.

Public Health

The COVID-19 pandemic, together with public and private sector responses to the virus affected travel, commerce, businesses and financial markets globally. Although the full impact of COVID-19 cannot be fully predicted, the COVID-19 situation has had a material adverse effect on the state, national and global economies. A resurgence of the COVID-19 pandemic or the occurrence of other public health pandemics could negatively impact CFX's financial position. See "SYSTEM REVENUES - COVID-19" herein.

Risks Relating to Tax Matters

As discussed under the caption "LEGAL MATTERS", interest on the Series 2025 Bonds could be, or become, includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds as a result of a failure of the Authority to comply with certain provisions of the Code, the Treasury regulations promulgated thereunder, and certain other guidance issued by the IRS and courts. In addition, the law relating to the Series 2025 Bonds is subject to change by legislation and judicial or administrative decision, in each case, possibly with retroactive effect. No ruling has been sought or obtained from the IRS with respect to the treatment of the Series 2025 Bonds or the property financed or refinanced with proceeds of the Series 2025 Bonds under current law, and there can be no assurance that interest on the Series 2025 Bonds is or will continue to be exempt from tax for federal income tax purposes.

Potential investors should consult their tax advisors concerning the tax implications of the purchase, ownership or disposition of the Series 2025 Bonds.

MUNICIPAL BOND INSURANCE RISK FACTORS

CFX has received a commitment from the Insurer for the Policy to guarantee the scheduled payment of principal and interest on the Series 2025 Bonds. CFX has yet to determine whether an insurance policy will be purchased with the Series 2025 Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Series 2025 Bonds when all or some becomes due, any owner of the Series 2025 Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Series 2025 Bonds by CFX which is recovered by CFX from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absence such prepayment by CFX unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to any applicable bond documents.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Series 2025 Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Insurer becomes obligated to make payments with respect to the Series 2025 Bonds, no assurance is given that such event will not adversely affect the market price of the Series 2025 Bonds or the marketability (liquidity) for the Series 2025 Bonds.

The long-term ratings on the Series 2025 Bonds are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Series 2025 Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Series 2025 Bonds or the marketability (liquidity) for the Series 2025 Bonds. See "RATINGS" herein.

The obligations of the Insurer are general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

Neither CFX or the Underwriters (as defined herein) have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of CFX to pay principal and interest on the Series 2025 Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See "MUNICIPAL BOND INSURANCE" herein.

LITIGATION

[There is not now any litigation pending or, to the knowledge of CFX, threatened, which if successful would affect the validity of the Series 2025 Bonds or the proceedings and authority under which they are to be issued. From time to time, CFX engages in routine litigation, the outcome of which is not expected to have any material adverse effect on the issuance and delivery of the Series 2025 Bonds or the financial condition of CFX.**][**TO BE CONFIRMED BY CFX**]**

LIMITATION AND ENFORCEABILITY OF REMEDIES

The remedies available to owners of the Series 2025 Bonds upon an Event of Default under the Bond Resolution are limited to the institution of an action for specific performance in a writ of mandamus or other suit, action or proceeding compelling and requiring CFX and its officers to observe and perform any covenant, condition or obligation prescribed in the Bond Resolution, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System. The remedies provided with respect to the Series 2025 Bonds under the Bond Resolution are in many respects dependent upon statutory, regulatory provisions (including the federal bankruptcy code) and judicial decisions which are often subject to discretion and delay and therefor may not be readily available or may be limited. The various legal opinions delivered or to be delivered concurrently with the delivery of the Series 2025 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. See "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that CFX make full and fair disclosure of any bonds or other debt obligations of

such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. CFX is not presently and, since December 31, 1975, has not been in default as to payment of principal or interest on any bonds or other debt obligations.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), CFX will enter into a Continuing Disclosure Agreement, with Digital Assurance Certification, L.L.C., as Dissemination Agent, dated the date of delivery (the "Continuing Disclosure Agreement") which is attached hereto as "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT," for the benefit of the Holders (as defined in the Continuing Disclosure Agreement) of the Series 2025 Bonds. Under the Continuing Disclosure Agreement, CFX, as an "obligated person" under the Rule and, initially, the sole obligated person under the Continuing Disclosure Agreement, will provide certain financial information and operating data (the "Annual Report") relating to CFX and notices of the occurrence of certain enumerated events with respect to the Series 2025 Bonds.

The Annual Report, and notices of the occurrence of certain enumerated events, will be filed by or on behalf of CFX to the centralized information repository developed and operated by the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access system ("EMMA"), in an electronic format prescribed by the MSRB. The nature of the information to be provided in the Annual Report and the notices of such enumerated events is set forth in "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement further provides that a default under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution.

In the past five-years, CFX did not timely post a material event notice regarding the issuance of the privately placed Series 2020A Bond. CFX has subsequently filed such notice with EMMA.

UNDERWRITING

BofA Securities, Inc., on behalf of itself and the other underwriters listed on the cover page of this Official Statement (collectively, the "Underwriters"), has agreed to purchase the Series 2025 Bonds at a price of $[_____] (representing the principal amount of $[_____] **[**plus/minus**]** **[**net**]** bond **[**premium/discount**]** of $[_____], less an Underwriters' discount of $[_____]).

The prices and other terms with respect to the offering and sale of the Series 2025 Bonds may be changed from time to time by the Underwriters after such Series 2025

Bonds are released for sale, and the Series 2025 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2025 Bonds into investment accounts.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for CFX, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of CFX.

[UNDERWRITER SPECIFIC DISCLOSURE TO BE REVIEWED AND UPDATED AS NECESSARY]

[J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series 2025 Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group ("WFBNA"), one of the underwriters of the Series 2025 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2025

Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2025 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2025 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.]

In addition, certain other of the Underwriters have entered into distribution agreements with other broker-dealers (that have not been designated by CFX as Underwriters) for the distribution of the Series 2025 Bonds at the original issue prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATINGS

The Series 2025 Bonds have been assigned a rating of "____" (_____ outlook) from S&P, "____" (_____ outlook) from Moody's Investors Service, Inc. ("Moody's") and "____" (_____ outlook) from Fitch Ratings, Inc. ("Fitch"). Such ratings express only the views of S&P, Moody's and Fitch (collectively, the "Rating Agencies"). An explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the same. There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the Series 2025 Bonds. CFX undertakes no responsibility to oppose any such revision or withdrawal.

LEGAL MATTERS

General

Certain legal matters incident to the validity of the Series 2025 Bonds and the issuance thereof by CFX are subject to the approval of Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, Bond Counsel. The proposed form of the opinion of Bond Counsel is attached hereto as APPENDIX H. Certain legal matters will be passed upon by Deputy General Counsel to CFX, Cristina Berrios, Esquire. Nabors, Giblin &

Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel for CFX. Certain legal matters in connection with the Series 2025 Bonds will be passed upon for the Underwriters by Greenberg Traurig, P.A., Orlando, Florida, counsel to the Underwriters.

Opinion of Bond Counsel

[TO BE REVIEWED BY BOND COUNSEL]

Certain legal matters incident to the authorization, validity, and issuance of the Series 2025 Bonds are subject to the unqualified approving opinion of Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Series 2025 Bonds. It is anticipated that the approving opinion will be in substantially the form attached to this Official Statement as APPENDIX H.

The Internal Revenue Code of 1986, as amended (the "Code"), contains various requirements and restrictions which apply to the Series 2025 Bonds. These include restrictions on investments, requirements for periodic payment of any arbitrage profits to the United States, requirements regarding the use of Series 2025 Bond proceeds, including the use of property financed with Series 2025 Bond proceeds, and other restrictions and requirements. Failure to comply with certain of such requirements and restrictions may cause interest on the Series 2025 Bonds to become subject to federal income taxation, retroactive, in some cases, to the date of issuance of the Series 2025 Bonds.

In the opinion of Bond Counsel, under existing statutes, regulations, rulings, and court decisions, interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes (including for purposes of the tax imposed by Chapter 2A of Subtitle A of the Code (the "Affordable Care Tax")) and is not an enumerated item of tax preference for purposes of the federal alternative minimum tax imposed on taxpayers other than corporations. Interest on the Series 2025 Bonds, by virtue of being excluded from gross income under Chapter 1 of Subtitle A of the Code, is excluded from the modified adjusted gross income of individuals, from the adjusted gross income of estates and trusts, and from the net investment income of taxpayers that are subject to the 3.8% tax imposed pursuant to the Affordable Care Tax. However, gain, if any, from the sale or other disposition of Series 2025 Bonds may be included in each of the foregoing measures of income.

The Affordable Care Tax is imposed on individuals on the lesser of (1) net investment income and (2) any excess of modified adjusted gross income over the applicable threshold amount. For individuals filing joint federal tax returns or as surviving spouses, the applicable threshold is $250,000; for married individuals filing separate returns, the applicable threshold is $125,000; and for other individuals, the applicable threshold is $200,000. For estates and trusts this 3.8% tax is imposed on the

lesser of (1) undistributed net investment income and (2) any excess of adjusted gross income over the dollar amount at which the highest tax bracket in Section 1(e) of the Code begins for the taxable year.

In concluding that interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes (including the Affordable Care Tax), Bond Counsel will rely, as to questions of fact material to its opinion, upon certified proceedings and other certifications of public officials furnished to Bond Counsel, without undertaking to verify any of them by independent investigation. If certain of these items are incorrect, interest on the Bonds may become included in gross income for federal income tax purposes (including the Affordable Care Tax) retroactive, in some cases, to the date of issuance of the Series 2025 Bonds. The foregoing opinions are also subject to the condition that the CFX comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that the interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of the interest on the Series 2025 Bonds in gross income for federal income tax purposes (including the Affordable Care Tax) to be retroactive to the date of issuance of the Bonds.

Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the Series 2025 Bonds.

Interest on the Series 2025 Bonds may or may not be subject to state or local income taxation in jurisdictions, including Florida, under applicable state or local laws. Purchasers of the Bonds should consult their tax advisors as to the taxable status of the Bonds in a particular state or local jurisdiction.

Original Issue Premium

The Series 2025 Bonds maturing July 1, 20[__] through July 1, 20[__] (each a "Premium Bond"), are being sold at prices in excess of the principal amount thereof. Under the Code, the excess of an owner's cost basis of a bond over the principal amount of such bond (other than a bond held as inventory, stock in trade, or for sale to customers in the ordinary course of business) is generally characterized as "bond premium." For federal income tax purposes, bond premium is amortized over the term of the related bond (or to its earlier call date). An owner will therefore be required to decrease its basis in the Premium Bonds by the amount of amortizable bond premium attributable to each taxable year it holds Premium Bonds. The amount of amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption, or other disposition of Premium Bonds.

Collateral Federal Tax Consequences of Owning Bonds

Ownership of the Series 2025 Bonds may result in collateral federal tax consequences to certain taxpayers, including, without limitation, financial institutions and other taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2025 Bonds, property and casualty insurance companies, certain recipients of Social Security or railroad retirement benefits, foreign corporations operating branches in the United States, certain Subchapter S corporations, and persons who purchase Series 2025 Bonds other than in the initial public offering or other than at the initial public offering price(s). The following is a general description of certain of these consequences:

1. No deduction is allowable for interest on indebtedness incurred or continued to purchase or carry the Series 2025 Bonds or, in the case of a financial institution, that portion of the owner's interest expense allocated to interest on the Bonds. With respect to certain financial institutions (within the meaning of Section 265(b)(5) of the Code), the amount so allocated is determined under Section 291 of the Code.

2. Property and casualty insurance companies are required to reduce the amount of their deductible underwriting losses by 25% of their amount of tax-exempt interest, including interest on the Series 2025 Bonds. If the amount of this reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income.

3. Certain recipients of Social Security benefits and railroad retirement benefits will be required to include a portion of such benefits within gross income by reason of receipt or accrual of interest on the Series 2025 Bonds.

4. A branch-level tax is imposed on certain earnings and profits of foreign corporations operating branches in the United States, and interest on the Series 2025 Bonds may be included in the determination of such domestic branches' taxable bases on which this tax is imposed.

5. Passive investment income, including interest on the Series 2025 Bonds, may be subject to federal income taxation for any Subchapter S corporation that has Subchapter C earnings and profits at the close of the taxable year, if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income.

6. Purchasers of Series 2025 Bonds for less than the initial public offering price or not in the initial public offering may, in addition to the tax consequences described above, experience collateral federal tax consequences. For example, purchasers who purchase Series 2025 Bonds in the initial public offering for less than the initial public offering price will have market discount which is taxable when recognized for federal tax purposes.

7. Payments of interest on the Series 2025 Bonds are subject to reporting to the Internal Revenue Service (the "IRS") and to payees on Form 1099-INT (or successor form), and the Paying Agent (or its agent) may be required to withhold federal tax (referred to as "backup withholding") from any such payment on a Series 2025 Bond, which is imposed at the rate of 24% of the gross amount of any such payment, if (i) the owner fails to furnish the Paying Agent (or its agent) his or her taxpayer identification number ("TIN"), the accuracy of which has been certified under the penalty of perjury, (ii) the Paying Agent (or its agent) has been notified by the IRS that the owner of the Series 2025 Bond has supplied an incorrect TIN, (iii) the IRS has notified the Paying Agent (or its agent) that the owner of the Series 2025 Bond has failed properly to report certain income to the IRS, or (iv) when required to do so, the owner of the Series 2025 Bond fails to certify under the penalty of perjury that he or she is not subject to backup withholding.

The foregoing is not intended as a detailed or comprehensive description of all possible consequences of purchasing or holding the Series 2025 Bonds. Persons considering the purchase of the Series 2025 Bonds should consult with their tax advisor as to the consequences of buying or holding the Series 2025 Bonds in their particular circumstances.

Changes in Federal Law

From time to time, legislative proposals may be made to change federal or state law that, if enacted, would eliminate the exclusion of interest on tax-exempt bonds from gross income for federal income tax purposes or any state law exemption or that would otherwise diminish the advantages of ownership of tax-exempt bonds for one or more categories of taxpayers for federal or state law purposes. Any such proposal could, in certain circumstances, even become effective with respect to tax-exempt bonds issued or purchased prior to enactment or announcement of the proposal.

In addition, from time to time, administrative actions, including regulations, rulings, and other administrative authorities, may be announced or proposed and litigation may be commenced or threatened that, if they become a legal authority, could eliminate or diminish the advantages of ownership of tax-exempt bonds for one or more categories of taxpayers for federal or state law purposes. The mere existence or announcement of any such legislative proposal or commencement or threatening of any such administrative action or litigation could impair the marketability or market value of the Series 2025 Bonds, at least temporarily, whether or not it is ultimately enacted into law or becomes a legal authority.

The opinion expressed by Bond Counsel is based upon the U.S. Constitution and the Constitution of the State of Florida, implemented by statutes enacted thereunder, and as interpreted by judicial, regulatory, and other administrative authorities existing as of the date of issuance and delivery of the Series 2025 Bonds. Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any proposed or pending

legislation or proposed, pending, or threatened administrative actions or litigation. Potential purchasers of the Series 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, administrative action, or litigation of the type referred to or characterized above as part of their investment decision and thereafter, as appropriate.

PROFESSIONAL CONSULTANTS

Financial Advisor

PFM Financial Advisors LLC, Orlando, Florida serves as Financial Advisor to CFX. The Financial Advisor assisted CFX in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2025 Bonds, and provided other advice. However, the Financial Advisor, with the exception of the sections herein regarding "SYSTEM FINANCING - Estimated Annual Debt Service," and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Estimated Debt Service Coverage Ratio," have not been engaged and are not obligated to undertake, and have not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor did not participate in the underwriting of the Series 2025 Bonds.

Independent Auditors

The financial statements of CFX for the Fiscal Years ended June 30, 2024 and June 30, 2023 attached hereto as APPENDIX G have been audited by Forvis Mazars, LLP (formerly known as MSL, P.A.), independent auditors, as stated in their report appearing in APPENDIX G attached hereto. Forvis Mazars, LLP has not examined, compiled or applied agreed-upon procedures to the projected and/or forecasted data contained herein and, therefore, assumes no responsibility for such data.

Engineers

Dewberry Engineers Inc. serves as CFX's General Engineering Consultant. See "CONSULTING ENGINEER'S REPORT DATED SEPTEMBER 30, 2025" attached hereto as APPENDIX C. CDM Smith, Inc. serves as CFX's Traffic and Earnings Consultant. See "FISCAL YEAR 2024 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED APRIL 2025" attached hereto as APPENDIX D.

CONTINGENT FEES

Payment of the fees of Bond Counsel, Disclosure Counsel and the Financial Advisor and the payment of a discount to the Underwriters are each contingent upon the issuance and sale of the Series 2025 Bonds.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by CFX, that are not purely historical, are forward-looking statements, including statements regarding CFX's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to CFX on the date hereof, and CFX assumes no obligation to update any such forward-looking statements. It is important to note that CFX's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of CFX. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

MISCELLANEOUS

This Official Statement is not to be construed as a contract with the purchasers of the Series 2025 Bonds. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2025 Bonds, the security for the payment of the Series 2025 Bonds and the rights and obligations of the owners of the Series 2025 Bonds. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

So far as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the opinions or estimates will be realized.

[Signature page to follow]

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

This Official Statement has been authorized and approved by CFX. Prior to the delivery of the Series 2025 Bonds, the undersigned will furnish a certificate to the effect that this Official Statement did not as of its date, and does not contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Christopher Maier, Chairman

By:_____
Michelle Maikisch, Executive Director

APPENDIX A

AMENDED AND RESTATED MASTER BOND RESOLUTION

APPENDIX B

THIRTY-SECOND SUPPLEMENTAL RESOLUTION

APPENDIX C

CONSULTING ENGINEER'S REPORT DATED SEPTEMBER, 2025

APPENDIX D

FISCAL YEAR 2024 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED APRIL 2025

APPENDIX E

LEASE-PURCHASE AGREEMENT

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX G

AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2024 AND JUNE 30, 2023

APPENDIX H

FORM OF OPINION OF BOND COUNSEL

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

by and between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

$[PAR A] CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2025A	$[PAR B] CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2025B

DATED [CLOSING], 2025

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement"), dated [CLOSING], 2025, is executed and delivered by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, and any successor disclosure dissemination agent serving hereunder pursuant to Section 10 hereof as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, CFX issued its Senior Lien Revenue Bonds, Series 2025A and Senior Lien Revenue Bonds, Series 2025B (collectively, the "Series 2025 Bonds"), pursuant to that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented by the Thirty-[Second] Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2025 adopted by CFX on [October 9], 2025, (the "Thirty-[Second] Supplemental Resolution" and together with Master Bond Resolution, the "Bond Resolution")

B. CFX has authorized the preparation and distribution of the Preliminary Official Statement dated [POS], 2025 with respect to the Series 2025 Bonds (the "Preliminary Official Statement").

C. Upon the initial sale of the Series 2025 Bonds to the underwriter(s) named in the hereinafter referenced Official Statement (collectively, the "Underwriters"), CFX authorized the preparation and use of the Official Statement dated [SALE], 2025 with respect to the Series 2025 Bonds (the "Official Statement").

D. As a condition precedent to the initial purchase of the Series 2025 Bonds by the Underwriters in accordance with the bond purchase agreement and in compliance with the Underwriters' obligations under the Rule (as defined herein), CFX has agreed to undertake certain disclosure obligations with respect to the Series 2025 Bonds for the benefit of the Holders (hereinafter defined) as specified hereunder on an ongoing basis during the term hereof and has agreed to retain the Disclosure Dissemination Agent to perform certain disclosure dissemination tasks as provided for herein on its behalf.

NOW THEREFORE, in consideration of the purchase of the Series 2025 Bonds by the Underwriters and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, CFX and the Disclosure Dissemination Agent do hereby certify and agree as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

SECTION 2. Definitions. Capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Bond Resolution or the Official Statement, as applicable. In addition to the terms defined elsewhere herein, the following capitalized terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Filing Date" means the date, set in Sections 3(a) and 3(f) hereof, by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 4 of this Disclosure Agreement.

"Audited Financial Statements" means the General Purpose Financial Statements for CFX prepared in accordance with GAAP (as defined herein) for the prior Fiscal Year, certified by an independent auditor and specified in Section 4(b) of this Disclosure Agreement.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks in Florida are authorized or required by law to close.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to each Repository under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by CFX and include the full name of the Series 2025 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for all Series 2025 Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by CFX pursuant to Section 10 hereof.

"Disclosure Representative" means the Chief Financial Officer of CFX or her designee, or such other person as CFX shall designate in writing to the Disclosure

Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"EMMA" means the MSRB's Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule. Further information regarding EMMA can be retrieved by visiting the web site *http://emma.msrb.org/*.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the fiscal year of CFX, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year, or any such other twelve-month period designated by CFX, from time to time, to be its fiscal year.

"GAAP" means generally accepted accounting principles promulgated by the Government and Financial Accounting Standards Boards as in effect from time to time in the United States.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2025 Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event notices and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(l) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Section 5(a) of this Disclosure Agreement.

"Obligated Person" means CFX and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2025 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). CFX confirms that currently it is the only Obligated Person.

"Repository" or **"NRMSIR"** means any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the SEC at www.sec.gov. Currently, the sole Repository is the MSRB, through the operation of EMMA.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"State" means the State of Florida.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by CFX pursuant to Section 8.

SECTION 3. Provision of Annual Reports.

(a) CFX shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each Repository not later than March 31 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2025. If March 31 falls on a weekend, the Annual Report will be due the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) If the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification by 12:00 p.m. Eastern time on the Annual Filing Date, the Disclosure Dissemination Agent shall contact the Disclosure Representative by e-mail and telephone to remind CFX of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification or (ii) instruct the Disclosure Dissemination Agent in writing that CFX will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that an event as described in Section 3(e)(iii)(15) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a non-Business Day, then the first Business Day thereafter) for the

Annual Report, an event described in Section 3(e)(iii)(15) shall have occurred and CFX irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B.

(d) If the Audited Financial Statements of CFX are prepared but not available prior to the Annual Filing Date, CFX shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with each Repository.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 3(a) with each Repository;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 3(d) with each Repository;

(iii) upon receipt, promptly file the text of each disclosure to be made with each Repository together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit B, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. "Principal and interest payment delinquencies," pursuant to Sections 5(c) and 5(a)(l) hereof;

2. "Non-Payment related defaults," pursuant to Sections 5(c) and 5(a)(2) hereof;

3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(3) hereof;

4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(4) hereof;

5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 5(c) and 5(a)(5) hereof;

6. "Adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2025 Bonds," pursuant to Sections 5(c) and 5(a)(6) hereof;

7. "Modifications to rights of securities Holders," pursuant to Sections 5(c) and 5(a)(7) hereof;

8. "Bond calls," pursuant to Sections 5(c) and 5(a)(8) hereof;

9. "Defeasances," pursuant to Sections 5(c) and 5(a)(9) hereof;

10. "Release, substitution, or sale of property securing repayment of the Series 2025 Bonds," pursuant to Sections 5(c) and 5(a)(10) hereof;

11. "Ratings changes on the Series 2025 Bonds," pursuant to Sections 5(c) and 5(a)(11) hereof;

12. "Bankruptcy, insolvency, receivership or similar event" pursuant to Sections 5(c) and 5(a)(12) hereof;

13. "Merger, consolidation, or acquisition" pursuant to Sections 5(c) and 5(a)(13) hereof;

14. "Appointment of a successor or additional trustee or a change in the name of a trustee" for the Series 2025 Bonds pursuant to Sections 5(c) and 5(a)(14) hereof;

15. "Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material" pursuant to Sections 5(c) and 5(a)(15) hereof;

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties" pursuant to Sections 5(c) and 5(a)(16) hereof;

17. "Failure to provide annual financial information as required," pursuant to Section 3(b)(ii) or Section 3(c) hereof, together with a completed copy of Exhibit A to this Disclosure Agreement;

18. "Other material event notice (specify)," pursuant to Section 8 hereof, together with the summary description provided by the Disclosure Representative; and

(iv) provide CFX evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) CFX may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to CFX, consisting of or cross-referencing the following:

(i) The Audited Financial Statements.

(ii) Updated annual historical financial information and operating data for CFX of the type included under the tables titled:

a. "DESCRIPTION OF THE SYSTEM -Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System";

b. "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for Selected Expressway Segments";

c. "SYSTEM REVENUES - CFX System Toll Rates as of July 1, 2025";

d. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Total System Toll Revenues";

e. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical System Operating, Maintenance and Administrative Expenses"; and

f. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Debt Service Ratio."

(b) Audited Financial Statements will be included in the Annual Report; provided, however, if the Audited Financial Statements are not completed prior to March 31 of any year, CFX shall provide unaudited financial statements on such date and shall provide the Audited Financial Statements when and if available. Audited Financial Statements will be provided pursuant to Section 3(d) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which CFX

is an "obligated person" (as defined by the Rule), which have been previously filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. CFX will clearly identify each such document so incorporated by reference.

If CFX has not filed the Annual Report when due, then CFX or the Dissemination Agent, on behalf of CFX, shall file a notice with each Repository as required by the Rule.

CFX will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of CFX; provided that CFX will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 5. Reporting of Notice Events.

(a) The occurrence of any of the following events, with respect to the Series 2025 Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Series 2025 Bonds reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2025 Bonds, or material events affecting the tax-exempt status of the Series 2025 Bonds;

7. Modifications to rights of Holders of the Series 2025 Bonds, if material;

8. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

9. Defeasances of the Series 2025 Bonds;

10. Release, substitution, or sale of property securing repayment of the Series 2025 Bonds, if material;

11. Rating changes on the Series 2025 Bonds;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 5: For the purposes of the event described in subsection (a)(12) of this Section 5, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving the Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect the Holders of the Series 2025 Bonds, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

CFX shall promptly, and in no event later than ten (10) Business Days after the occurrence thereof, notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to immediately report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify CFX or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within the earlier of: two (2) Business Days after receipt of such notice or nine (9) Business Days from the occurrence of such event, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to immediately report the occurrence pursuant to subsection (c), together with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by CFX as prescribed in subsection (a) or (b)(ii) of this Section 5 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly, and in any event within in one (1) Business Day, file a notice of such occurrence with each Repository.

SECTION 6. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events and Voluntary Reports filed pursuant to Section 8(a), CFX shall indicate the full name of the Series 2025 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for the Series 2025 Bonds as to which the provided information relates. CFX by providing the CUSIP numbers is not representing or certifying as to the accuracy thereof.

SECTION 7. Additional Disclosure Obligations. CFX acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to CFX, and that the failure of the Disclosure Dissemination Agent to so advise CFX shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. CFX acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 8. Voluntary Reports.

(a) CFX may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent CFX from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If CFX chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, CFX shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 9. Termination of Reporting Obligation.

(a) The obligations of any Obligated Person and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2025 Bonds (i) upon the legal defeasance, prior redemption or payment in full of all of the Series 2025 Bonds of such issue, (ii) when any Obligated Person is no longer an Obligated Person with respect to the Series 2025 Bonds, or (iii) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

(b) If in the opinion of nationally recognized bond counsel satisfactory to CFX, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder, and if and to the extent in the opinion of nationally recognized bond counsel satisfactory to CFX, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2025 Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either Section 9(a) or (b) hereof occurs prior to the final maturity of the Series 2025 Bonds, CFX shall give or cause to be given notice of such event in the same manner as for a Notice Event under Section 5(c) hereof.

SECTION 10. Disclosure Dissemination Agent. CFX has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. CFX may, upon 30 days' written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of CFX or DAC, CFX agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2025 Bonds. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to CFX.

SECTION 11. Remedies. In the event of a failure of CFX or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement, it being CFX's position that money damages would be inadequate recompense and/or difficult to ascertain. A default under this Disclosure Agreement shall not constitute a default on the Series 2025 Bonds or be deemed an Event of Default under the Bond Resolution or under any other document relating to the Series 2025 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent CFX has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by CFX and shall not be deemed to be acting in any fiduciary capacity for CFX, the Holders of the Series 2025 Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for CFX's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether CFX has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of CFX at all times.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, CFX and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be

waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to CFX to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2025 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided CFX shall not be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, CFX shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time by giving not less than 20 calendar days' written notice of the intent to do so together with a copy of the proposed amendment to the Disclosure Dissemination Agent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of CFX, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State (without regard to conflict of law principles thereof), provided that, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretation thereof.

SECTION 16. No Personal Liability. None of the members or employees of CFX shall be charged personally with any liability, or held liable under any term or provision of this Disclosure Agreement because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

THE DISCLOSURE OBLIGATIONS UNDER THIS DISCLOSURE AGREEMENT ARE NOT OBLIGATIONS OF BREVARD COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA OR THE STATE.

SECTION 17. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portions were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page]

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

The Disclosure Dissemination Agent and CFX have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent

By:_____
Authorized Signatory

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Executive Director

EXHIBIT A
NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer:	Central Florida Expressway Authority
Obligated Person:	Central Florida Expressway Authority
Name of Bond Issue:	Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2025A and Series 2025B
Date of Issuance:	[CLOSING], 2025

NOTICE IS HEREBY GIVEN that the Central Florida Expressway Authority ("CFX") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated [CLOSING], 2025, between CFX and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. CFX has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated:_____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of CFX

_____

cc: Issuer
Obligated Person

EXHIBIT B
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to each Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D). Issuer's and/or Other Obligated Person's Name:

Central Florida Expressway Authority

Issuer's Six-Digit CUSIP Number:

.....

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

.....

Number of pages of attached material event notice: _____

Description of Material Events Notice (Check One):

1. __Principal and interest payment delinquencies
2. __Non-Payment related defaults
3. __Unscheduled draws on debt service reserves reflecting financial difficulties
4. __Unscheduled draws on credit enhancements reflecting financial difficulties
5. __Substitution of credit or liquidity providers, or their failure to perform
6. __Adverse tax opinions or events affecting the tax-exempt status of the security
7. __Modifications to rights of securities holders
8. __Bond calls
9. __Defeasances
10. __Release, substitution, or sale of property securing repayment of the securities
11. __Rating changes
12. __Bankruptcy, insolvency, receivership or similar event
13. __Merger, consolidation, or acquisition
14. __Appointment of successor or additional trustee or a change in name of trustee
15. __Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. __Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties
17. __Failure to provide annual financial information as required
18. __Other material event notice (specify):

I hereby represent that I am authorized by CFX or its agent to distribute this information publicly:

Signature:

.....

Name:.....Title:.....

Employer: Digital Assurance Certification, L.L.C. Address:.....

City, State, Zip Code:.....

Voice Telephone Number: .....

EXHIBIT D

FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

THIS TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), dated as of November __, 2025, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, having its designated office in St. Paul. Minnesota (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its $_____ Senior Lien Revenue Bonds, Series 2025A (the "Series 2025A Bonds") dated and delivered as of the date hereof; and

WHEREAS, the Authority and the Trustee desire to set forth the Trustee's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

SECTION 1. DUTIES. The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2025A Bonds and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Thirty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2025A in one or more Series or Subseries, adopted by CFX on October 9, 2025 (collectively, the "Bond Resolution") in connection with the issuance of the Series 2025A Bonds. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

SECTION 2. DEPOSIT OF FUNDS. CFX shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2025A Bonds, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2025A Bonds under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2025A Bonds.

SECTION 3. USE OF FUNDS; CANCELED SERIES 2019 BONDS. The Trustee shall use the funds received from CFX pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2025A Bonds in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2025A Bonds in accordance with its retention policy then in effect.

SECTION 4. STATEMENTS. Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to CFX written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

SECTION 5. OBLIGATION TO ACT. The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

SECTION 6. RELIANCE BY TRUSTEE. The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

SECTION 7. COUNSEL; INDEMNITY. The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall have no liability or responsibility for any statement made by CFX or any other person in connection with the issuance of the Series 2025A Bonds, or for the use or application of any money received by CFX in connection with the Series 2025A Bonds. The Trustee may rely upon any instructions provided to it by CFX in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Trustee may act through agents and shall not be responsible for the negligence or willful misconduct of any agent appointed by the Trustee with due care. To the fullest extent permitted by applicable law, CFX will indemnify the Trustee (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with its acceptance or administration of its duties hereunder. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Trustee hereunder and the termination of this Agreement.

SECTION 8. FEES AND EXPENSES. In consideration of the services rendered by the Trustee under this Agreement, CFX agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this

Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2025A Bonds, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

SECTION 9. FURNISHING INFORMATION; AUTHORIZATION. The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

SECTION 10. TERMINATION; EXPIRATION. Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2025A Bonds and the interest appertaining thereto.

SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS. In the event of a termination of this Agreement, CFX shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and CFX) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of CFX pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2025A Bonds and surrender all registration books and related records to or upon the order of the Authority, and CFX may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2025A Bonds. CFX shall, in such event, at its expense, notify all holders of the 2021D Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2025A Bonds.

SECTION 12. NONASSIGNABILITY. This Agreement shall not be assigned by either party without written consent of the other party.

SECTION 13. MODIFICATION. No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

SECTION 14. SEVERABILITY. Should any section or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

SECTION 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE. Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party or to which the Trustee sells or transfers all or substantially all of the bond administration portion of its corporate trust business, shall be the

successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, provided, however, that such corporation or association must be eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity.

SECTION 17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(SEAL)

By: _____
Christopher Maier, Chairman

ATTEST:

By:_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, Paying Agent and Registrar

(SEAL)

By: _____
Thomas C. Alderson III
Vice President/Business Negotiations Consultant, Corporate Trust, US

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

EXHIBIT A

FEES AND EXPENSES

[See Attached]

EXHIBIT E

SERIES 2025 BOND INSURANCE POLICY PROVISIONS

Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in Master Bond Resolution of CFX adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Thirty-Second Supplemental Revenue Bond Resolution adopted by CFX on October 9, 2025 (collectively, the "Bond Resolution"). The following provisions shall apply to any one or more Series 2025A Bonds insured by a Series 2025A Bond Insurance Policy issued by the Series 2025A Bond Insurer (hereinafter, "Insured Bonds"). This Exhibit E may be amended and updated for specific information and requirements of the Series 2025A Bond Insurer, if any. Such revised Exhibit E may be substituted for this Exhibit E, subject to the review and approval of the Chairman, or Vice-Chairman or an Authorized Officer.

A. Notices and Other Information.

1. Any notice that is required to be given to holders of the Insured Bonds (the "Bondholders"), any entity required pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee (or Paying Agent) pursuant to this Resolution shall also be provided to the Series 2025A Bond Insurer, simultaneously with the sending of such notices. In addition, to the extent that CFX has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds, all information furnished pursuant to such agreement shall also be provided to the Series 2025A Bond Insurer, simultaneously with the furnishing of such information.

2. All demands, notices and other information required to be given to the Series 2025A Bond Insurer shall be in writing and shall be mailed by registered or certified mail or personally delivered or telecopied to the recipient as follows:

   _____
   _____
   _____
   _____

3. The Series 2025A Bond Insurer shall have the right to receive such additional information as it may reasonably request.

4. CFX will permit the Series 2025A Bond Insurer to discuss the affairs, finances and accounts of CFX or any information the Series 2025A Bond Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of CFX and will use commercially reasonable efforts to enable the Series 2025A Bond Insurer to have access to the facilities, books and records of CFX on any business day upon reasonable prior notice.

5. The Trustee (or Paying Agent) shall notify the Series 2025A Bond Insurer of any failure of CFX to provide notices, certificates and other information under the

documentation entered into in connection with the Insured Bonds (the "Financing Documents").

B. Defeasance. In the event that the principal and/or interest due on the Insured Bonds shall be paid by the Series 2025A Bond Insurer pursuant to the Policy, the Insured Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by CFX, and the assignment and pledge of the System Pledged Revenues and all covenants, agreements and other Bonds of CFX to the Bondholders shall continue to exist and shall run to the benefit of the Series 2025A Bond Insurer, and the Series 2025A Bond Insurer shall be subrogated to the rights of such Bondholders including, without limitation, any rights that such Bondholders may have in respect of securities law violations arising from the offer and sale of the Insured Bonds.

In addition, the Series 2025A Bond Insurer will require the following items in connection with the defeasance of the Insured Bonds:

1. An opinion of Bond Counsel to the effect: (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Insured Bonds or refunded bonds, and (ii) that the Insured Bonds are no longer Outstanding under the Bond Resolution.

2. If the Insured Bonds are being advance-refunded (through a net defeasance), a refunding trust or escrow agreement (an "Escrow Agreement") and an opinion of counsel regarding the validity and enforceability of the escrow agreement.

3. The Escrow Agreement shall provide that:

   a. Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Series 2025A Bond Insurer.

   b. CFX will not exercise any optional redemption of Insured Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Series 2025A Bond Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

   c. CFX shall not amend the Escrow Agreement or enter into a forward purchase agreement with respect to rights in the escrow without the prior written consent of the Series 2025A Bond Insurer.

C. Trustee (or Paying Agent).

1. The Series 2025A Bond Insurer shall receive prior written notice of any name change of the Trustee (or Paying Agent) or the removal, resignation or termination of the Trustee (or Paying Agent).

2. No removal or resignation of the Trustee (or Paying Agent) shall take effect until a successor, acceptable to the Series 2025A Bond Insurer, shall be appointed.

3. The Trustee (or Paying Agent) may be removed at any time, at the request of the Series 2025A Bond Insurer, for any breach of its obligations under this Bond Resolution.

4. Notwithstanding any other provision of the Bond Resolution, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee (or Paying Agent) shall consider the effect on the Bondholders as if there were no Policy.

D. Amendments and Supplements. With respect to any amendments or supplements to the Bond Resolution which do not require the consent of the Bondholders, the Series 2025A Bond Insurer must be given prior written notice of any such amendments or supplements. With respect to amendments or supplements to this Bond Resolution which do require the consent of the Bondholders, the Series 2025A Bond Insurer's prior written consent is required. Copies of any amendments or supplements to such Financing Documents which are consented to by the Series 2025A Bond Insurer shall be sent to the rating agencies that have assigned a rating to the Insured Bonds.

E. The Series 2025A Bond Insurer as Third Party Beneficiary. The Series 2025A Bond Insurer is explicitly recognized as being a third party beneficiary under the Bond Resolution and may enforce any such right, remedy or claim conferred, given or granted thereunder.

F. Control Rights. The Series 2025A Bond Insurer shall be deemed to be the holder of all of the Insured Bonds for purposes of (a) exercising all remedies and directing the Trustee (or Paying Agent) to take actions or for any other purposes following an Event of Default, and (b) granting any consent, direction or approval or taking any action permitted by or required under this Bond Resolution to be granted or taken by the Bondholders. In furtherance thereof and as a term of the Bond Resolution and each Bond, the Trustee (or Paying Agent) and each Bondholder appoint the Series 2025A Bond Insurer as their agent and attorney-in-fact and agree that the Series 2025A Bond Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee (or Paying Agent) and each Bondholder delegate and assign to the Series Bonds Insurer, to the fullest extent permitted by law, the rights of the Trustee (or

Paying Agent) and each insured Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

Anything in the Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default the Series 2025A Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee (or Paying Agent) for the benefit of the Bondholders under the Bond Resolution.

G. Consent Rights of the Series 2025A Bond Insurer.

1. *Consent of the Series 2025A Bond Insurer*. Any provision of the Bond Resolution expressly recognizing or granting rights in or to the Series 2025A Bond Insurer may not be amended in any manner that affects the rights of the Series 2025A Bond Insurer hereunder without the prior written consent of the Series 2025A Bond Insurer.

2. *Consent of the Series 2025A Bond Insurer in Addition to Bondholder Consent*. Wherever this Bond Resolution requires the consent of Bondholders, the Series 2025A Bond Insurer's prior written consent shall also be required.

3. *Consent of the Series 2025A Bond Insurer in the Event of Insolvency*. Any reorganization or liquidation plan with respect to CFX must be acceptable to the Series 2025A Bond Insurer. In the event of any such reorganization or liquidation, the Series 2025A Bond Insurer shall have the right to vote on behalf of all Bondholders who hold Insured Bonds guaranteed by the Series 2025A Bond Insurer, absent a payment default by the Series 2025A Bond Insurer under the Policy.

4. *Consent of the Series 2025A Bond Insurer Upon Default*. Anything in the Bond Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Series 2025A Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee (or Paying Agent) for the benefit of the Bondholders under the Bond Resolution.

H. Authority Representations.

1. Non-Reliance on the Series 2025A Bond Insurer.

a. CFX has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Insured Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary. CFX acknowledges that the Series 2025A Bond Insurer has not made, and therefore CFX is not relying

on, any recommendation from the Series 2025A Bond Insurer that CFX insure the Insured Bonds or obtain the Policy; it being understood and agreed that communications from the Series 2025A Bond Insurer (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Insured Bonds do not constitute a recommendation to insure the Insured Bonds or obtain the Policy.

b. CFX further acknowledges that the Series 2025A Bond Insurer has not made any representation, warranty or undertaking, and has not given any assurance or guarantee, in each case, expressed or implied, concerning its future financial strength or the rating of the Series 2025A Bond Insurer's financial strength by the rating agencies. CFX acknowledges that the ratings of the Series 2025A Bond Insurer reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies. CFX understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by the Series 2025A Bond Insurer in its sole discretion. CFX acknowledges and agrees that the Series 2025A Bond Insurer undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Insured Bonds. CFX acknowledges that the Series 2025A Bond Insurer pays rating agencies to rate the Series 2025A Bond Insurer's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range."

I. Reimbursement Obligations.

1. CFX hereby agrees to pay or reimburse the Series 2025A Bond Insurer, to the extent permitted by law, any and all charges, fees, costs and expenses which the Series 2025A Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Bond Resolution, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of CFX or any affiliate thereof) relating to this Bond Resolution, any party to this Bond Resolution or the transaction contemplated by this Bond Resolution, (iii) the foreclosure against, sale or other disposition of any collateral securing any Insured Bonds under this Bond Resolution, or the pursuit of any remedies under this Bond Resolution, to the extent such costs and expenses are not recovered from such

foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Bond Resolution whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Series 2025A Bond Insurer spent in connection with the actions described in clauses (ii) – (iv) above. In addition, the Series 2025A Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Bond Resolution. CFX will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by [JPMorgan Chase Bank, N.A.] at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by [JPMorgan Chase Bank, N.A.]) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event [JPMorgan Chase Bank, N.A.] ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Series 2025A Bond Insurer shall specify.

2. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, CFX agrees to pay or reimburse the Series 2025A Bond Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Series 2025A Bond Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Series 2025A Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Bond Resolution or any other Financing Document by reason of:

   a. any omission or action (other than of or by the Series 2025A Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Insured Bonds;

   b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of CFX or CFX in connection with any transaction arising from or relating to the Bond Resolution or any other Financing Document;

   c. the violation by CFX of any law, rule or regulation, or any judgment, order or decree applicable to it;

   d. the breach by CFX of any representation, warranty or covenant under the Bond Resolution or any other Financing Document or the occurrence, in respect of CFX, under the Bond Resolution or any other Financing

Document of any Event of Default or any event which, with the giving of notice or lapse of time or both, would constitute any Event of Default; or

e. any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Insured Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Series 2025A Bond Insurer in writing expressly for use therein.

J. Payment Procedure Under the Series Bond Insurance Policy.

1. At least two (2) Business Days prior to each payment date on the Insured Bonds, the Trustee (or Paying Agent) will determine whether there will be sufficient funds to pay all principal of and interest on the Insured Bonds due on the related payment date and shall immediately notify the Series 2025A Bond Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Insured Bonds to which such deficiency is applicable and whether such Insured Bonds will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee (or Paying Agent) shall so notify the Series 2025A Bond Insurer or its designee.

2. The Trustee (or Paying Agent) shall, after giving notice to the Series 2025A Bond Insurer as provided above, make available to the Series 2025A Bond Insurer and, at the Series 2025A Bond Insurer's direction, to any Fiscal Agent, the registration books of CFX maintained by the Trustee (or Paying Agent) and all records relating to the funds maintained under the Financing Documents.

3. The Trustee (or Paying Agent) shall provide the Series 2025A Bond Insurer and any Fiscal Agent with a list of registered owners of Insured Bonds entitled to receive principal or interest payments from the Series 2025A Bond Insurer under the terms of the Policy, and shall make arrangements with the Series 2025A Bond Insurer, the Fiscal Agent or another designee of the Series 2025A Bond Insurer to (i) mail checks or drafts to the registered owners of Insured Bonds entitled to receive full or partial interest payments from the Series 2025A Bond Insurer and (ii) pay principal upon Insured Bonds surrendered to the Series 2025A Bond Insurer, the Fiscal Agent or another designee of the Series 2025A Bond Insurer by the registered owners of Insured Bonds entitled to receive full or partial principal payments from the Series 2025A Bond Insurer.

4. The Trustee (or Paying Agent) shall, at the time it provides notice to the Series 2025A Bond Insurer of any deficiency pursuant to clause 1. above, notify registered owners of Insured Bonds entitled to receive the payment of principal or interest thereon from the Series 2025A Bond Insurer (i) as to such deficiency and

its entitlement to receive principal or interest, as applicable, (ii) that the Series 2025A Bond Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Series 2025A Bond Insurer or any Fiscal Agent, in form satisfactory to the Series 2025A Bond Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Series 2025A Bond Insurer, they must surrender the related Insured Bonds for payment first to the Trustee (or Paying Agent), which will note on such Insured Bonds the portion of the principal paid by the Trustee (or Paying Agent) and second to the Series 2025A Bond Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Series 2025A Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series 2025A Bond Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Series 2025A Bond Insurer, they must surrender the related Insured Bonds for payment to the Series 2025A Bond Insurer or its designee, rather than the Trustee (or Paying Agent), together with the an appropriate assignment, in form satisfactory to the Series 2025A Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series 2025A Bond Insurer.

5. In addition, if the Trustee (or Paying Agent) has notice that any holder of the Insured Bonds has been required to disgorge payments of principal or interest on the Insured Bonds previously Due for Payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Trustee (or Paying Agent) shall notify the Series 2025A Bond Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

6. The Trustee (or Paying Agent) will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Bonds as follows:

   a. If and to the extent there is a deficiency in amounts required to pay interest on the Insured Bonds, the Trustee (or Paying Agent) shall (a) execute and deliver to the Series 2025A Bond Insurer, in form satisfactory to the Series 2025A Bond Insurer, an instrument appointing the Series 2025A Bond Insurer as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to the Series 2025A Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Series 2025A Bond Insurer, (b) receive as designee of the respective holders (and not as Trustee (or Paying Agent)) in accordance with the tenor of the Policy payment from the Series 2025A Bond Insurer with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and

   b. If and to the extent of a deficiency in amounts required to pay principal of the Insured Bonds, the Trustee (or Paying Agent) shall (a) execute and

deliver to the Series 2025A Bond Insurer, in form satisfactory to the Series 2025A Bond Insurer, an instrument appointing the Series 2025A Bond Insurer as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to the Series 2025A Bond Insurer of the Obligation surrendered to the Series 2025A Bond Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee (or Paying Agent) and available for such payment (but such assignment shall be delivered only if payment from the Series 2025A Bond Insurer is received), (b) receive as designee of the respective holders (and not as Trustee (or Paying Agent)) in accordance with the tenor of the Policy payment therefore from the Series 2025A Bond Insurer, and (c) disburse the same to such holders.

7. Payments with respect to claims for interest on and principal of Insured Bonds disbursed by the Trustee (or Paying Agent) from proceeds of the Policy shall not be considered to discharge the obligation of CFX with respect to such Insured Bonds, and the Series 2025A Bond Insurer shall become the owner of such unpaid Obligation and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

8. Irrespective of whether any such assignment is executed and delivered, CFX and the Trustee (or Paying Agent) hereby agree for the benefit of the Series 2025A Bond Insurer that:

   a. they recognize that to the extent the Series 2025A Bond Insurer makes payments directly or indirectly (e.g., by paying through the Trustee (or Paying Agent)), on account of principal of or interest on the Insured Bonds, the Series 2025A Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from CFX, with interest thereon as provided and solely from the sources stated in this Bond Resolution and the Insured Bonds; and

   b. they will accordingly pay to the Series 2025A Bond Insurer the amount of such principal and interest, with interest thereon as provided in this Bond Resolution and the Insured Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Insured Bonds to holders, and will otherwise treat the Series 2025A Bond Insurer as the owner of such rights to the amount of such principal and interest.

9. The Series 2025A Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by CFX (as such terms are defined in the Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Series 2025A Bond Insurer has received a Notice (as defined in the Policy) of Nonpayment or a claim upon the Policy.

In addition, the Series 2025A Bond Insurer shall, to the extent it makes any payment of principal or interest on the Insured Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee (or Paying Agent) shall note the Series 2025A Bond Insurer's rights as subrogee on the registration books of CFX maintained by the Trustee (or Paying Agent), upon receipt of proof of payment of interest thereon to the registered holders of the Insured Bonds, and (ii) in the case of claims for principal, the Trustee (or Paying Agent), if any, shall note the Series 2025A Bond Insurer's rights as subrogee on the registration books of CFX maintained by the Trustee (or Paying Agent), upon surrender of the Insured Bonds together with receipt of proof of payment of principal thereof.

F. 3.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Florida Transportation Commission FY24 Report

Lisa Lumbard | Chief Financial Officer

October 9, 2025

FTC Background

FLORIDA TRANSPORTATION COMMISSION

1986 Florida Transportation Advisory Commission created by Executive Order of the Governor

1987 Florida Transportation Commission (FTC) created by law

1990 FTC directed by law to develop performance measures as part of a significant transportation funding increase

2007 FTC directed to monitor the efficiency, productivity, and management of expressways, bridge and regional transportation authorities

FLORIDA TRANSPORTATION COMMISSION

Mission

Provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FTC Board Members

FLORIDA TRANSPORTATION COMMISSION

Ronald Howse, PE
Chairman
Cocoa

David B. Genson, PE
Vice-Chairman
Naples

John Browning, Jr.
Commissioner
East Palatka

Barbara Haselden
Commissioner
St. Petersburg

Hung Mai
Commissioner
Tampa

Alex Lastra
Commissioner
Miami

Rusty Roberts
Commissioner
Longwood

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Agencies Under FTC Jurisdiction

FLORIDA TRANSPORTATION COMMISSION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FLORIDA'S TURNPIKE

GMX GREATER MIAMI EXPRESSWAY

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

JACKSONVILLE TRANSPORTATION AUTHORITY

MID-BAY

LYNX

RTA SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

TRI-RAIL

FY2024 FTC Report – Performance Measures

Bond

- Debt Service Coverage
- Bond Ratings & Ratings Outlook

Safety of the System

- Fatalities per 100M Vehicle Miles Traveled
- Roadway Clearance Times (minutes)

Preservation & Maintenance

- State Highway System (SHS) Maintenance Rating Program
- Pavement & Bridge Condition Rating (2)

Customer Experience

- Incident Response Time (minutes)

Toll Revenue Management

- **Toll Collection Expense as a Percentage of Toll Revenue**
- Revenue Variance
- Annual OM&A Forecast Variance

Contract Management

- Design & CEI Consultant Contract Management
- Construction Contract Adjustments – Time & Cost (2)

Small Business Participation

- Small Business Participation

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FY2024 FTC Report – Performance Indicators

Bond Ratings & Outlook

- Debt Service Coverage Bonded/ Commercial & Comprehensive Debt
- Bond Ratings

Safety of the System

- Wrong Way Driving Detection

Transportation Asset Values

- Land Acquisition
- Infrastructure Assets
- Construction in Progress

Preservation & Maintenance

- Total Preservation Cost
- Maintenance Rating Program Characteristics – Signage, Striping, Guardrail, Lighting

Toll Transactions

- Cost to Collect
- % of Transactions via Pay By Plate
- % of Transactions via Transponder

Annual Toll Revenue & Expense

- Revenue Variance
- Toll Operating Expense & Revenue

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FY2024 Highlights

Toll Revenues:
FY2024 – 12% increase
(vs. FY2023)

Operating Income:
FY2024 - $540,776,000
(an increase of 15% vs. FY2023)

Bond Ratings:
S&P Global A+
Fitch A+
Moody's A1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thank You

Transportation Authority Monitoring and Oversight Report

FY 2024

Tolling Authority Report

A Report by the Florida Transportation Commission

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About the Commission

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Preface

The Florida Transportation Commission was established in 1987 by the Florida Legislature and is responsible for reviewing, evaluating, and monitoring the Florida Department of Transportation's policies, transportation systems, and budgets. The members of the Commission are appointed by the Governor to serve four-year terms. Commissioners must have private sector business managerial experience and must represent the transportation needs of the state as a whole and may not place state needs subservient to those of any area. The Transportation Commission could be compared to a private corporation's board of directors.

Ronald Howse
Chairman

David Genson
Vice-Chairman

John Browning

Russell "Rusty" Roberts

Julius Davis

Richard Burke

Alex Lastra

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EXECUTIVE SUMMARY

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Executive Summary

Background

The Florida Transportation Commission (Commission) was assigned an expanded oversight role through provisions in House Bill (HB) 985, passed by the Legislature in 2007. This legislation amended Section 20.23, Florida Statutes, requiring the Commission to monitor the transportation authorities established under Chapter 348, Florida Statutes.

House Bill 7175 (2014) further tasked the Commission with monitoring the Mid-Bay Bridge Authority (MBBA), which was reestablished by Chapter 2000-411, Laws of Florida, effective July 1, 2014. In 2023, HB 1643 transitioned the MBBA into an independent special district that owns and operates a toll bridge across Choctawhatchee Bay in Okaloosa County.

Additionally, the Florida Turnpike Enterprise, as part of the Florida Department of Transportation (FDOT), is included in this authority report based on a recommendation in the Commission's legislatively mandated document, *FTC Study of Cost Savings for Expressway Authorities*, published in December 2012.

Chapter 2019-169, Laws of Florida—reestablished in 2023—the Greater Miami Expressway Agency (GMX) to oversee the Miami-Dade County expressway system and parts of northeast Monroe County.

The Commission is also required to conduct periodic reviews of each authority's operations and budget; acquisition of property; management of revenue and bond proceeds; and compliance with applicable laws and Generally Accepted Accounting Principles (GAAP). However, the Commission is expressly prohibited from participating in the day-to-day operations of any monitored authority, including:

- Awarding of contracts
- Selection or prequalification of consultants or contractors
- Selection of a route for a specific project
- Specific location of a transportation facility
- Acquisition of rights-of-way
- Employment actions involving department personnel, including hiring, promotion, demotion, suspension, transfer, or discharge
- Granting, denial, suspension, or revocation of any license or permit issued by FDOT

The Commission may, however, recommend standards and policies governing the procedures for the selection and prequalification of consultants and contractors. In coordination with the designated authorities, the Commission has adopted performance measures and objectives, operating indicators, and governance criteria to assess each authority's overall responsiveness in fulfilling its responsibilities to the public.

Toll Authorities under Commission Oversight*

Central Florida Expressway Authority (CFX) owns and operates 118 centerline-miles of roadway in Orange County. The toll facilities include: 22 miles of the East-West Expressway (SR 408), 23 miles of the Beachline Expressway (SR 528), 32 miles of the Central Florida GreeneWay (SR 417), 31 miles of the Western Beltway (SR 429), 6 miles of the John Land Apopka Expressway (SR 414), 2 miles of SR 451, and 2 miles of SR 453.

Florida's Turnpike System (Turnpike) consists of 483 miles of limited-access toll facilities. The 320-mile Mainline extends from Florida City in Miami-Dade County northward to Wildwood in Sumter County and includes SR 821 (HEFT), Southern Coin System, Ticket System, Northern Coin System, and the Beachline West Expressway. Expansion projects include the 23-mile Sawgrass Expressway, the 18-mile Seminole Expressway, the 15-mile Veterans Expressway, the 6-mile Southern Connector Extension, the 25-mile Polk Parkway, the 42-mile Suncoast Parkway, the 11-mile Western Beltway, Part C, the 1-mile I-4 Connector, and the 22-mile Beachline East Expressway.

Greater Miami Expressway Agency (GMX) owns, operates, and maintains five tolled expressways constituting approximately 34 centerline-miles and 224 lane-miles of roadway in Miami-Dade County. The five toll facilities include: Dolphin Expressway (SR 836); Airport Expressway (SR 112); Don Shula Expressway (SR 874); Gratigny Parkway (SR 924) and Snapper Creek Expressway (SR 878).

Mid-Bay Bridge Authority (MBBA) owns the 3.6-mile Mid-Bay Bridge (SR 293), the 11-mile Walter Francis Spence Parkway, and the 0.8-mile Danny Wuerffel Way in southeast Okaloosa County. Toll operations are provided by Florida's Turnpike Enterprise and maintenance functions are provided by FDOT, District Three.

Tampa-Hillsborough County Expressway Authority (THEA) owns the Selmon Expressway, a 15-mile limited access toll road that crosses the City of Tampa from Gandy Boulevard and MacDill Air Force Base in the south, through downtown Tampa and east to Brandon. Elevated and at-grade reversible express lanes within the existing facility opened in 2006 and connect to the THEA-owned and maintained Brandon Parkway and Meridian Avenue.

*Shows the tolling authorities created under Chapters 348, F.S. and Chapter 200-411, Laws of Florida.

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History and Purpose of Performance Measures

During the 2007 Florida Legislative Session, the Legislature passed House Bill (HB) 985, which created new oversight responsibilities for the Florida Transportation Commission (Commission) by adding specific provisions to §20.23 (2)(b)8, Florida Statutes (F.S.). The Commission was tasked with monitoring the efficiency, productivity, and management of the authorities created under Chapters 343, 348, or 349, F.S., or Chapter 2000-411, Laws of Florida. The Commission was also directed to conduct periodic reviews of each authority's operations and budget, acquisition of property, management of revenue and bond proceeds, and compliance with applicable laws and accepted accounting principles.

To that end, the Commission, in concert with the authorities, adopted performance measures and objectives, operating indicators, and governance criteria that allow the Commission to assess the overall responsiveness of each authority in meeting their respective responsibilities to their customers and the public. The Commission prepares an annual report on its findings and progress made by the authorities and submits it to the Governor and the Florida Legislature.

In May 2021, the Commission formed the Toll Authority Performance Measure and Operating Indicators Work group (work group). The work group was tasked with reviewing the longstanding performance measures and operating indicators to develop appropriate and meaningful measures that meet statutory requirements. Transportation Authorities Monitoring and Oversight Performance Measures Work Group Tolling Agencies Participants:

- Central Florida Expressway Authority (CFX)
- Florida Turnpike Enterprise (FTE)
- Greater Miami Expressway Agency (GMX formerly Miami-Dade Expressway Authority (MDX))
- Mid-Bay Bridge Authority (MBBA)
- Tampa-Hillsborough Expressway Authority (THEA)

The Commission engaged the services of the Center for Urban Transportation Research (CUTR) at the University of South Florida, and its consultant, Transportation Policy Consultants, LLC. (TPC), to support Commission staff and the Toll Authorities Performance Measures Review Working Group in their reexamination of existing performance measures, operating indicators and other reported activities for the authorities listed above.

The work group adopted performance measures and objectives, and operating indicators to assess the overall performance of each authority in meeting their responsibilities to their customers. An overview of the performance measures and operating indicators are presented in figures 1 and 2.

Commission staff worked closely with senior staff from CUTR to review the revised performance measures and operating indicators to provide recommendations for any changes or modifications. CUTR played an integral role in establishing the revised measures that were recommended by the work group and adopted by the Commission. Reporting of the updated measures and indicators began in FY 2022 and are included in this report for FY 2024.

Currently, there are 15 performance measures and objectives adopted by the Commission for toll authorities. It is important to note that, while some performance measures and objectives are applicable to all toll authorities, others apply only to specific toll authorities. These measures set standards for the efficient and effective operation, maintenance, and management of the toll facilities and their respective organizations.

In addition to performance measures, the Commission established and adopted a set of 25 operating indicators reported by each authority for the last five fiscal years. The five-year accounting of the operating indicators for each authority is included in Appendix A.

While annual reporting remains the focus of the Commission's monitoring effort, authorities are expected to notify the Commission, in a timely fashion, of any externally prompted audits or investigations.

The Commission is committed to carrying out its designated responsibilities in a way that encourages input that helps to improve the report and monitoring process. Performance monitoring is a dynamic process, and the Commission continually considers enhancements or changes to performance measures, objectives, reportable indicators, and governance areas.

Florida Transportation Commission Toll Authority Performance Measures Overview		
Figure #1		
Performance Measure Area of Focus	**Performance Measure**	**Detail**
Bond Ratings, Outlook and Debt Service Coverage		
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. **AND** Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.
Safety		
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Trave	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average.
	Roadway clearance time	Duration of time taken to clear an incident from incident report to roadway clearance.
Preservation and Maintenance		
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90
	Pavement Condition Rating	% SHS lane miles rated "excellent or good"
	Bridge Condition Rating	% of bridge structures rated "excellent or good"
Toll Revenue Management		
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense (net of exclusions) / toll revenue
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A to annual budget
Customer Experience		
	Incident response time	Duration of time taken to respond to an incident from initial incident report (Incident = Motorist Assist, Debris Removal by Road Ranger)
Contract Management		
Contract Management Time and Cost	**Consultant Contracts**	
	Design and CEI Consultant Contract Management	Final cost % increase above original award
	Construction Contracts	
	Construction Contract Adjustments-Time	% of contracts complete within 20% above original contract time
	Construction Contract Adjustments-Cost	% of projects completed within 10% above original contract amount.
Small Business Program Participation		
Small Business Program Participation	Certified Small Business Program	Small Business Program utilization as a % of total expenditures (each agency establishes their own goal/target)

Florida Transportation Commission Operating Indicators Overview Figure #2	
Operating Indicator Area of Focus	**Details**
Bond Ratings and Outlook	
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense
	Debt Service Coverage - Comprehensive Debt
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense
	Underlying Bond Ratings (Uninsured)
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")
Toll System Safety	
Safety of the Authority/Expressway	Wrong way driving detection
Value of Transportation Assets	
Value of Transportation Assets	Land Acquisition
	Infrastructure Assets
	Construction in Progress
Preservation and Maintenance	
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure
	Routine Maintenance of Infrastructure
	MRP Characteristic-Signing--Condition rating of at least 90
	MRP Characteristic-Striping--Condition rating of at least 95
	MRP Characteristic-Guardrail--Condition rating of at least 80
	MRP Characteristic-Lighting--Condition rating of at least 85
Tolling Transactions	
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions
Annual Toll Revenue and Expenses	
	Revenue Variance
	Actual Revenue with Recovery of Fines/Fees
	Actual Revenue without Recovery of Fines/Fees
	Rating Agency Performance
	Toll Operations and Maintenance Expense as % of Operating Revenue
	Toll Operating Expense and Revenue
	Toll Collection Expense as % of Operating Expense
	Routine Maintenance Expense as % of Operating Expense
	Administrative Expense as % of Operating Expense
	Operating Expense as % of Operating Revenue

2025 Legislative Overview*

Senate Bill HB 1662 - Transportation (FDOT Legislative Package) was signed into law by Governor DeSantis, effective July 1, 2025. This legislation includes wide-ranging reforms to Florida's transportation policy, governance, infrastructure, and oversight. Key provisions include:

Workforce & Innovation

- Creation of the Florida Transportation Research Institute to promote innovation through academic research and grants.
- Creation of the Florida Transportation Academy to support workforce development.
- Authorization for FDOT to fund aviation-related and space-related workforce projects.
- Expanding eligibility for state funding to include workforce development, technology, and intermodal connectivity projects.
- Codification for advanced air mobility planning and coordination with the Department of Commerce.

Operational Enhancements

- Authorization for direct purchase of insurance and heavy equipment by FDOT.
- Expansion of FDOT's authority to include operational technology and public information campaigns.
- Allowance for blanket permits for moving large cranes, including at night.
- Revisions to landscaping standards to require native plants.
- Lower surety bond amounts for contract bidders.
- Repealing the Disadvantaged Business Enterprise program, expanding small business participation.

Modes of Transportation

- Repealing laws on high-occupancy vehicle lanes and toll exemptions.
- Expanding eligible project types for seaport and airport funding, including terminal expansions and safety improvements.
- Requiring commercial airports to host emergency staging areas and submit cybersecurity and operational incident reports.
- Prohibiting new landing fees for academic flight training operations.
- Updating statutes for private airports and requires certification by 2030.
- Creating an Intermodal Logistics Center Working Group within FDOT.
- Expanding Jacksonville Transportation Authority board to include nearby counties.

Efficiency & Accountability

- Requiring FTC to monitor transit agencies receiving public transit block grants.
- Updating FTC membership to include expertise in transportation, higher education, or workforce development.
- Allowing FDOT to withhold funds from jurisdictions with noncompliant traffic signals.
- Adding new airport and seaport reporting and transparency requirements.
- Establishing a state work group on mapping/GIS practices with a report due November 15, 2025.
- Requiring FDOT to report on transportation entities promoting policies inconsistent with the state's energy policy.
- Expanding the camping prohibition to include all State Highway System rights-of-way.

Senate Bill 462: Transportation (Industry Bill) was signed into law by Governor DeSantis, effective July 1, 2025. It contains the following transportation–related provisions that:

- Allows off-highway vehicles on beaches for rental equipment removal, if locally approved.
- Mandates counties to report use of transportation surtax revenues to the Office of Economic and Demographic Research.
- Establishes administrative procedures for school bus infraction detection systems.
- Grants local governments authority to regulate and educate on micromobility and electric bicycle use.
- Prohibits creating excessive wake when driving through flooded streets.
- Requires issuance of expectant mother parking permits for disabled parking spaces.
- Prohibits airports from charging new landing fees for academic flight training.
- Allows public-use airports to join the federal Airport Investment Partnership Program and receive state funds.
- Authorizes FDOT to use eminent domain to preserve future corridor improvements.
- Establishes a Sarasota Manatee Airport pilot program for permitting alternatives (ends 2028).
- Provides $5M/year through FY 2029-30 for workforce development in heavy civil construction.
- Revises FDOT project rules: contract waivers, design-build updates, insurance, and dispute arbitration.
- Requires MPOs and FDOT to coordinate on planning, performance metrics, and modernization efforts.
- Prohibits the creation of new MPOs in areas contiguous to existing ones.
- Mandates FDOT to implement a Next-gen Traffic Signal Modernization Program.
- Requires FDOT to report on I-4 widening in Hillsborough and Polk by Dec 31, 2025.

House Bill 703: Utility Relocation was signed into law by Governor DeSantis, effective October 1, 2025. It contained the following transportation–related provisions that:

- Modifies the process and funding responsibilities for relocating communications facilities located in public rights-of-way.
- Requires communications service providers to submit an estimated schedule and project cost for relocating facilities within FDOT or other specified state-owned rights-of-way.
- Requires the Florida Department of Transportation (FDOT) to participate in the costs of relocation when occurring on its right-of-way.
- Establishes the Utility Relocation Reimbursement Grant Program within the Department of Commerce to reimburse providers for relocation work requested by county and municipal governments.
- Redirects a portion of the state communications services tax revenues to fund the grant program and help offset relocation costs.

Senate Bill 1516: Aerospace Industry was signed into law by Governor DeSantis, effective July 1, 2025. It contained the following transportation–related provisions that:

- Establishes the International Aerospace Innovation Fund (IAIF), administered by Space Florida to accelerate global aerospace innovation via collaborative R&D, workforce development, and commercialization.
- Requires Space Florida to develop partnerships between Florida-based and international aerospace companies.
- Aims to attract global investment in Florida's aerospace ecosystem and drive innovation in key technology areas like space exploration and advanced manufacturing.
- IAIF projects must meet eligibility criteria including:
    - Involvement of at least one Florida-based aerospace company.
    - International partnership with a company, university, space agency, or research institute.
    - Demonstrated potential for commercialization.
- Provides funding for IAIF can come from state, private sector, or international sources.
- Requires a panel of experts to evaluate and recommend projects through a competitive, merit-based process.
- Authorizes Space Florida to negotiate bilateral agreements with other countries, including co-funding and IP rights.

House Bill 7031: Taxation was signed into law by Governor DeSantis, effective July 1, 2025, except as otherwise provided. The bill contains provisions for tax relief and changes to tax policy.

Key Tax Policy Changes Related to Transportation and Fuel

- Repeals the aviation fuel tax effective January 1, 2026.
- Delays the imposition of the tax on natural gas fuel from January 1, 2026, to January 1, 2030.
- Revises distributions from documentary stamp tax revenues and reduces the overall amount distributed to the State Transportation Trust Fund.

*This listing is not intended to be all-inclusive. Rather it is reflective of relevant legislation and bill summaries.

2024 Legislative Overview*

House Bill HB 275 - Offenses Involving Critical Infrastructure was signed into law by Governor DeSantis, effective July 1, 2024. It contained transportation–related provisions that:

- Defined and penalized improper tampering, trespassing, and unauthorized computer access involving critical infrastructure.
- Specified "critical infrastructure" to include facilities like electrical, chemical, communications, water treatment, transportation, military, and other significant sites.
- Established felony charges for knowingly tampering with critical infrastructure resulting in damage costing $200 or more or causing functional impairment with similar restoration costs.
- Mandated civil liability for those convicted of tampering, with damages payable to the infrastructure's owner or operator equating to three times the actual damage sustained.
- Criminalized trespassing on critical infrastructure properties, designating it as a third-degree felony.
- Penalized unauthorized computer or electronic device access within critical infrastructure, setting various degrees of felonies based on the severity of the act—ranging from gaining access to causing service disruption.

House Bill 287: Transportation (Industry Bill) was signed into law by Governor DeSantis, effective July 1, 2024. It contained transportation–related provisions that:

- Limited revenues from state fuel taxes and motor vehicle fees committed to public transit projects to 20%, with exceptions for federal matching, approved rapid transit, and enhancing state highway service levels.
- Increased the number of times a driver can elect to take a driving improvement course instead of court appearance.
- Required the Department of Transportation (DOT) and the Department of Highway Safety to review and update specified driving course contents annually.
- Authorized the DOT to enter into comprehensive agreements with private entities for transportation projects, including interim agreements before comprehensive agreements.
- Prohibited local governments from considering reclaimed asphalt as solid waste.
- Required at least three letters of interest before proceeding with design-build contract proposals and specifies that vehicles used on DOT projects must comply with registration provisions.
- Allowed for multiple contract performance and payment bonds for phased design-build contracts.
- Established a cause-and-effect presumption related to marijuana in vehicle crashes within construction zones and revises conditions for contractor liability exemptions.

- Required the DOT to offer first refusal to previous property owners for certain disposals and specified procedures and terms for such rights.
- Established a Local Agency Program within the DOT for federally funded, locally executed transportation projects, setting criteria and contract requirements for local agencies.
- Specified that certain sections don't apply to comprehensive agreements under this bill.

House Bill 619: Sovereign Immunity for Professional Firms was signed into law by Governor DeSantis, effective July 1, 2024. It contained transportation–related provisions that:

- Florida Statutes amended to clarify sovereign immunity provisions for professional firms working on state transportation projects.
- Designated professional firms and their employees provide monitoring and inspection services for transportation projects as agents of the Department of Transportation.
- Applied to firms in direct contract with the Department as well as those serving as consultants to these firms.
- Required contracts with such professional firms to indemnify the Department of Transportation for liabilities, including reasonable attorney fees, arising from the firm's negligence.
- Specified indemnification does not designate these service providers as state employees or agents beyond the scope of chapter 440 and does not apply to accidents involving motor vehicle operation by firm employees.
- Excluded firms engaged in the design or construction of the project, along with their employees, agents, or subcontractors, from this provision.

Senate Bill 968: Spaceport Territory was signed into law by Governor DeSantis, effective July 1, 2024. It contained transportation–related provisions that:

- Updated the definition and funding capabilities for spaceport projects and revises the designated spaceport territory in Florida.
- Revised the definition of "spaceport discretionary capacity improvement projects" to include capacity improvements at spaceports or on spaceport territory without the previous requirement for orbital or suborbital flights.
- Expanded spaceport territory to include certain real property in Miami-Dade County, previously part of Homestead Air Force Base, and property in Bay County within the boundaries of Tyndall Air Force Base.
- Authorized the Department of Transportation to fund spaceport discretionary capacity improvement projects at up to 100% of the project cost if they provide important access and on-spaceport-territory space transportation capacity improvements, among other strategic benefits.

House Bill 1301: Department of Transportation (FDOT's legislative package) was signed into law by Governor DeSantis, effective July 1, 2024, except as otherwise provided. The bill amends various Florida statutes to revise regulations and requirements relating to transportation, including the Department of Transportation's structure, funding allocations, and specific transportation regulations.

- Removed the requirement for the Florida Transportation Commission to nominate the Secretary of Transportation.
- Revised areas of responsibility within the Department of Transportation and no longer require the secretary to appoint the inspector general.
- Mandated a specific portion of the State Transportation Trust Fund for the Intermodal Logistics Center Infrastructure Support Program, including project inclusion in the tentative work program.
- Updated requirements for airport land use compatibility zoning regulations.
- Revised the Department of Transportation's mission, goals, and objectives to emphasize efficient movement of people and goods, economic competitiveness, and preservation of Florida's quality of life.
- Introduced requirements for traffic studies and public involvement for certain projects proposed by governmental entities.
- Adjusted the timeframe before an inactive prepaid toll account is considered unclaimed property.
- Specified control and reimbursement details related to Alligator Alley toll road agreements.
- Prohibited the Department of Transportation from funding projects or programs of entities violating specific health regulations.
- Prioritized certain revenue allocations for arterial highway projects and set parameters for financing these projects.
- Authorized local governments within specified areas to compete for additional funding for projects on state or county roads.
- Implemented voting and meeting notice requirements for public transit projects and specified restrictions on marketing and advertising expenditures by public transit providers.
- Established terms and annual actions for public transit providers concerning fiscal management and performance measures.
- Amended the powers of the Florida Rail Enterprise.
- Revised definitions and regulations related to streetlights and traffic rules at railroad-highway grade crossings, including penalties for violations.

Senate Bill 1380: Regional Transportation Planning was signed into law by Governor DeSantis, effective May 10, 2024. It contained transportation–related provisions that:

- Enhanced transportation services for individuals with disabilities and the transportation disadvantaged by revising the duties of the Department of Transportation and the membership and operational guidelines of the Commission for the Transportation Disadvantaged and establishing new policies for paratransit service contracts and investigations of adverse incidents.
- Mandated performance requirements, liability insurance, and complaint processes in grants and agreements for paratransit services.
- Revised Commission for the Transportation Disadvantaged membership to include 11 members with specified designations and qualifications, with new term lengths and voting requirements.
- Defined "transportation service provider" and sets forth contract requirements for paratransit services, including competitive procurement and standards for service timeliness and transparency.
- Required the establishment of model procedures for receiving and investigating reports of adverse incidents in transportation services.
- Mandated reporting by the Center for Urban Transportation Research and the Implementing Solutions from Transportation Research and Evaluating Emerging Technologies Living Lab on improving paratransit services.
- Required the Department of Transportation to deliver a comprehensive report on transportation disadvantaged services, including reviews of service timeliness, quality, and funding, as well as recommendations for improvements and technology opportunities.

Senate Bill 1420: Department of Commerce was signed into law by Governor DeSantis. Except as otherwise expressly provided in the act, this act shall take effect July 1, 2024.

- Revised Florida Department of Commerce processes and responsibilities, impacting local government, military installations, and grants programs.
- Prohibited citizen-led county charter amendments preempting development regulations unless authorized by charter in effect before January 1, 2024.
- Revised the adoption process for comprehensive plan amendments, mandating withdrawal if not transmitted within specified timeframes.
- Revised loan terms under the Local Government Emergency Revolving Bridge Loan Program to a maximum of 10 years.
- Replaced the Florida Defense Support Task Force with a direct-support organization under the Department of Commerce, specifying its formation, powers, duties, and fiscal guidelines.

- Established the Supply Chain Innovation Grant Program within the Department of Commerce to support supply chain innovation, with grant selection and administration details.
- Required Office of Economic and Demographic Research and OPPAGA to review the Supply Chain Innovation Grant Program by January 1, 2027, and every 3 years thereafter.
- Adjusted funding priorities for the Incumbent Worker Training Program, focusing on healthcare facilities and various industries.
- Specified that certain state workforce development board members are voting members.
- Specified required actions by a committee for a proposed revived declaration and other governing documents to be submitted to the Department of Commerce.
- Authorized the Department of Commerce to amend loan agreements executed before February 1, 2024.

*This listing is not intended to be all-inclusive. Rather it is reflective of relevant legislation and bill summaries.

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TOLL AUTHORITIES

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Toll Authorities

Introduction

Florida's tolling system is managed by multiple tolling authorities responsible for the operation, revenue collection, and reinvestment of toll funds into the state's highway infrastructure. In addition to Florida's Turnpike Enterprise, most of these entities are established under Chapter 348, Florida Statutes, which governs Expressway and Bridge Authorities. Parts I through III authorize specific authorities and designate the powers, duties, and requirements applicable to each individual authority. The Mid-Bay Bridge Authority was re-created pursuant to Chapter 2000-411, Laws of Florida, and was placed under Florida Transportation Commission (Commission) oversight by the 2014 Legislature.

This section of the report pertains to the following Toll Authorities:

- Central Florida Expressway Authority (CFX)
- Florida's Turnpike System (Enterprise)
- Greater Miami Expressway Agency (GMX)
- Mid-Bay Bridge Authority (MBBA)
- Tampa-Hillsborough County Expressway Authority (THEA)

As discussed in the Executive Summary section of this report, performance measures have been established for all authorities under Commission review. Reporting for these authorities is presented in the following format:

- Background of the authority
- Performance measure results for FY 2024
- Operating Indicator Results for FY 2020-2024

A summary of the performance measures results is provided in Figure 3: *Toll Authorities Performance Measures Results FY 2024*. The individual reports for the Toll Authorities are presented in the following pages, beginning with the Central Florida Expressway Authority (CFX).

Figure 3

Authority Performance Measure Results Summary- FY 2024

Central Florida Expressway Authority (CFX) met 14 of the 15 performance measure objectives. The measure not met was:

1. Toll Collection Expense as a percentage of toll revenue

Florida's Turnpike Enterprise (Enterprise) met 13 of the 15 performance measure objectives. The measures not met were:

1. Consultant Contract Management
2. Revenue Variance

Greater Miami Expressway Agency (GMX) met 10 of the 14 applicable performance measure objectives. The measures not met were:

1. SHS Maintenance Rating Program (MRP) Overall Rating
2. Bridge Condition Rating
3. Construction Contract Adjustments-Time
4. Construction Contract Adjustments-Cost

Mid-Bay Bridge Authority (MBBA) met 7 of the 9 applicable performance measure objectives. The measures not met were:

1. SHS Maintenance Rating Program (MRP) Overall Rating
2. Bridge Condition Rating

Tampa-Hillsborough County Expressway Authority (THEA) met 11 of the 13 applicable performance measure objectives. The measures not met were:

1. Fatalities per 100 million Vehicle Miles Traveled
2. Small Business Program Participation

Central Florida Expressway Authority

Background

The Central Florida Expressway Authority (CFX) is an agency of the state of Florida, created by the Florida Legislature in 2014. CFX is responsible for the construction, maintenance and operation of toll roads in Brevard Lake, Orange, Osceola and Seminole Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system.

As of June 30, 2024, the CFX Governing Board with ten voting members (Table 1), consisted of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor.

Table 1
Central Florida Expressway Authority
Board Members as of June 30, 2024

Name	Affiliation	Position
Brandon Arrington	Osceola County Commissioner	Chairman
Christopher "C.J." Maier	Governor's Appointee	Vice Chairman
Buddy Dyer	City of Orlando Mayor	Treasurer
Tom Goodson	Brevard County Commissioner	Board Member
Sean Parks	Lake County Commissioner	Board Member
Andria Herr	Seminole County Commissioner	Board Member
Jerry Demings	Orange County Mayor	Board Member
Christine Moore	Orange County Commissioner	Board Member
Rafael Martinez	Governor's Appointee	Board Member
Rick Pullum	Governor's Appointee	Board Member

CFX owns and operates a total of 125 centerline miles of roadway which includes 116 centerline miles in Orange County, seven centerline miles in Osceola County and two centerline miles in Lake County. The roadways include 22 centerline miles on the State Road (SR) 408 (Spessard L. Holland East-West Expressway), 23 centerline miles on SR 528 (Martin B. Andersen Beachline Expressway), 33 centerline miles on SR 417 (Central Florida GreeneWay), 30 centerline miles on SR 429 (Daniel Webster Western Beltway), six centerline miles on SR 414 (John Land Apopka Expressway), seven centerline miles on SR 538 (Poinciana Parkway), two centerline miles on SR 451 and two centerline miles on SR 453.

CFX's Governing Board approved a $4.2 billion Five-Year Work Plan (FY2025-2029) in May of 2024. CFX's smart investments in transportation infrastructure and purpose-driven technologies are essential to economic vitality and the quality of life for the Central Florida region to make travel safer, easier, and more reliable. CFX is driven by excellence and an ongoing commitment to fulfill the agency's vision of building a world-class, integrated mobility network that serves one of the fastest growing regions in the nation while maintaining a customer-first and safety focused approach.

Smart Investments in Infrastructure and Purpose-Driven Technologies

Planning for Growth: CFX is conducting three Project Development & Environment (PD&E) studies to evaluate alternatives for new expressways that meet the continued growth of the region. Two out of the three studies are evaluating a total of up to 35 miles of new expressways for Osceola County – one of the fastest growing areas in CFX's five county jurisdiction.

- **Southport Connector (SR 538) PD&E:** The objective of the study is to make local and long-distance travel easier from the Poinciana Parkway to Florida's Turnpike. The 15-mile expressway will be part of a broader, regional network of new corridors in Osceola County to provide better access to major roads such as Interstate 4 (I-4) and Florida's Turnpike.
- **Northeast Connector (SR 515) PD&E**: CFX is also evaluating alternatives for a 15-to-20-mile expressway linking Florida's Turnpike northeast to US Highway 192 and extending north toward the future SR 534. The Northeast and Southport connectors are two vital connections that would complete the southern beltway around Osceola County.

- **SR 417 Sanford Airport Connector PD&E**: This study is evaluating alternatives that would provide local relief to one of the main arterials in the City of Sanford. The roughly two-mile expressway would enhance mobility for the area's growing population and economy by providing additional transportation infrastructure to Red Cleveland Boulevard and the Orlando Sanford International Airport in Seminole County.

Expanding the Network: Four major projects have progressed into design, right-of-way acquisition and construction phases. Once complete, they will enhance regional connectivity with the addition of nearly 24-miles of new expressway.

- **SR 414 Expressway Extension:** Currently in design**,** SR 414 will feature an elevated, limited-access expressway within the median of the existing local road, Maitland Boulevard. The new 2.2-mile elevated expressway will provide additional capacity, eliminate 3 traffic signals for through traffic and provide a direct connection between US 441 and I-4.
- **SR 516 Lake/Orange Expressway:** CFX broke ground on its most innovative expressway – the SR 516 Lake/Orange Expressway. This 4.4-mile expressway provides a critical link between southeast Lake County and west Orange County, where thousands of new residents and businesses are planned.
- **SR 538 Poinciana Parkway Extension**: Poinciana is one of the fastest growing communities in Osceola County with limited options to access major thorough fares. SR 538, the 3.1-mile Poinciana Parkway Extension Project, connects to CR 532 where CFX in partnership with Osceola County will provide local improvements that will increase capacity connecting to I-4. CFX's investments in local and regional infrastructure for Poinciana align with the Florida Department of Transportation's (FDOT) Moving I-4 Forward Initiative.
- **SR 534:** Design began in the first phase of SR 534, a 14-mile expressway, which will help reduce local congestion and provide regional connectivity to existing and planned growth in South Orlando, Orange and Osceola counties. The project includes a full interchange with SR 417 near the southern entrance of The Orlando International Airport. Final phases will connect to Nova Road in Osceola County to enhance evacuation options and emergency response times.

Leveraging Technology for Customers and Safety

- **Flex Lanes:** CFX introduced a dynamic solution for increased capacity on two expressways that allows drivers to use a widened left shoulder when an incident closes one or more travel lanes. Florida's First Flex Lanes program is a combination of part-time shoulder use and dynamic overhead messages to advise drivers when the Flex Lane is activated to keep traffic moving and prevent secondary crashes. A total of 35-miles of Flex Lanes will be implemented on SR 417 and SR 429 as part of capacity improvement projects where traffic has doubled due to increased growth.

- **Visitor Toll Pass Expansion:** CFX expanded its Visitor Toll Pass (VTP) program in FY24 to all three terminals at Orlando International Airport (MCO). First piloted in 2019 at one terminal, the program was designed to enhance the experience for visitors to the region by providing a temporary toll pass to ensure they pay the lowest electronic toll rate throughout the state. When the program was expanded in FY24, reservations increased by 55% over FY23.
- **Wrong Way Driving Detection Program (WWD):** CFX is continuing to work toward 100% systemwide installation of its WWD Program by the end of 2025. Through FY24 more than 2,000 turnarounds have been documented on the current installations, which is approximately 60% of the expressway system. This is a clear indication that drivers are heeding the warnings and taking corrective action.

Financial Highlights

- CFX's toll revenues increased 12% and 5% during the fiscal years ended June 30, 2024, and 2023, respectively.
- Operating income for CFX was $540,776,000 (an increase of 15%) and $468,460,000 (an increase of 3%) for fiscal years 2024 and 2023, respectively.
- CFX's bond ratings were reaffirmed by the rating agencies: S&P Global Ratings A+/Fitch Ratings A+/ Moody's Investor Services A1.

Table 2 Central Florida Expressway Authority Toll Authority Performance Measures Scorecard			
Fiscal Year 2024			
Performance Measure Area of Focus	**Performance Measure**	**Detail**	**Result**
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements.	**Yes**
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. AND Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	**Yes**
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average of 0.461.	**0.300**
	Roadway clearance time (In minutes)	Less than or equal to 75 minutes duration of time taken to clear an incident from initial report to restoration of pre-incident traffic flow.	**56**
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**94%**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**98%**
	Bridge Condition Rating	95% of bridges "excellent" or "good"	**100%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**12.1%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	**Yes**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**92.5%**
Customer Experience			
	Incident response time (In minutes)	Duration of time taken to respond to an incident from initial incident report. (Response ex. = Lane Blockage, Motorist Assist, Debris Removal by Road Ranger, etc.)	**17**
Contract Management			
Contract Management Time and Cost	**Consultant Contracts**		
	Design and CEI Consultant Contract Management	Final cost increase is less than 5% of initial award	**2.9%**
	Construction Contracts		
	Construction Contract Adjustments-Time	At least 80% of contracts completed within 120% of original contract time.	**100.0%**
	Construction Contract Adjustments-Cost	At least 90% of contracts completed within 110% of original contract cost.	**100.0%**
Small Business Program Participation			
Small Business Program	Certified Small Business Program	SBE utilization of at least 15% total dollar value of commodities and projects expended.	**28.3.%**

Note: Performance Measures are not applicable when there is no data.

Table 3 Central Florida Expressway Authority Toll Authority Operating Indicators				
Fiscal Year 2024				
Operating Indicator Area of Focus	**Details**	**Acutal 2022 Result**	**Actual 2023 Result**	**Actual 2024 Result**
Bond Ratings and Outlook				
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**			
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	2.52	2.70	3.05
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	2.52	2.70	3.05
	Underlying Bond Ratings (Uninsured)			
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
Toll System Safety				
Safety of the Authority/Expressway	Number of wrong-way driving dectections	393	444	421
Value of Transportation Assets				
Value of Transportation Assets (In Millions)	Land Acquisition	$991.90	$996.00	$1,093.00
	Infrastructure Assets	$3,979.40	$3,995.60	$4,353.10
	Construction in Progress	$513.40	$949.10	$957.00
	Total Value of Transportation Assets	**$5,484.70**	**$5,940.70**	**$6,403.10**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$21.50	$24.20	$16.40
	Routine Maintenance of Infrastructure (In Millions)	$19.30	$21.90	$24.00
	Total Preservation Costs	**$40.80**	**$46.10**	**$40.40**
	MRP Characteristic-Signing--Condition rating of at least 90	93	91	96
	MRP Characteristic-Striping--Condition rating of at least 95	96	95	97
	MRP Characteristic-Guardrail--Condition rating of at least 80	89	89	92
	MRP Characteristic-Lighting--Condition rating of at least 85	90	94	91
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.14	$0.15	$0.15
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	8.5%	7.3%	8.5%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	88.0%	90.3%	89.8%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	14.5%	8.4%	7.9%
	Actual Revenue without Recovery of Fines/Fees	15.5%	9.6%	9.1%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	15.6%	16.4%	15.8%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	48.9%	47.4%	50.0%
	Routine Maintenance Expense Relative to Operating Expense	12.4%	12.4%	13.3%
	Administrative Expense Relative to Operating Expense	5.4%	6.2%	7.4%
	Operating Expense Relative to Operating Revenue	25.4%	27.3%	25.0%

Florida's Turnpike Enterprise

Background

Florida's Turnpike Enterprise (Enterprise), a separate budget entity embedded within the Florida Department of Transportation (Department), consists of the Florida Turnpike System (System, Turnpike System) as well as eleven other toll facilities owned or operated by the Department. With headquarters at the Turkey Lake complex, Enterprise facilities include the Boca Raton Data Center, Pompano Operations Center, Suncoast Operations Center, two call centers, eight walk-in customer service centers, and eight service plazas located on the Turnpike System Mainline. Transportation Management Centers are located at the Turkey Lake Headquarters complex and the Pompano Operations Center.

The Florida Legislature created Florida's Turnpike in 1953 as the Florida State Turnpike Authority, which subsequently became part of the Department in 1969. Beginning fiscal year 2003, the Turnpike became an Enterprise within the Department. In fiscal year 2024 the Enterprise processed 87% of all toll transactions processed in Florida.

The Department operates under the Florida Transportation Code, which includes Chapter 338, Florida Statutes (Limited Access and Toll Facilities). In addition to the powers granted to the Department, the legislature provided additional powers and authority to the Enterprise to enable autonomy and flexibility to pursue innovations more easily, as well as best practices found in the private sector in management, finance, organization, and operations. The additional powers and authority are intended to improve cost-effectiveness and timeliness of project delivery, increase revenues, expand the turnpike system's capital program capability, and improve the quality of service to its patrons, while continuing to protect the turnpike system's bondholders and further preserve, expand, and improve the Florida Turnpike System.

Unlike other transportation authorities that are governed by a Board of Directors, the Secretary of the Florida Department of Transportation (Department Secretary) heads the Department and is appointed by the Governor. The Department Secretary is subject to confirmation by the Senate and serves at the pleasure of the Governor. The Department is decentralized into seven geographic Districts and the Enterprise. The Turnpike System consists of toll roadways in all seven Districts. The District Secretaries and the Executive Director/Chief Executive Officer of the Enterprise report to the Department Secretary and sit on the Executive Board of the Department. Commission staff periodically attend and monitor the monthly Department Executive Workshop and Performance Review meetings.

As presented in Table 4, reporting to the Executive Director/Chief Executive Officer are Transportation Operations, Transportation Development, Toll Operations, Communications and Marketing, and the Chief Financial Officer.

Table 4
Florida's Turnpike System
Executive Staff as of June 30, 2024

Name	Position
Nicola Liquori, CPA	Executive Director/Chief Executive Officer
Erin Katzman, CPA	Chief Financial Officer
Albert Salas, PE	Director of Transportation Operations
Alison Stettner, AICP	Director of Transportation Development
Juan Ignacio Gomez-Lobo Rodriguez	Director of Toll Operations
Ivette Ruiz-Paz	Director of Communications & Marketing
Mark Dlugokienski	General Counsel

Comprised of 515 total miles, the Turnpike System's roadways consist of the Mainline and 11 existing expansion facilities: Sawgrass Expressway (SR869), Seminole Expressway (SR417), Veterans Expressway (SR589), Southern Connector Extension (SR417), Polk Parkway (SR570), Suncoast Parkway (SR570), Western Beltway (SR429), I-4 Connector, Beachline East Expressway (SR528), First Coast Expressway (SR23), and Garcon Point Bridge (SR281). In fiscal year 2024, the System generated over $1.2 billion in annual toll and concession revenues.

As previously noted, the Enterprise is responsible for management of the Turnpike System as well as toll operations for eleven Department-owned (Alligator Alley, Pinellas Bayway System, Sunshine Skyway Bridge, I-4 Express, I-75 Express, I-95 Express, I-295 Express (East and West), I-595 Express, I-275 Express, Wekiva Parkway, and Gateway Expressway), and one Department-operated (Mid-Bay Bridge/Spence Parkway) toll facilities in the State. In total, the Enterprise processes over 2.9 billion customer transactions each year and manages 40 million customer accounts.

Tolls collected on the System are used to pay debt service on outstanding revenue bonds, operations and maintenance costs, and the remaining revenues are reinvested in preservation, capacity and improvement projects across the Turnpike System. The Turnpike Enterprise Five-Year Work Program prioritizes safety and preservation and includes expansion projects, widenings, new interchanges and interchange improvements.

In fiscal year 2024 construction was completed on 14 projects across ten counties, traversing multiple geographic areas along the Turnpike System, including the resurfacing of 249 lane miles.

These programs encompassed a range of capacity, technology, and other improvements, enhancing connectivity, increasing access, and strengthening safety along the System.

In response to the significant growth and development throughout the State, the Enterprise continues to invest in expansion projects. Construction is currently ongoing on three expansion projects: Suncoast Parkway 2, First Coast Expressway, and Central Polk Parkway.

Suncoast Parkway 2 is the northern extension of Suncoast Parkway, a four-lane, limited-access facility, being constructed in multiple segments. The first segment which extends from the original terminus of Suncoast Parkway at US 98 to SR 44 (13 miles) opened to traffic in February 2022. The second segment, which extends from SR 44 to CR 486 (three miles), is currently under construction and is expected to open to traffic in the summer of 2025. The remaining planned segments, which will extend the facility an additional 10 miles to US 19, are programmed for construction in fiscal years 2025 and 2026. When construction is completed, an 83-mile-long SR 589 corridor will be created. The Suncoast Parkway will provide an alternative to US 19 and accommodate the future traffic needs within Citrus County, as well as trips to and from the Tampa area through Hillsborough, Pasco, Hernando, and Citrus counties.

The First Coast Expressway is a four-lane, limited-access highway forming a beltway around the Jacksonville area, connecting I-10 in Duval County to I-95 in St. Johns County. This project is a partnership between FDOT District 2 and Florida's Turnpike Enterprise. District 2 is responsible for construction, while the Enterprise will own and operate the facility once completed. The first segment from Blanding Boulevard to I-10 opened to traffic in 2019. Adjacent segments from east of CR 16A Spur to Blanding Boulevard, including a new bridge over the St. Johns River, are currently under construction. The remaining planned segments which will extend the facility to I-95 and complete the 46-mile-long facility, are scheduled to begin construction in fiscal year 2025. First Coast Expressway will relieve traffic congestion on other major roadways including I-295, SR 21, US 17, and International Golf Parkway.

Central Polk Parkway will be a four-lane, limited access roadway that connects Polk Parkway at Winter Lake Road/SR 540 with SR 60 in Polk County. The first segment which extends from Polk Parkway to US 17 (six miles), is currently under construction. The second segment, which will extend the facility an additional three miles to SR 60, is programmed for construction in fiscal year 2025. The Central Polk Parkway will reduce congestion and improve connectivity for commuters and travelers in Polk County by providing a more direct route from US 17/SR 35 to Winter Lake Road/SR540, the Polk Parkway and Interstate 4.

On February 1, 2024, the Department transferred Garcon Point Bridge to the Turnpike System. A four-mile, two-lane toll bridge on SR 281 in the Panhandle, Garcon Point Bridge spans the East Bay between Garcon Point and Redfish Point in southwest Santa Rosa County. This bridge serves as a critical evacuation route during hurricanes and is an important local and commuter route for residents and tourists.

As a recognized leader in national toll interoperability, the Enterprise has built a robust customer base through the success of the SunPass brand, the TOLL-BY-PLATE video billing system and with the Southeast Hub. The Southeast Hub, owned and operated by the Enterprise, is one of four hubs recognized to support national toll operations. In addition to its successful partnership with the agencies within the E-ZPass network, the Enterprise also includes interoperability with the first-ever hub-to-hub connection with the Central US Hub and its participating agencies in Texas, Oklahoma, and Kansas. Today, the Southeast Hub interacts with 34 tolling agencies.

The SunPass PRO™, the Enterprise's portable transponder, is accepted in 23 states. Simultaneously, Florida welcomes toll road visitors from Texas to Maine, bringing 80 million customers convenient and seamless travel through the acceptance of the following transponder programs: E-ZPass, Peach Pass, NC QuickPass, I-Pass, MnPass, PikePass, KTag, TollTag, and EZ Tag, in addition to other Florida transponder brands.

The winner of several construction design and tolling innovation industry awards, SunTrax® was created to develop and test emerging technologies that will improve safety and advance the future of transportation. Situated on 475 acres, this unique facility brings a new era of advanced transportation and technology testing to Central Florida. Within the 2.25-mile-long oval track is a 200-acre complex featuring special testing environments, including geometry and loop tracks, a configurable urban environment, suburban area, and technology pad. The Enterprise conducts its toll testing onsite, both on existing hardware and software systems, as well as testing for future generations of tolling equipment and interoperable solutions. SunTrax also engages with private

and public sector organizations for autonomous vehicles, connected vehicles, driver assistance, and vehicle performance testing.

In the past, the Turnpike System received loans from the Department's State Transportation Trust Fund (STTF), Toll Facilities Revolving Trust Fund (TFRTF) and State Infrastructure Bank (SIB) to fund various projects and provide for operations and maintenance subsidies. As of June 30, 2024, approximately $10.1 million in outstanding debt is due to the Department.

Table 5
Florida's Turnpike System
Long-Term Debt Payable to the Department (in millions)
Year Ended June 30, 2024

Transaction	(millions)
State Infrastructure Bank Loans	$10.1
Total Due Department	**$10.1**

Table 6
Florida's Turnpike System
Traffic / Transactions and Gross Toll Revenue
Fiscal Year 2024

Component	*Centerline Miles*	Transactions		Gross Toll Revenue		*Average Toll*	*Year Opened*
		Volume (000)	*Percent of Total*	*Amount ($000)*	*Percent of Total*		
Turnpike Mainline (SR 821)	47	237,955	17.8%	$212,834	16.6%	$0.89	1974
Turnpike Mainline (SR 91)	265	590,889	44.2%	$616,399	47.8%	$1.04	1957-63[1,2]
Beachline West Expressway (SR 528)	8	41,579	3.1%	$37,640	2.9%	$0.91	1973
Total Mainline	**320**	**870,423**	**65.1%**	**$866,873**	**67.3%**	**$1.00**	
Sawgrass Expressway (SR 869)	23	98,169	7.3%	$99,406	7.7%	$1.01	1986 [3]
Seminole Expressway (SR 417)	18	45,006	3.4%	$62,548	4.9%	$1.39	1989 [4]
Veterans Expressway (SR 589)	15	80,421	6.0%	$71,793	5.6%	$0.89	1994
Southern Connector Extension (SR 417)	6	21,734	1.6%	$18,247	1.4%	$0.84	1996
Polk Parkway (SR 570)	25	50,001	3.7%	$46,020	3.6%	$0.92	1999
Suncoast Parkway (SR 589)	55	60,098	4.5%	$52,980	4.1%	$0.88	2001
Western Beltway, Part C (SR 429)	11	22,281	1.7%	$23,097	1.8%	$1.04	2005 [5]
I-4 Connector	1	23,294	1.7%	$17,206	1.3%	$0.74	2014 [6]
Beachline East Expressway (SR 528)	22	25,421	1.9%	$7,652	0.6%	$0.30	1974 [7]
First Coast Expressway (SR 23)	15	39,423	3.0%	$19,499	1.5%	$0.49	2019 [8]
Garcon Point Bridge (SR 281)	4	1,171	0.1%	$2,946	0.2%	$2.52	1999 [9]
Total Expansion Projects	**195**	**467,019**	**34.9%**	**$421,394**	**32.7%**	**$0.90**	
Total System	**515**	**1,337,442**	**100.0%**	**$1,288,267**	**100.0%**	**$0.96**	

Source: Traffic Engineer's Annual Letter Report and Florida's Turnpike System Annual Comprehensive Financial Report.

[1]The Mainline opened from Miami to Fort Pierce in 1957 and from Fort Pierce to Orlando South in 1963.

[2]The Mainline opened from Fort Pierce to Orlando South in 1963 and Orlando South to Wildwood in 1964.

[3]Originally constructed by Broward County Expressway Authority and opened to traffic in 1986, Sawgrass Expressway was acquired by the Department in 1990. With the defeasance of all outstanding bonds in 2000, title to the facility now vests with the Turnpike.

[4]The southerly half-mile of Seminole Expressway, which opened in 1989, was acquired from Seminole County Expressway

[5]Five miles of the Western Beltway, Part C opened 2005 and the remaining six miles opened in 2006.

[6]The I-4 Connector, built through a partnership with the Department and the Turnpike, opened to traffic in January 2014.

[7]Originally constructed by the Department and opened to traffic in 1974, Beachline East Expressway was acquired by the Turnpike

[8]The first segment of the First Coast Expressway opened to traffic in July, 2019.

[9]The Garcon Point Bridge opened to traffic in 1999 and was acquired from the Florida Department of Transportation on February 1, 2024.

Table 7 Florida's Turnpike Enterprise Toll Authority Performance Measures Scorecard			
Fiscal Year 2024			
Performance Measure Area of Focus	**Performance Measure**	**Detail**	**Result**
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements.	**Yes**
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. AND Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	**Yes**
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average of 0.574.	**0.461**
	Roadway clearance time (In minutes)	Less than or equal to 75 minutes duration of time taken to clear an incident from initial report to restoration of pre-incident traffic flow.	**55**
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**91**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**99.6%**
	Bridge Condition Rating	95% of bridges "excellent" or "good"	**99.3%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**7.8%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	**No**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**93.6%**
Customer Experience			
	Incident response time (In minutes)	Duration of time taken to respond to an incident from initial incident report. (Response ex. = Lane Blockage, Motorist Assist, Debris Removal by Road Ranger, etc.)	**6**
Contract Management			
Contract Management Time and Cost	**Consultant Contracts**		
	Design and CEI Consultant Contract Management	Final cost increase is less than 5% of initial award	**12.7%**
	Construction Contracts		
	Construction Contract Adjustments-Time	At least 80% of contracts completed within 120% of original contract time.	**100.0%**
	Construction Contract Adjustments-Cost	At least 90% of contracts completed within 110% of original contract cost.	**100.0%**
Small Business Program Participation			
Small Business Program	Certified Small Business Program Participation	Small Business Program utilization of at least 6.56% of total dollar value of commodities and projects expended.	**7.9%**

Note: Performance Measures are not applicable when there is no data.

Table 8 Florida Turnpike Enterprise Toll Authority Operating Indicators Indicators				
Fiscal Year 2024				
Operating Indicator Area of Focus	**Details**	**Acutal 2022 Result**	**Actual 2023 Result**	**Actual 2024 Result**
Bond Ratings and Outlook				
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**			
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	3.41	3.35	3.94
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	3.36	3.31	3.90
	Underlying Bond Ratings (Uninsured)			
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
Toll System Safety				
Safety of the Authority/Expressway	Wrong way driving detection	83	98	338
Value of Transportation Assets (In Millions)				
Value of Transportation Assets (In Millions)	Land Acquisition	$1,075.80	$1,143.70	$1,244.00
	Infrastructure Assets	$10,450.00	$10,559.10	$11,144.23
	Construction in Progress	$1,363.40	$1,945.50	$2,228.90
	Total Value of Transportation Assets	**$ 12,889.2**	**$ 13,648.3**	**$ 14,617.1**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$116.50	$119.80	$134.00
	Routine Maintenance of Infrastructure (In Millions)	$82.80	$100.10	$1,084.21
	Total Preservation Costs (In Millions)	**$199.30**	**$219.90**	**$1,218.21**
	MRP Characteristic-Signing--Condition rating of at least 90	93	90	91
	MRP Characteristic-Striping--Condition rating of at least 95	95	96	94
	MRP Characteristic-Guardrail--Condition rating of at least 80	81	85	88
	MRP Characteristic-Lighting--Condition rating of at least 85	84	78	77
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.08	$0.07	$0.08
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	20.1%	25.3%	26.7%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	75.1%	73.7%	72.9%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	12.3%	7.7%	8.0%
	Actual Revenue without Recovery of Fines/Fees	12.3%	7.7%	8.0%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	21.8%	22.2%	20.4%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	38.3%	36.1%	36.2%
	Routine Maintenance Expense Relative to Operating Expense	18.8%	22.3%	23.4%
	Administrative Expense Relative to Operating Expense	0.0%	0.0%	0.0%
	Operating Expense Relative to Operating Revenue	38.2%	38.1%	34.3%

Greater Miami Expressway Agency

Background

The Greater Miami Expressway Agency (GMX) was established by Chapter 2019-169, Laws of Florida, and reestablished in 2023 to oversee the expressway system within Miami-Dade County and parts of northeast Monroe County. GMX was created to clarify the legal status, ownership, and control of the expressway system, which resulted in the dissolution of the Miami-Dade Expressway Authority (MDX). Prior to the formation of GMX, MDX, created in 1994, was responsible for the operation, maintenance, and construction of five tolled expressways in Miami-Dade County. MDX had the authority to set toll rates, collect fees, and issue bonds, and operated under the provisions of Chapter 189, Florida Statutes. The 2019 enactment of HB 385 transferred all assets, liabilities, and responsibilities from MDX to GMX.

GMX currently oversees and maintains five tolled expressways, totaling approximately 33.6 centerline miles and 241.3 lane miles within Miami-Dade County, including the Dolphin Expressway (SR 836), Airport Expressway (SR 112), Don Shula Expressway (SR 874), Gratigny Parkway (SR 924), and Snapper Creek Expressway (SR 878). Along with the portion of northeast Monroe County which includes County Road 94 and the portion of Monroe County bounded on the north and east by the boards of Monroe County and on the south and west by County Road 94.

Table 9 below, as of June 30, 2024, shows the composition of the governing body of GMX consisting of nine voting members appointed as follows: four by the Governor, two by the County commission, two by the Miami-Dade Transportation Planning Organization (TPO), and the FDOT District 6 Secretary.

Table 9
Greater Miami Expressway Agency
Board Members as of June 30, 2024

Name	Affiliation	Position
Mariana “Marili” Cancio	Chair	Governor Appointee
Fatima Perez	Vice Chair	Governor Appointee
Rodolfo Pages	Treasurer	Governor Appointee
Stacy L. Miller	FDOT District VI Secretary	Ex-Officio
Richard Blanco, Jr.	Board Member	Governor Appointee
Edward Pidermann	Board Member	Miami-Dade Transportation Planning Organization Appointee
Stanley Rigaud	Board Member	Miami-Dade Transportation Planning Organization Appointee
Vacant	Board Member	Miami-Dade Board of County Commissioners Appointee
Vacant	Board Member	Miami-Dade Board of County Commissioners Appointee
Vacant	Governor's Appointee	Board Member

Table 10 Greatr Miami Expressway Agency Toll Authority Performance Measures Scorecard			
Fiscal Year 2024			
Performance Measure Area of Focus	**Performance Measure**	**Detail**	**Result**
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements.	**Yes**
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. AND Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	**Yes**
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average.	
	Roadway clearance time (In minutes)	Less than or equal to 75 minutes duration of time taken to clear an incident from initial report to restoration of pre-incident traffic flow.	**33**
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**84**
	Pavement Condition Rating	Greater than 85% of lane miles "excellent" or "good"	**99%**
	Bridge Condition Rating	Greater than 95% of bridges "excellent" or "good"	**93%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**9.5%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	**Yes**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**90.4%**
Customer Experience			
	Incident response time (In minutes)	Duration of time taken to respond to an incident from initial incident report. (Response ex. = Lane Blockage, Motorist Assist, Debris Removal by Road Ranger, etc.)	**6**
Contract Management			
Contract Management Time and Cost	**Consultant Contracts**		
	Design and CEI Consultant Contract Management	Final cost increase is less than 5% of initial award	**-2.7**
	Construction Contracts		
	Construction Contract Adjustments-Time	At least 80% of contracts completed within 120% of original contract time.	**50.0%**
	Construction Contract Adjustments-Cost	At least 90% of contracts completed within 110% of original contract cost.	**50.0%**
Small Business Program Participation			
Small Business Program Participation	Small Business Program Participation	SBP utilization of at least 10% of Authority's total expenditures.	**18.40%**

Note: Performance Measures are not applicable when there is no data.

Table 11 Greater Miami Expressway Agency Toll Authority Operating Indicators			
Fiscal Year 2024			
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**
Bond Ratings and Outlook			
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**		
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	0.37	1.70
	Debt Service Coverage - Comprehensive Debt		
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	1.81	1.84
	Underlying Bond Ratings (Uninsured)		
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable
Toll System Safety			
Safety of the Authority/Expressway	Number of wrong way driving detections	63	108
Value of Transportation Assets (In Millions)			
Value of Transportation Assets (In Millions)	Land Acquisition	$1,940.71	$1,960.00
	Infrastructure Assets	$983.92	$946.80
	Construction in Progress	$271.06	$321.38
	Total Value of Transportation Assets	**$3,195.69**	**$3,228.18**
Preservation and Maintenance			
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)		
	Routine Maintenance of Infrastructure (In Millions)	$8.78	$11.56
	Total Preservation Costs (In Millions)	**$8.78**	**$11.56**
	MRP Characteristic-Signing--Condition rating of at least 90	83	89
	MRP Characteristic-Striping--Condition rating of at least 95	77	76
	MRP Characteristic-Guardrail--Condition rating of at least 80	81	73
	MRP Characteristic-Lighting--Condition rating of at least 85	82	70
Tolling Transactions			
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.03	$0.04
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	47.7%	48.2%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	52.3%	51.8%
Annual Toll Revenue and Expenses			
Toll Revenue and Expenses	**Revenue Variance**		
	Actual Revenue with Recovery of Fines/Fees	38.4%	36.0%
	Actual Revenue without Recovery of Fines/Fees	38.4%	36.0%
	Rating Agency Performance		
	Toll Operations and Maintenance Expense Relative to Operating Revenue	16.8%	18.5%
	Toll Operating Expense and Revenue		
	Toll Collection Expense Relative to Operating Expense	34.5%	36.2%
	Routine Maintenance Expense Relative to Operating Expense	9.2%	11.1%
	Administrative Expense Relative to Operating Expense	6.6%	7.7%
	Operating Expense Relative to Operating Revenue	38.5%	39.2%

Note: Operating Indicator(s) are not applicable when there is no data.

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Mid-Bay Bridge Authority

Background

The Mid-Bay Bridge Authority (MBBA) was created in 1986 pursuant to Chapter 86-465, Laws of Florida, as amended by Chapter 88-542, Laws of Florida, and having been recodified as Chapter 2000-411, Laws of Florida, and amended as Chapter 2023-347 (the "Act") by the Florida Legislature as an independent special district of the State.

The Authority consists of five members who are appointed by the Governor of Florida. All Authority members serve three-year terms of office and continue in office until reappointed or replaced. Under the Act, the Authority's duties and powers include, but are not limited to, planning for and studying the feasibility of constructing, operating and maintaining the System; adopting a budget annually; borrowing money and issuing bonds; and fixing, charging and collecting tolls for the use of any project and property under its control.

MBBA was established for the purpose of and having the power to plan, construct, operate, and maintain a bridge traversing Choctawhatchee Bay and other transportation facilities that have become part of its system. MBBA also has the power to fix, charge, and collect fees, tolls, rents, and charges for the use of the system and facilities, and is further authorized to issue bonds and exercise eminent domain powers. MBBA is reported as an Independent Special District of the State of Florida and subject to the provisions of Chapter 189, Florida Statutes (Uniform Special District Accountability Act) and other applicable Florida Statutes.

As provided in Table 12, the governing body of MBBA consists of five voting members appointed by the Governor. The District Three Secretary of FDOT, or a designated representative, is an ex-officio non-voting member of the Board. Except for the District Three Secretary, all members serve three-year terms and may be reappointed. MBBA employs two staff members, an Executive Director, and an Administrative Assistant, and utilizes limited outside consultants for support such as traffic and revenue services, legal counsel, accounting, and auditing for MBBA business.

Table 12
Mid-Bay Bridge Authority
Board Members as of September 30, 2024

Name	Affiliation	Position
Gorden E. Fornell	Retired General, USAF	Chair
James D. Neilson, Jr.	Retired Insuranve Broker	Vice-Chair
Vacant	Vacant	Board Member
Kim Wintner	Retired Colonel, USAF Retired Owner, Association Mgt. Co.	Board Member
James Wood, Jr.	Retired Lieutenant Colonel, USA Former Destin City Council Mbr	Secretary Treasurer
Bryant Paulk	District Three Secretary Designee	Ex-Officio

The MBBA System (System) is designated as SR 293 and comprises the Mid-Bay Bridge, Danny Wuerffel Way, and the Walter Francis Spence Parkway (Spence Parkway). The System includes all additions, improvements, connections, extensions, approaches, streets, roads, avenues of access, and transportation facilities appurtenant thereto. The Mid-Bay Bridge is an approximately 3.6-mile, limited access, two-lane, fixed span toll bridge that traverses Choctawhatchee Bay, connecting Niceville and Destin in southeast Okaloosa County. The bridge opened in June 1993 with one mainline toll plaza located on the north side of the bay. The approximately 0.8-mile Danny Wuerffel Way connects the south end of the Mid-Bay Bridge to US 98/SR 30. The approximately 11-mile Spence Parkway connects the north end of the Mid-Bay Bridge to SR 85.

MBBA reported toll revenue of $30.0 million in FY 2024 based on 11.9 million toll transactions. MBBA entered into a Lease-Purchase Agreement (LPA) with FDOT whereby FDOT maintains and operates the System and remits all tolls to MBBA. The payment of operations and maintenance by FDOT, from sources other than tolls, constitute FDOT's rental and purchase payments for the System. The term of the LPA runs concurrently with the bonds. When the bonds mature and are fully paid, FDOT will acquire full ownership of the System, subject to pre-existing easements and leases. Toll operations for MBBA are provided by the Turnpike, and maintenance functions are performed through FDOT's District Three and its Asset Maintenance Contractor.

After administrative expenses and debt service payments, the current year budgeted costs of operations and maintenance are paid back to FDOT. MBBA then shares 50 percent of its remaining annual toll revenues with FDOT to address any long-term debt payable to FDOT. Table 13 indicates that approximately $4.0 million in long-term debt was due to FDOT as of September 30, 2024.

Table 13
Mid-Bay Bridge Authority
Long-Term Debt Payable to the Department (in millions)
Year End September 30, 2024

Transaction	(Millions)
Total Due Department	$4.0

Source: FDOT Comptroller's office Revenue Management

Table 14
Mid-Bay Bridge Authority
Toll Authority Performance Measures Scorecard

Fiscal Year 2024

Performance Measure Area of Focus	Performance Measure	Detail	Result
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements.	**Yes**
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. AND Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	**Yes**
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average of 3.879.	**1.214**
	Roadway clearance time (In minutes)	Less than or equal to 75 minutes duration of time taken to clear an incident from initial report to restoration of pre-incident traffic flow.	
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**89**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**100%**
	Bridge Condition Rating	95% of bridges "excellent" or "good"	**92%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**11.5%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	**Yes**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**93.0%**
Customer Experience			
	Incident response time (In minutes)	Duration of time taken to respond to an incident from initial incident report. (Response ex. = Lane Blockage, Motorist Assist, Debris Removal by Road Ranger, etc.)	
Contract Management			
Contract Management Time and Cost	**Consultant Contracts**		
	Design and CEI Consultant Contract Management	Final cost increase is less than 5% of initial award	
	Construction Contracts		
	Construction Contract Adjustments-Time	At least 80% of contracts completed within 120% of original contract time.	
	Construction Contract Adjustments-Cost	At least 90% of contracts completed within 110% of original contract cost.	
Small Business Program Participation			
Small Business Program	Certified Small Business Enterprise Participation	SBP utilization of at least 90% of Authority's total expenditures.	

Note: Performance Measures are not applicable when there is no data.

Table 15 Mid-Bay Bridge Authority Toll Authority Operating Indicators Fiscal Year 2024				
Operating Indicator Area of Focus	**Details**	**Acutal 2022 Result**	**Actual 2023 Result**	**Actual 2024 Result**
Bond Ratings and Outlook				
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**			
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	1.26	1.30	1.29
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	1.26	1.30	1.29
	Underlying Bond Ratings (Uninsured)			
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")			
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
Toll System Safety				
Safety of the Authority/Expressway	Wrong way driving detection			
Value of Transportation Assets (In Millions)				
Value of Transportation Assets (In Millions)	Land Acquisition	$0.70	$0.70	$0.70
	Infrastructure Assets	$235.10	$235.10	$235.10
	Construction in Progress	$0.00	$0.00	$0.00
	Total Value of Transportation Assets	**$235.80**	**$235.80**	**$235.80**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$0.00	$0.10	$2.83
	Routine Maintenance of Infrastructure (In Millions)	$0.80	$0.80	$0.80
	Total Preservation Costs (In Millions)	**$0.80**	**$0.90**	**$3.63**
	MRP Characteristic-Signing--Condition rating of at least 90	95	95	90
	MRP Characteristic-Striping--Condition rating of at least 95	88	80	81
	MRP Characteristic-Guardrail--Condition rating of at least 80	100	94	100
	MRP Characteristic-Lighting--Condition rating of at least 85	100	100	100
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.29	$0.30	$0.29
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	15.3%	17.4%	18.1%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	62.3%	63.7%	64.3%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	6.5%	7.3%	7.3%
	Actual Revenue without Recovery of Fines/Fees	6.5%	7.3%	7.3%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	16.4%	16.6%	16.6%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	70.5%	72.4%	48.9%
	Routine Maintenance Expense Relative to Operating Expense	14.4%	14.4%	9.8%
	Administrative Expense Relative to Operating Expense	10.9%	10.8%	6.9%
	Operating Expense Relative to Operating Revenue	19.3%	19.1%	28.2%

Note: Operating Indicator(s) are not applicable when there is no data.

Tampa-Hillsborough Expressway Authority

Background

The Tampa-Hillsborough County Expressway Authority (THEA) was established by the Florida Legislature in 1963 to bring roadway infrastructure projects online in Hillsborough County. THEA is an agency of the State of Florida and was created pursuant to Chapter 348, Part II, Florida Statutes, for the purposes of, having the power to, construct, reconstruct, improve, extend, repair, maintain, and operate the expressway system within Hillsborough County, Florida. In 2014, the legislature revised THEA's enabling legislation, permitting THEA to construct, operate, and maintain transportation facilities within the jurisdictional boundaries of counties contiguous to Hillsborough County, with the consent of the respective county. This purpose includes serving the broader interests of the City of Tampa, Hillsborough County, and the State of Florida to enhance public welfare, health, and convenience by facilitating infrastructure that benefit recreation, commerce, and regional resilience. THEA is statutorily authorized to issue revenue bonds to finance improvements or extensions of the expressway system and other authorized capital projects. THEA reports as an Independent Special District of the State of Florida and subject to the provisions of Chapter 189, Florida Statutes (Uniform Special District Accountability Act), and other applicable Florida Statutes.

According to the University of South Florida's Center for Urban Transportation Research (CUTR)*, THEA's capital investments and operations have created over 15,000 jobs in high-impact industry sectors and contributed more than $1.6 billion in gross domestic product at the local and state levels. THEA invests 100% of its revenues back into the communities it serves. By reinvesting and actively connecting communities, THEA has championed state-of-the-art, safe transportation and mobility options that make travel seamless for those who live and work in the Tampa Bay region.

THEA is governed by a seven-member Board of Directors consisting of four members appointed by the Governor of the State of Florida, the Mayor of the City of Tampa (or the mayor's designate), one member of the Board of County Commissioners of Hillsborough County, and the District Secretary of the Department of Transportation which serves Hillsborough County (District 7). See Table 17.

Table 17
Tampa Hillsborough Expressway Authority
Board Members as of June 30, 2024

Name	Affiliation	Position
Vincent Cassidy	Majesty Title Services	Chairman
Bennett Barrow	Barrow Asset Management, Inc.	Vice-Chairman
John Weatherford	Weatherford Insurance	Secretary
Vacancy		Vacancy
David Gwynn, P.E.	District Seven Secretary	Board Member
Jane Castor	City of Tampa Mayor	Board Member
Donna Cameron Cepeda	Hillsborough County Commissioner	Board Member

THEA owns and operates the Lee Roy Selmon Expressway, a limited-access toll facility stretching from the Gandy Bridge in the west to the Brandon suburb in the east. With the opening of the Selmon Extension in 2021, the toll roadway links Pinellas County, West Hillsborough County, Downtown Tampa, Brandon, and Southern Hillsborough County. It offers a direct route for residents and visitors commuting into and out of MacDill Air Force Base in South Tampa.

The Lee Roy Selmon Expressway system is a 17-mile expressway, including the elevated Selmon West Extension over Gandy Boulevard and the Reversible Express Lanes (REL). In 2007, THEA launched the Selmon Reversible Express Lanes (REL), an upper deck for express travel that was the world's first reversible all-electronic toll facility. It operates in peak directions and is fed by Meridian Avenue and Brandon Parkway. The REL provides additional capacity for westbound travel during the morning commute from Brandon to Tampa and eastbound travel during the evening commute and on weekends. The Lee Roy Selmon Expressway system includes 69 bridge structures and 15 full or partial interchanges.

Tolls on the Lee Roy Selmon Expressway are electronically collected through overhead gantries, allowing for at-speed toll collection. Tolls are pre-paid using a transponder or post-paid via recorded license plate images and billed to the vehicle's registered owner. The Expressway accepts major interoperable transponders, including SunPass, E-Pass, E-ZPass, I-PASS, MnPass, Lee Way, NC QuickPass, KTag, Peach Pass, Toll Tag, and PikePass.

Since gaining financial independence in 2012, THEA has continued its mission of contributing to the community positively and has been working to further cement this as a guiding principle integrated into all projects and collaborative efforts. THEA invests in community features and landscaping to enhance the use and beauty of its properties and provides community connectivity

through its pedestrian trails. THEA works collaboratively with the Florida Department of Transportation and the City of Tampa to help reach its goal of eliminating traffic fatalities and serious injuries on area roadways. THEA also owns and maintains the Lee Roy Selmon Greenway, a 1.7-mile multi-use mobility trail built under the Selmon Expressway in downtown Tampa. THEA is continuously improving the Greenway and recently completed the Selmon Greenway Master Plan to help guide greenway improvements as the City of Tampa continues to redevelop alongside the Selmon Expressway.

The Greenway is home to the award-winning Kotfila Memorial Dog Park, which was built as a memorial to Hillsborough County Sheriff's Deputy John Kotfila, Jr., who gave his life to stop a wrong-way driver on the Lee Roy Selmon Expressway on March 12, 2016. The park is an integral part of the Channelside neighborhood and is used daily by countless pups of area residents. THEA's Greenway provides connectivity to key developments such as Channelside, the Water Street District, the University of South Florida Medical School, the Tampa Riverwalk, Ybor City, and Amalie Arena. THEA plans to use the Greenway to connect the communities it serves and create spaces that support life, work, and play.

The THEA Work Program is created for a rolling six-year time frame. In the FY26-31 work program, THEA will invest over $752 million in capital investment in the region, with $692 million dedicated to infrastructure construction that supports community connectivity, long-term performance, and transportation innovation across the region and integrates toll data, real-time analytics, and connected vehicle technology. The six-year Work Program includes the South Selmon Capacity Project, Selmon East Capacity Project, Whiting Street Improvement Project, Selmon Greenway Improvements, Connected Vehicle and Innovation Program, Traffic Management Center upgrades, including a new video wall, the replacement of THEA's in-lane toll equipment and tolling operation back-office system, and general resurfacing and maintenance of the expressway System. The South Selmon Capacity Project includes residential noise walls, drainage improvements, and underpass beautification, along with a signature bridge in downtown Tampa. THEA's key areas of investment are infrastructure improvements, community enhancements, project development and environment studies (PD&E), technology and innovation enhancements, and programmatic asset management.

THEA has become a cornerstone of transportation efficiency and is reshaping the entire Selmon Expressway system with projects on both ends. THEA is combining cutting-edge technology with smart, customer-focused solutions. THEA completed the East Selmon Slip Ramps in FY 2024, a high-impact congestion relief project that was carved from an ongoing PD&E study to ingeniously put in motion a quicker and more efficient way to relieve congestion for our customers. The slip ramps have significantly alleviated traffic bottlenecks by balancing volumes between the REL and the lower local lanes, providing the rapidly growing southern Hillsborough County residents more access to express travel into Tampa and St. Petersburg.

THEA's ongoing integration of intelligent transportation systems (ITS) will set new standards for data-driven decision-making, enhance traffic flow, and improve safety. The agency's investments of more than $43M in projects identified in the THEA ITS Master Plan as well as its pivotal involvement in the FDOT I-4 FRAME project exemplify a forward-thinking approach.

Wrong-way vehicle detection is a top priority for THEA. The agency has launched a crucial safety initiative to reduce wrong-way driving incidents on the Selmon Expressway. Construction began on January 6, 2025, and is expected to be completed by the end of the year. The project includes the installation of Rectangular Flashing Beacons (RFBs), in-pavement lighting to further communicate wrong-way activity to drivers, and upgrades to fiber optic infrastructure and ITS components for enhanced communication and operational efficiency. This initiative will significantly improve real-time detection and response, aiming to reduce fatalities caused by wrong-way driving and modernize the Lee Roy Selmon Expressway's infrastructure for safer travel.

These projects support long-term transportation efficiency and economic growth in Hillsborough County and the State of Florida.

Table 18 Tampa-Hillsborough Expressway Authority Toll Authority Performance Measures Scorecard			
Fiscal Year 2024			
Performance Measure Area of Focus	**Performance Measure**	**Detail**	**Result**
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage-Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements.	**Yes**
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. AND Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	**Yes**
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average of 0.639 .	**0.909**
	Roadway clearance time (In minutes)	Less than or equal to 75 minutes duration of time taken to clear an incident from initial report to restoration of pre-incident traffic flow.	
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**94**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**100.0%**
	Bridge Condition Rating	95% of bridges "excellent" or "good"	**100.0%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**8.1%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	**Yes**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**89.4%**
Customer Experience			
	Incident response time (In minutes)	Duration of time taken to respond to an incident from initial incident report. (Response ex. = Lane Blockage, Motorist Assist, Debris Removal by Road Ranger, etc.)	
Contract Management			
Contract Management Time and Cost	**Consultant Contracts**		
	Design and CEI Consultant Contract Management	Final cost increase is less than 5% of initial award	**-3.7%**
	Construction Contracts		
	Construction Contract Adjustments-Time	At least 80% of contracts completed within 120% of original contract time.	**100.0%**
	Construction Contract Adjustments-Cost	At least 90% of contracts completed within 110% of original contract cost.	**100.0%**
Small Business Program Participation			
Small Business Prrogram	Certified Small Business Program Participation	SBP utilization of at least 13.5% of total dollar value of commodities and projects expended.	**9.8%**

Note: Performance Measures are not applicable when there is no data.

Table 19 Tampa-Hillsborough Expressway Authority Toll Authority Operating Indicators				
Fiscal Year 2024				
Operating Indicator Area of Focus	**Details**	**Acutal 2022 Result**	**Actual 2023 Result**	**Actual 2024 Result**
Bond Ratings and Outlook				
Bond Ratings, Debt Service, and Rating Outlook	**Debt Service Coverage - Bonded/Commercial Debt**			
	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	2.3	2.64	2.62
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	3.02	2.68	2.92
	Underlying Bond Ratings (Uninsured)			
	Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")	Stable	Stable	Stable
	Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")			
Toll System Safety				
Safety of the Authority/Expressway	Wrong way driving detection			
Value of Transportation Assets (In Millions)				
Value of Transportation Assets (In Millions)	Land Acquisition	$90.90	$96.50	$96.50
	Infrastructure Assets	$900.20	$924.30	$968.60
	Construction in Progress	$129.40	$91.00	$57.50
	Total Value of Transportation Assets	**$1,120.50**	**$1,111.80**	**$1,122.60**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$0.00	$1.10	$9.64
	Routine Maintenance of Infrastructure (In Millions)	$5.00	$5.00	$6.20
	Total Preservation Costs (In Millions)	**$5.00**	**$6.10**	**$15.84**
	MRP Characteristic-Signing--Condition rating of at least 90	95	95	95
	MRP Characteristic-Striping--Condition rating of at least 95	99	99	97
	MRP Characteristic-Guardrail--Condition rating of at least 80	88	88	90
	MRP Characteristic-Lighting--Condition rating of at least 85	97	97	93
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.13	$0.12	$0.13
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	26.7%	45.0%	45.4%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	73.3%	55.0%	54.6%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	-1.2%	4.1%	4.1%
	Actual Revenue without Recovery of Fines/Fees	3.0%	3.4%	3.2%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	11.9%	12.3%	13.0%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	38.2%	33.3%	20.9%
	Routine Maintenance Expense Relative to Operating Expense	22.0%	18.3%	12.6%
	Administrative Expense Relative to Operating Expense	30.2%	28.4%	16.6%
	Operating Expense Relative to Operating Revenue	19.8%	23.9%	38.9%

Note: Operating Indicator(s) are not applicable where there is no data.

Appendix A

Performance Measures and Operating Indicators Data Tools

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Five Year Trend for CFX
Performance Measures and Reportable Indicators

Toll Authority Name: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
Official Reporting Period: July 1 through June 30

Operations

	Objective	2020	2021	2022	2023	2024
Growth in Value of Transportation Assets		$ 4,971,705,000	$ 5,075,926,000	$ 5,484,611,000	$ 5,940,680,000	$ 6,402,475,000
Land Acquisition		923,498,000	992,275,000	991,866,000	995,989,000	1,092,570,000
Infrastructure Assets		3,542,210,000	3,859,572,000	3,979,387,000	3,995,555,000	4,353,103,000
Construction in Progress		505,997,000	224,079,000	513,358,000	949,136,000	956,802,000
Preservation of Transportation Assets		$ 49,024,000	$ 39,481,000	$ 40,800,000	$ 46,053,000	$ 40,312,000
Renewal & Replacement of Infrastructure		31,002,000	20,929,000	21,465,000	24,177,000	16,359,000
Routine Maintenance of Infrastructure		18,022,000	18,552,000	19,335,000	21,876,000	23,953,000
SHS Maintenance Rating Program (MRP) Rating	> 90	91	92	91	93	94
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	90.7%	91.0%	97.5%	97.0%	98.0%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	99.4%	99.4%	99.4%	100.0%	100.0%
Toll Collection Transactions						
Total Number of Toll Transactions				100.0%	100.0%	100.0%
Percentage of Transactions by cash				3.5%	2.4%	1.7%
Percentage of Transactions by transponder				88.0%	90.3%	89.8%
Percentage of Transactions by toll/pay by plate				8.5%	7.3%	8.5%
Annual Revenue Growth						
Toll & Operating Revenue		-1.9%	8.6%	20.7%	27.0%	17.6%
Revenue Variance						
Actual Revenue with "recovery of fines"		6.6%	11.1%	14.5%	8.4%	7.9%
Actual Revenue without "recovery of fines"		9.1%	12.4%	15.5%	9.6%	9.1%
Safety						
MRP Safety Characteristic - Signing	> 90	92	93	93	91	96
MRP Safety Characteristic - Striping	> 95	96	97	96	95	97
MRP Safety Characteristic - Guardrail	> 80	89	93	89	89	92
MRP Safety Characteristic - Lighting	> 85	86	87	90	94	91
Fatalities per 100 million vehicle miles traveled		0.352	0.469	0.519	0.396	0.300
Three-Year Fatality Rolling Average				0.492	0.446	0.461
Number of wrong-way equipment locations				55	55	59
Percentage of detections resolved with corrections				0.903	0.876	0.910
Roadway Clearance Time	<75			54	59	56
Customer Service						
Incident Response Time	TBD			15	16	17

Operations & Budget

	Objective	2020	2021	2022	2023	2024
Consultant Contracts						
Final Cost % increase above Original Award	< 5%	-7.3%	-6.2%	6.8%	-8.9%	2.9%
Construction Contracts						
Completed within 20% above original contract time	≥ 80%	100.0%	100.0%	100.0%	100.0%	100.0%
Completed within 10% above original contract amount	≥ 90%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)				$0.14	$0.15	$0.15
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		43.2%	45.6%	48.9%	47.4%	50.0%
Routine Maintenance Expense as a % of Operating Expense		12.0%	12.9%	12.4%	12.4%	13.3%
Administrative Expense as a % of Operating Expense		5.9%	6.2%	5.4%	6.2%	7.4%
Operating Expense as a % of Operating Revenue		32.2%	28.4%	25.4%	27.3%	25.0%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	13.6%	12.6%	12.1%	12.6%	12.1%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	93.5%	98.5%	97.6%	94.3%	92.5%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		17.8%	16.6%	15.6%	16.4%	15.8%

Five Year Trend for CFX
Performance Measures and Reportable Indicators

Toll Authority Name: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
Official Reporting Period: July 1 through June 30

Applicable Laws

	Objective	2020	2021	2022	2023	2024
Small Business Enterprise Participation						
SBE Utilization as a 15% of Total Expenditures (target set by authority)	> 90% of authority target:	17.5%	17.6%	18.0%	17.3%	28.3%

Revenue Management & Bond Proceeds

	Objective	2020	2021	2022	2023	2024
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		1.99	2.00	2.52	2.70	3.05
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		1.99	2.00	2.52	2.70	3.05
Authority Compliance with Bond Covenants for Debt Service Coverage	Yes	Yes	Yes	Yes	Yes	Yes
Bond Rating ≥ BBB, Baa, and BBB and No Downward Rating from Previous Year	Yes	Yes	Yes	Yes	Yes	Yes
Underlying Bond Ratings from Agencies						
S&P Bond Rating		A+	A+	A+	A+	A+
Moody's Bond Rating		A1	A1	A1	A1	A1
Fitch Bond Rating		A+	A+	A+	A+	A+
Bond rating positive, stable or negative			Stable	Stable	Stable	Stable

Five Year Trend for Turnpike
Performance Measures and Reportable Indicators

Toll Authority Name: FLORIDA'S TURNPIKE ENTERPRISE (TURNPIKE)
Official Reporting Period: July 1 through June 30

Operations

	Objective	2020	2021	2022	2023	2024
Growth in Value of Transportation Assets		$ 11,725,630,000	$ 12,475,062,000	$ 12,971,932,000	$ 13,730,964,000	$ 14,699,780,000
Land Acquisition		979,157,000	1,008,183,000	1,075,810,000	1,143,688,000	1,243,970,000
Buildings		82,687,000	82,687,000	82,687,000	82,687,000	82,687,000
Infrastructure Assets		9,121,318,000	9,551,921,000	10,450,029,000	10,559,080,000	11,144,233,000
Construction in Progress		1,542,468,000	1,832,271,000	1,363,406,000	1,945,509,000	2,228,890,000
Preservation of Transportation Assets		$219,697,000	$239,404,000	$199,319,000	$219,910,000	$242,409,000
Renewal & Replacement of Infrastructure		147,422,000	155,094,000	116,499,000	119,770,000	133,988,000
Routine Maintenance of Infrastructure		72,275,000	84,310,000	82,820,000	100,140,000	108,421,000
SHS Maintenance Rating Program (MRP) Rating	≥ 90	86	88	90	91	91
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	≥ 85%	97.7%	95.6%	95.4%	98.6%	99.6%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	≥ 95%	99.0%	99.0%	99.5%	99.6%	99.3%
Toll Collection Transactions						
Total Number of Toll Transactions				1,138,036,000	1,284,965,000	1,337,442,000
Percentage of Transactions by cash				3.9%	1.0%	0.4%
Percentage of Transactions by transponder				75.1%	73.7%	72.9%
Percentage of Transactions by toll/pay by plate				21.0%	25.3%	26.7%
Annual Revenue Growth						
Toll & Operating Revenue		-7.6%	1.7%	13.9%	16.5%	17.1%
Revenue Variance						
Actual Revenue with "recovery of fines"		10.4%	12.2%	12.3%	7.7%	8.0%
Actual Revenue without "recovery of fines"		10.4%	12.2%	12.3%	7.7%	8.0%
Safety						
MRP Safety Characteristic - Signing	≥ 90	89	91	93	90	94
MRP Safety Characteristic - Striping	≥ 95	96	91	95	96	99
MRP Safety Characteristic - Guardrail	≥ 80	82	77	81	85	88
MRP Safety Characteristic - Lighting	≥ 85	79	86	84	78	77
Fatalities per 100 million vehicle miles traveled		0.639	0.608	0.556	0.557	0.461
Three-Year Fatality Rolling Average				0.416	0.601	0.574
Number of wrong-way equipment locations				35	58	111
Percentage of detections resolved with corrections				89.2%	65.3%	75.1%
Roadway Clearance Duration (Minutes)	≤75			52	54	55
Customer Service						
Incident Response Duration (Minutes)	TBD			5	6	6

Operations & Budget

	Objective	2020	2021	2022	2023	2024
Consultant Contracts						
Final Cost % increase above Original Award	≤ 5%	29.7%	49.3%	98.0%	38.2%	12.7%
Construction Contracts						
Completed within 20% above original contract time	≥ 80%	80.0%	87.0%	91.7%	81.8%	100.0%
Completed within 10% above original contract amount	≥ 90%	93.3%	91.3%	100.0%	90.9%	100.0%
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.109	$0.100	$0.080	$0.071	$0.075
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		35.6%	32.9%	38.3%	36.1%	36.2%
Routine Maintenance Expense as a % of Operating Expense		15.1%	16.5%	18.8%	22.3%	23.4%
Administrative Expense as a % of Operating Expense		0.0%	0.0%	0.0%	0.0%	0.0%
Operating Expense as a % of Operating Revenue		48.1%	50.4%	38.2%	38.1%	34.3%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	≤ 12%	10.9%	10.0%	8.3%	8.2%	7.8%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	≤ 110%	93.7%	102.2%	101.8%	99.1%	93.6%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		24.4%	24.9%	21.8%	22.2%	20.4%

Five Year Trend for Turnpike
Performance Measures and Reportable Indicators

Toll Authority Name: FLORIDA'S TURNPIKE ENTERPRISE (TURNPIKE)

Official Reporting Period: July 1 through June 30

Applicable Laws	Objective	2020	2021	2022	2023	2024
Small Business Program Participation						
Small Business Program utilization of at least 6.56%. (Goal set by authority)	**> 90% of 6.56% Enterprise target:**	**7.28%**	**7.58%**	**8.69%**	**10.85%**	**7.89%**

Revenue Management & Bond Proceeds	Objective	2020	2021	2022	2023	2024
Debt Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		**2.99**	**2.95**	**3.41**	**3.35**	**3.94**
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		**2.95**	**2.91**	**3.36**	**3.31**	**3.90**
Authority Compliance with Bond Covenants for Debt Service Coverage	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Bond Rating ≥ BBB, Baa, and BBB and No Downward Rating from Previous Year	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Underlying Bond Ratings from Agencies						
S&P Bond Rating		**AA**	**AA**	**AA**	**AA**	**AA**
Moody's Bond Rating		**Aa2**	**Aa2**	**Aa2**	**Aa2**	**Aa2**
Fitch Bond Rating		**AA**	**AA**	**AA**	**AA**	**AA**
Bond rating positive, stable or negative				**Stable**	**Stable**	**Stable**

Five Year Trend for GMX
Performance Measures and Reportable Indicators

Toll Authority Name: GREATER MIAMI EXPRESSWAY AGENCY (GMX)
Official Reporting Period: July 1 through June 30

Operations

	Objective	2023	2024	2025	2026	2027
Growth in Value of Transportation Assets		$ 1,940,705,641	$ 1,959,531,194			
Land Acquisition		685,728,904	691,359,331			
Infrastructure Assets		983,915,969	946,795,199			
Construction in Progress		271,060,768	321,376,664			
Preservation of Transportation Assets		$ 8,779,021	$ 11,515,844			
Renewal & Replacement of Infrastructure		-	-			
Routine Maintenance of Infrastructure		8,779,021	11,515,844			
SHS Maintenance Rating Program (MRP) Rating	> 90	85	84			
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	98.8%	99.2%			
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	92.4%	92.6%			
Toll Collection Transactions						
Total Number of Toll Transactions		564,416,191	580,288,914			
Percentage of Transactions by cash		0.0%	0.0%			
Percentage of Transactions by transponder		52.3%	51.8%			
Percentage of Transactions by toll/pay by plate		47.7%	48.2%			
Annual Revenue Growth						
Toll & Operating Revenue		$482,371,134	6.3%			
Revenue Variance						
Actual Revenue with "recovery of fines"		38.4%	36.0%			
Actual Revenue without "recovery of fines"		38.4%	36.0%			
Safety						
MRP Safety Characteristic - Signing	> 90	83	89			
MRP Safety Characteristic - Striping	> 95	77	76			
MRP Safety Characteristic - Guardrail	> 80	81	73			
MRP Safety Characteristic - Lighting	> 85	82	70			
Fatalities per 100 million vehicle miles traveled		5	6			
Three-Year Fatality Rolling Average						
Number of wrong-way equipment locations		7	31			
Percentage of detections resolved with corrections		81.0%	49.1%			
Roadway Clearance Time	<75	35	33			
Customer Service						
Incident Response Time (Minutes)	TBD	6	6			

Operations & Budget

	Objective	2023	2024	2025	2026	2027
Consultant Contracts						
Final Cost % increase above Original Award	< 5%		-2.7%			
Construction Contracts						
Completed within 20% above original contract time	≥ 80%		50.0%			
Completed within 10% above original contract amount	≥ 90%		50.0%			
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.03	$0.04			
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		34.5%	36.2%			
Routine Maintenance Expense as a % of Operating Expense		9.2%	11.1%			
Administrative Expense as a % of Operating Expense		6.6%	7.7%			
Operating Expense as a % of Operating Revenue		38.5%	39.2%			
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	8.3%	9.5%			
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	81.9%	90.4%			
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		16.8%	18.5%			

Five Year Trend for GMX
Performance Measures and Reportable Indicators

Toll Authority Name: GREATER MIAMI EXPRESSWAY AGENCY (GMX)
Official Reporting Period: July 1 through June 30

Applicable Laws

	Objective	2023	2024	2025	2026	2027
Small Business Program Participation						
SBP Utilization as at least 10% of Total Expenditures	> 90% of authority target:	15.8%	18.4%			

Revenue Management & Bond Proceeds

	Objective	2024	2025	2026	2027	2028
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		0.37	1.70			
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		1.81	1.84			
Authority Compliance with Bond Covenants for Debt Service Coverage	Yes	Yes	Yes			
Bond Rating ≥ BBB, Baa, and BBB and No Downward Rating from Previous Year	Yes	Yes	Yes			
Underlying Bond Ratings from Agencies						
S&P Bond Rating		A	A			
Moody's Bond Rating		A3	A3			
Fitch Bond Rating		BBB+	BBB+			
Bond rating positive, stable or negative		Stable	Stable			

Five Year Trend for MBBA
Performance Measures and Reportable Indicators

Toll Authority Name: MID-BAY BRIDGE AUTHORITY (MBBA)

Official Reporting Period: October 1 through September 30

Operations

	Objective	2020	2021	2022	2023	2024
Growth in Value of Transportation Assets		$ 235,774,775	$ 235,774,775	$ 235,774,775	$ 235,774,775	$ 235,774,775
Land Acquisition		663,170	663,170	663,170	663,170	663,170
Infrastructure Assets		234,661,538	235,111,605	235,111,605	235,111,605	235,111,605
Construction in Progress		450,067	-	-	-	-
Preservation of Transportation Assets		$ 4,988,914	$ 1,287,345	$ 831,578	$ 961,257	$ 3,661,460
Renewal & Replacement of Infrastructure		4,191,538	520,438	37,327	130,625	2,829,936
Routine Maintenance of Infrastructure		797,376	766,907	794,251	830,632	831,524
SHS Maintenance Rating Program (MRP) Rating	> 90	91	93	89	90	89
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	100.0%	100.0%	99.7%	100.0%	100.0%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	100.0%	100.0%	92.3%	92.3%	92.3%
Toll Collection Transactions						
Total Number of Toll Transactions				100.0%	100.0%	100.0%
Percentage of Transactions by cash				22.4%	18.9%	17.6%
Percentage of Transactions by transponder				62.3%	63.7%	64.3%
Percentage of Transactions by toll/pay by plate				15.3%	17.4%	18.1%
Annual Revenue Growth						
Toll & Operating Revenue		-11.3%	28.3%	-4.5%	0.7%	5.3%
Revenue Variance						
Actual Revenue with "recovery of fines"		5.2%	5.4%	6.5%	7.3%	7.3%
Actual Revenue without "recovery of fines"		5.2%	5.4%	6.5%	7.3%	7.3%
Safety						
MRP Safety Characteristic - Signing	> 90	100	100	95	95	90
MRP Safety Characteristic - Striping	> 95	91	93	88	80	81
MRP Safety Characteristic - Guardrail	> 80	100	100	100	94	100
MRP Safety Characteristic - Lighting	> 85	100	100	100	100	100
Fatalities per 100 million vehicle miles traveled		1.598	3.932	2.678	5.026	1.214
Three-Year Fatality Rolling Average				2.283	2.736	3.879
Number of wrong-way equipment locations				0	0	
Percentage of detections resolved with corrections						
Roadway Clearance Time	<75					
Customer Service						
Incident Response Time	TBD					

Operations & Budget

	Objective	2020	2021	2022	2023	2024
Consultant Contracts						
Final Cost % increase above Original Award	< 5%					
Construction Contracts						
Completed within 20% above original contract time	≥ 80%					
Completed within 10% above original contract amount	≥ 90%					
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)				$0.29	$0.30	$0.29
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		35.5%	66.5%	70.5%	72.4%	48.9%
Routine Maintenance Expense as a % of Operating Expense		9.2%	14.1%	14.4%	14.4%	9.8%
Administrative Expense as a % of Operating Expense		6.9%	10.1%	10.9%	10.8%	6.9%
Operating Expense as a % of Operating Revenue		37.4%	18.2%	19.3%	19.1%	28.2%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	12.1%	10.7%	11.6%	11.7%	11.5%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	97.9%	97.0%	96.8%	100.5%	93.0%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		16.7%	14.7%	16.4%	16.6%	16.6%

Five Year Trend for MBBA
Performance Measures and Reportable Indicators

Toll Authority Name: MID-BAY BRIDGE AUTHORITY (MBBA)

Official Reporting Period: October 1 through September 30

Applicable Laws						
	Objective	2020	2021	2022	2023	2024
Small Business Program (SBP) Participation						
SBE Utilization as a % of Total Expenditures	> 90% of authority target:					

Revenue Management & Bond Proceeds						
	Objective	2020	2021	2022	2023	2024
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		1.03	1.31	1.26	1.30	1.29
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		1.03	1.31	1.26	1.30	1.29
Authority Compliance with Bond Covenants for Debt Service Coverage	Yes	Yes	Yes	Yes	Yes	Yes
Bond Rating ≥ BBB, Baa, and BBB and No Downward Rating from Previous Year	Yes			Yes	Yes	Yes
Underlying Bond Ratings from Agencies						
S&P Bond Rating		BBB+	BBB+	BBB+	BBB+	BBB+
Moody's Bond Rating						
Fitch Bond Rating		BBB+	BBB+	BBB+	BBB+	BBB+
Bond Rating Positive, Stable or Negative				Stable	Stable	Stable

Five Year Trend for THEA
Performance Measures and Reportable Indicators

Toll Authority Name: TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA)
Official Reporting Period: July 1, 2023 through June 30, 2024

Operations

	Objective	2020	2021	2022	2023	2024
Growth in Value of Transportation Assets		$ 1,128,234,941	$ 1,203,514,863	$ 1,120,451,194	$ 1,111,831,682	$ 1,122,502,595
Land Acquisition		95,887,205	98,763,821	90,857,833	96,454,130	96,454,130
Infrastructure Assets		737,593,885	996,423,458	900,214,406	924,333,553	968,588,443
Construction in Progress		294,753,851	108,327,584	129,378,955	91,043,999	57,460,022
Preservation of Transportation Assets		$ 7,070,367	$ 5,610,985	$ 5,001,612	$ 6,130,336	$ 15,839,930
Renewal & Replacement of Infrastructure		2,906,311	1,547,977	30,682	1,085,142	9,641,394
Routine Maintenance of Infrastructure		4,164,056	4,063,008	4,970,930	5,045,194	6,198,536
SHS Maintenance Rating Program (MRP) Rating	> 90	96	95	94	96	94
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	100.0%	100.0%	100.0%	100.0%	100.0%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	100.0%	100.0%	100.0%	100.0%	100.0%
Toll Collection Transactions						
Total Number of Toll Transactions				100.0%	100.0%	100.0%
Percentage of Transactions by cash		0.0%	0.0%	0.0%	0.0%	0.0%
Percentage of Transactions by transponder				73.3%	55.0%	54.6%
Percentage of Transactions by toll/pay by plate				26.7%	45.0%	45.4%
Annual Revenue Growth						
Toll & Operating Revenue		3.4%	-4.2%	26.5%	1.4%	9.6%
Revenue Variance						
Actual Revenue with "recovery of fines"		-2.0%	3.8%	-1.2%	4.1%	4.1%
Actual Revenue without "recovery of fines"		6.5%	7.3%	1.9%	7.3%	7.2%
Safety						
MRP Safety Characteristic - Signing	> 90	95	92	95	95	95
MRP Safety Characteristic - Striping	> 95	89	88	99	99	97
MRP Safety Characteristic - Guardrail	> 80	97	93	88	88	90
MRP Safety Characteristic - Lighting	> 85	90	97	97	97	93
Fatalities per 100 million vehicle miles traveled		0.652	0.740	0.481	0.696	0.909
Three-Year Fatality Rolling Average				0.548	0.624	0.639
Number of wrong-way equipment locations						
Percentage of detections resolved with corrections						
Roadway Clearance Time	<75					
Customer Service						
Incident Response Time	TBD					

Operations & Budget

	Objective	2020	2021	2022	2023	2024
Consultant Contracts						
Final Cost % increase above Original Award	< 5%	0.0%	11.4%	-17.0%	7.8%	-3.7%
Construction Contracts						
Completed within 20% above original contract time	≥ 80%	100.0%	100.0%	85.7%	66.7%	100.0%
Completed within 10% above original contract amount	≥ 90%	100.0%	75.0%	100.0%	100.0%	100.0%
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.11	$0.11	$0.13	$0.12	$0.13
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		29.8%	32.4%	38.2%	33.3%	20.9%
Routine Maintenance Expense as a % of Operating Expense		18.9%	20.6%	22.0%	18.3%	12.6%
Administrative Expense as a % of Operating Expense		30.4%	31.1%	30.2%	28.4%	16.6%
Operating Expense as a % of Operating Revenue		23.3%	21.9%	19.8%	23.9%	38.9%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	6.9%	6.7%	7.6%	8.0%	8.1%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	92.9%	87.7%	96.8%	94.4%	89.4%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		11.4%	11.6%	11.9%	12.3%	13.0%

Five Year Trend for THEA
Performance Measures and Reportable Indicators

Toll Authority Name: TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA)
Official Reporting Period: July 1 through June 30

Applicable Laws

	Objective	2020	2021	2022	2023	2024
Minority Participation						
M/WBE & SBE Utilization as a % of Total Expenditures	> 90% of authority target:	5.6%	4.7%	18.5%	5.8%	9.8%

Revenue Management & Bond Proceeds

	Objective	2020	2021	2022	2023	2024
Debt Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		2.18	2.38	2.30	2.64	2.62
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		2.26	2.27	3.02	2.68	2.92
Authority Compliance with Bond Covenants for Debt Service Coverage	Yes	Yes	Yes	Yes	Yes	Yes
Bond Rating ≥ BBB, Baa, and BBB and No Downward Rating from Previous Year	Yes	Yes	Yes	Yes	Yes	Yes
Underlying Bond Ratings from Agencies						
S&P Bond Rating		A+	A+	A2	A2	A2
Moody's Bond Rating		A2	A2	A2	A2	A2
Fitch Bond Rating		Negative	Stable	Stable	Stable	Stable
Bond rating positive, stable or negative		Negative	Stable	Stable	Stable	Stable

Appendix B

Communication

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FLORIDA TRANSPORTATION COMMISSION

Ron Howse, Chairman
David Genson, Vice-Chairman
John Browning
Barbara Haselden
Alex Lastra
Hung Mai
Russell (Rusty) Roberts

Ron DeSantis
Governor

October 1, 2025

The Honorable Ron DeSantis, Governor
State of Florida
The Capitol, 400 South Monroe Street
Tallahassee, Florida 32399-0001

The Honorable Ben Albritton, President
Florida Senate
409 The Capitol
404 S. Monroe Street
Tallahassee, Florida 32399-0001

The Honorable Daniel Perez, Speaker
Florida House of Representatives
420 The Capitol
402 S. Monroe Street
Tallahassee, Florida 32399-0001

Dear Governor DeSantis, President Albritton and Speaker Perez:

On behalf of the Florida Transportation Commission (Commission), I am pleased to transmit the Fiscal Year 2024 Tolling Authority Monitoring and Oversight Report. This annual report fulfills the Commission's statutory responsibilities to oversee and evaluate the performance of the Florida Turnpike Enterprise, the Mid-Bay Bridge Authority, and toll authorities created under Chapter 348, Florida Statutes.

The Commission's evaluation process is grounded in a performance-based framework designed to ensure accountability, efficiency, and customer responsiveness. The findings presented in this report are based on FY 2024 financial and operational data submitted by each authority.

The performance measures and operating indicators used in this evaluation were developed collaboratively through a formal review process, with input from all statutorily designated toll authorities. These measures were designed to reflect best practices in toll system management, while aligning with each agency's mission, strategic priorities, and financial realities.

FLORIDA TRANSPORTATION COMMISSION
605 Suwannee Street, MS-9, Tallahassee, FL 32399-0450
Office (850) 414-4105 | Fax (850) 414-4234
www.ftc.state.fl.us

As Florida's transportation landscape continues to evolve, this report provides important insight into how toll authorities are managing critical infrastructure, investing in system improvements, and delivering value to the traveling public. The Commission is confident that the findings will assist the authorities in identifying areas of operational strength and opportunities for continued improvement.

If you have any questions regarding this report, please do not hesitate to contact me or the FTC staff at (850) 414-4105.

With regards,

Ronald S. Howse, Chairman
Florida Transportation Commission

Enclosure

cc: Honorable Bryan Ávila, Chair, Senate Transportation Committee
Honorable Nick DiCeglie, Chair, Senate Appropriations Committee on Transportation, Tourism, and Economic Development
Honorable Ed Hooper, Chair, Senate Appropriations Committee
Honorable James Buchanan, Chair, House Commerce Committee
Honorable Chip LaMarca, Chair, House Economic Infrastructure Subcommittee
Honorable Jason Shoaf, Chair, House Transportation & Economic Development Budget Subcommittee
Honorable Lawrence McClure, Chair, House Budget Committee
Mr. Jared W. Perdue, P.E., Secretary, Florida Department of Transportation
Ms. Jessica Ottaviano, Chief of Staff, Florida Department of Transportation
Mr. Cody Farrill, Deputy Chief of Staff, Executive Office of the Governor
Ms. Leda Kelly, Director of Policy and Budget, Executive Office of the Governor
Mr. Brian Mimbs, Policy Coordinator, Office of Policy and Budget, Executive Office of the Governor
Mr. James Christian, Florida Division Administrator, Federal Highway Administration

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Florida Transportation Commission

605 Suwannee Street, MS 9

Tallahassee, Florida 32399-0450

Telephone: (850) 414-4105 Fax: (850) 414-4234

F. 4.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

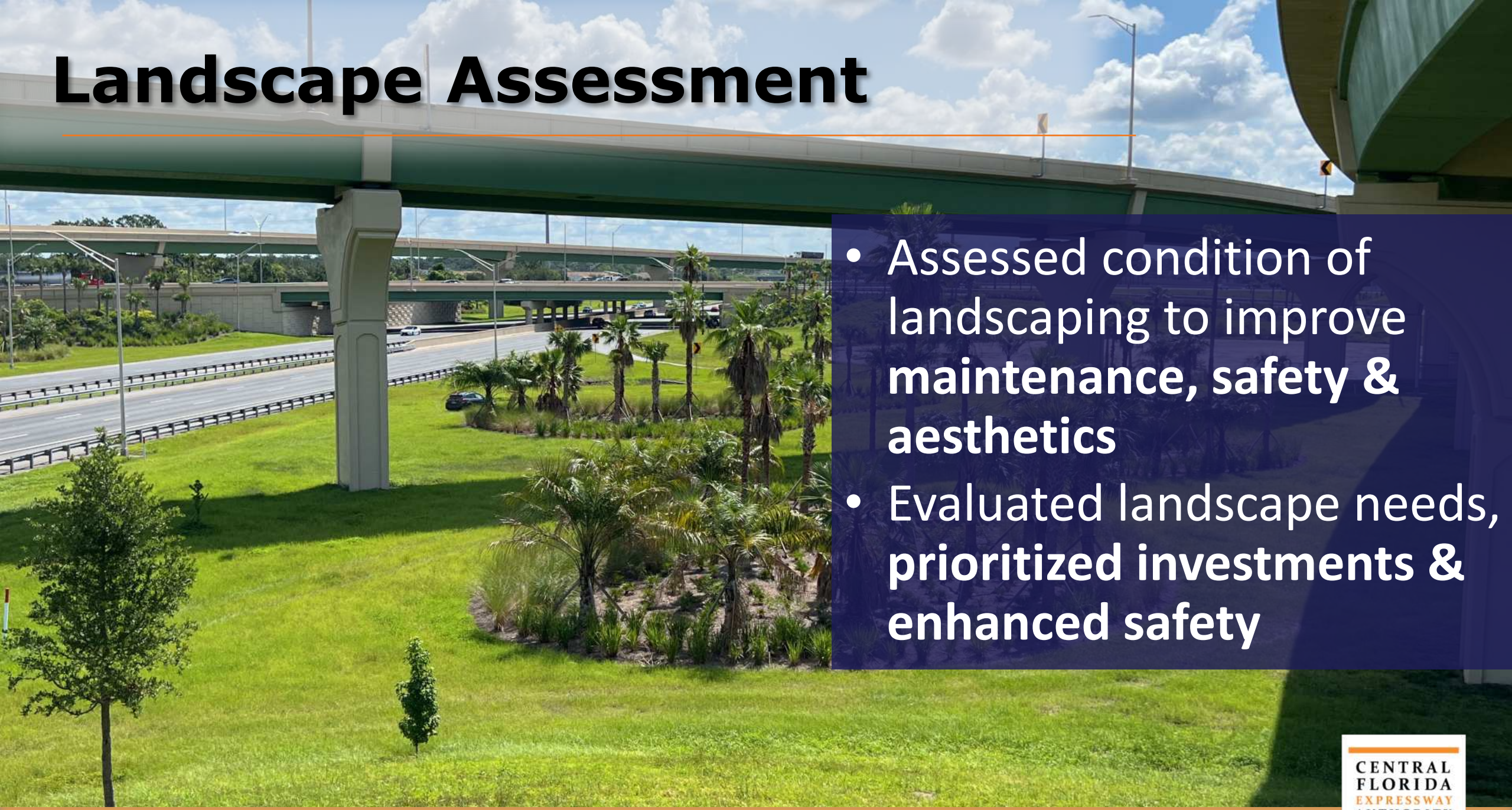
Landscape Management Program Strategic Plan

Glenn Pressimone, PE | Chief of Infrastructure
Christina Hite | Dix.Hite

October 9, 2025

"What is good may not *look* good, and
what looks good may not *be* good."
Joan Iverson Nassauer
Messy Ecosystems, Orderly Frames
CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

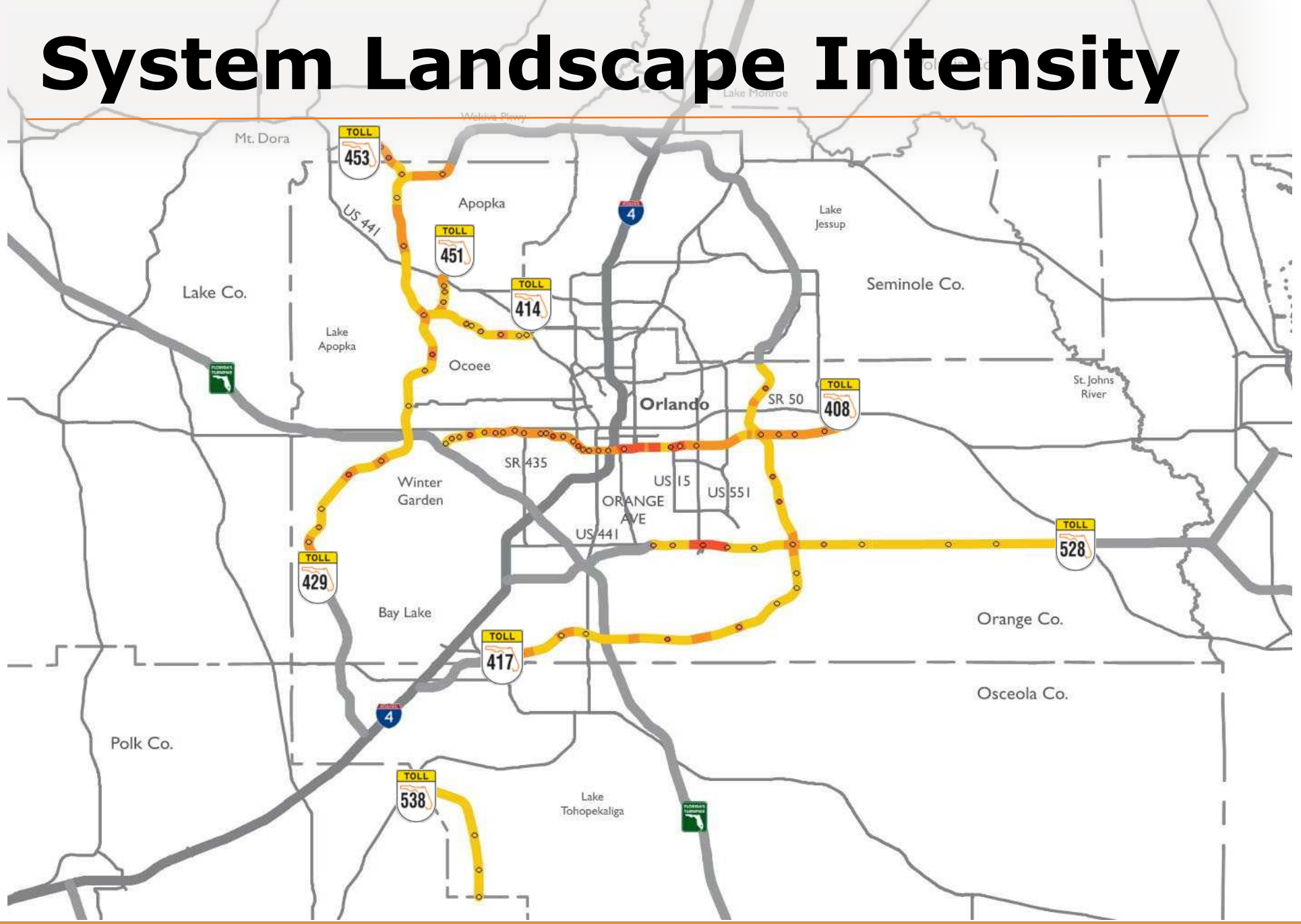
Landscape Assessment



- Assessed condition of landscaping to improve **maintenance, safety & aesthetics**
- Evaluated landscape needs, **prioritized investments & enhanced safety**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

System Landscape Intensity



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Landscape Strategic Plan Roadmap

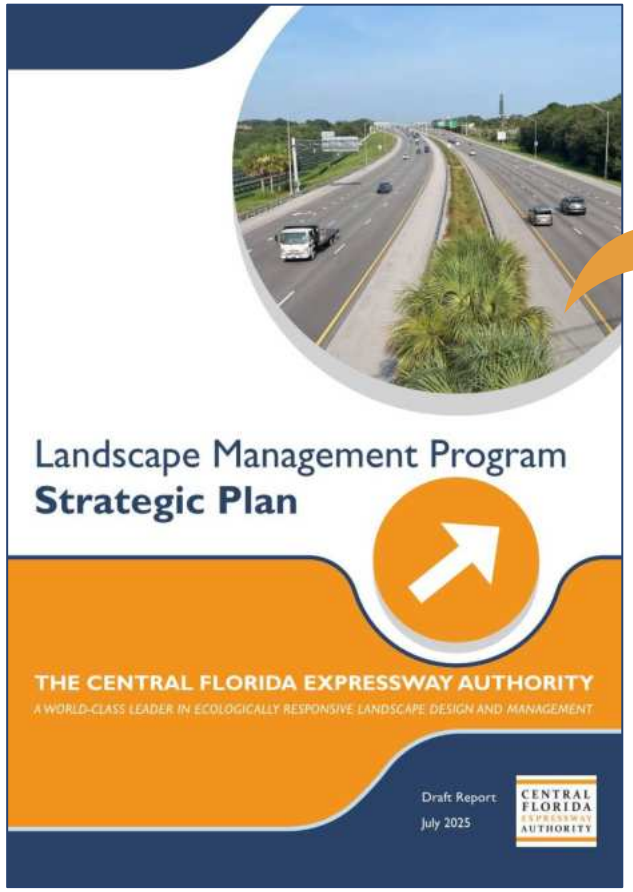
System Assessment → Recommendations → Strategic Plan (DRAFT)

Strategic Plan Key Components

Implementation Priorities

Master Plan & Work Plan

Program Management



Landscape Program Management Framework

Landscape Master Plan

- Align with CFX Master Plan & Work Plan
- Landscape Design Guidelines
- Test Plots and Pilot Project
- Landscape Lifecycle Monitoring
- Storytelling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

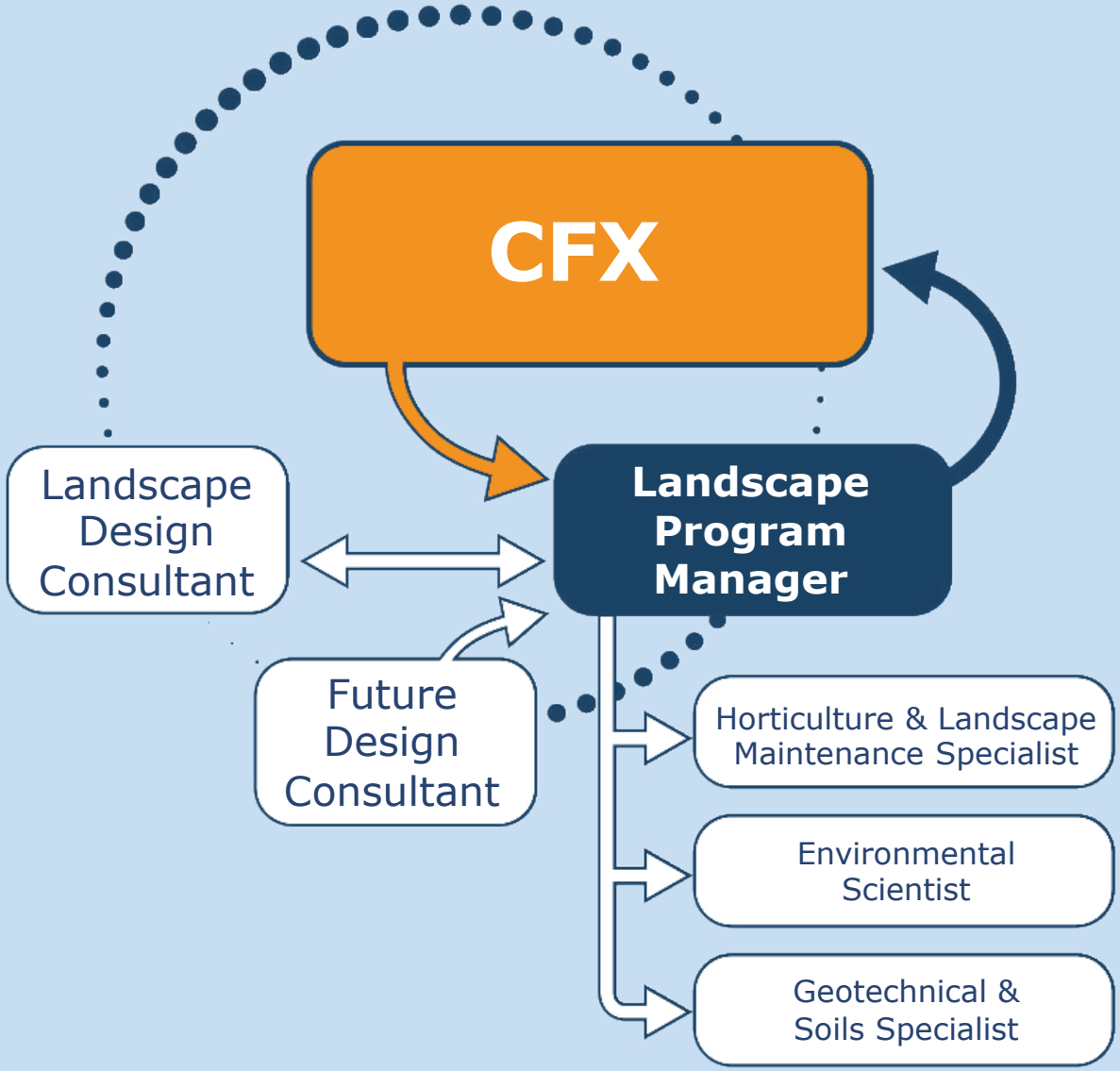
Implementation Priorities

- Environmental Performance
- Human-Centered Design
- Water Conservation
- Economic Efficiency
- Maintenance & Safety

Goals & Strategies

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Landscape Program Management



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Landscape Master Plan

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of the Landscape Management Program Strategic Plan.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Landscape Management Program **Strategic Plan**

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A WORLD-CLASS LEADER IN ECOLOGICALLY RESPONSIVE LANDSCAPE DESIGN AND MANAGEMENT

Draft Report

July 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Acknowledgments

The Landscape Management Program Strategic Plan was developed through the collaborative efforts of the Central Florida Expressway Authority (CFX), Dix.Hite, and Sunscape, all dedicated to enhancing the quality, resilience, and stewardship of the region's landscapes.

The project team extends sincere appreciation to CFX leadership, planning staff, and management teams whose insights and expertise shaped this work.

Special thanks to all reviewers and participants who contributed valuable feedback throughout the process.

Innovation is the road forward.

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04C Pilot Projects & Test Plots	47
04D Landscape Lifecycle Monitoring	55
04E Storytelling	61
05 The Road Ahead	71

Sections A - E Represent Key Components of the Landscape Master Plan.

INTRODUCTION

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Introduction

This Introduction offers a high-level look at where we're headed, and why it matters. From shaping resilient roadway landscapes to centering people and place, the goals and strategies outlined here lay the foundation for a 20-year vision that's as practical as it is ambitious.

CHAPTER
01

Big picture, bold direction.

Before we dig into the details, we zoom out. The Introduction frames the why behind the work, connecting vision to action and ideas to outcomes.

Consider this chapter the on-ramp before the expressway. Enjoy the read.

Introduction

High Level Overview

Transportation plays a key role in the economic, environmental, and social well-being of Central Florida. As CFX marks 60 years of connecting communities, the organization is looking ahead to build a more efficient, responsive, and resilient mobility network.

By planning, designing, and maintaining with care, CFX is transforming roadway corridors into community and ecological assets. This approach reinforces the agency's commitment to stewardship and supports a more resilient, connected region.

The Landscape Management Program Strategic Plan is CFX's road map for how landscapes within the right-of-way will evolve, be maintained, and contribute lasting value to the expressway system over the next 20 years.

This document outlines key initiatives that will strengthen CFX's position as a world-class leader in ecologically responsive roadway design - creating landscapes that connect people to place through enhanced, safe, and memorable travel experiences.

WHAT TO EXPECT

The Landscape Management Program Strategic Plan establishes a comprehensive, proactive approach to caring for CFX's landscape assets. It treats landscapes as vital infrastructure requiring long-term stewardship, consistent quality, and measurable performance.

This document is organized into five chapters:

Chapter 01 - Introduction
Overview, design process, goals and strategies.

Chapter 02 - Discovery
Review of past plans, studies, and Work Plans.

Chapter 03 - Landscape Program Manager
Roles and responsibilities for program oversight.

Chapter 04 - Landscape Master Plan
Strategies and tools for implementation:

- 04A: Align with CFX Master Plan & Work Plan
- 04B: Landscape Design Guidelines
- 04C: Pilot Projects & Test Plots
- 04D: Landscape Lifecycle Monitoring
- 04E: Storytelling

Chapter 05 - The Road Ahead
Scopes, budget, and putting the plan into action.

Introduction

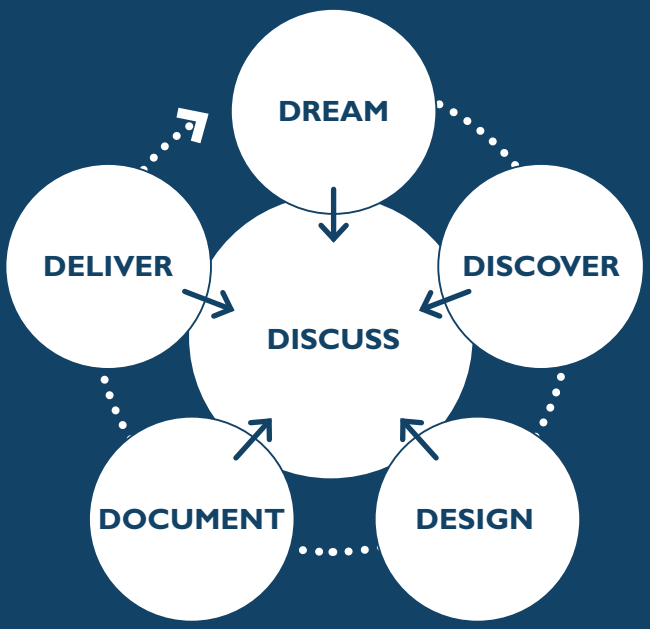
Process Driven

Our design process is built around our 6 D's of Design - Dream, Discover, Design, Document, Deliver, and Discuss - which guide a comprehensive, collaborative approach. This ensures a clear path from vision to execution with engagement at every stage. The process shaped the Landscape Assessment and generated key recommendations, strategies, and a high-level road map to guide future progress.

A holistic approach to planning, designing, and delivering the Landscape Management Program Strategic Plan

DESIGN PROCESS

The circular diagram illustrates the iterative design process, while *Planning the Plan* is a roadmap highlighting progression and milestones.



6D's of Design

Planning the Plan

DREAM
A World-Class Expressway System

DISCOVER
Landscape Assessment + Test Plots

DESIGN
Framework For Implementation

DOCUMENT
Landscape Standards

DELIVER
Roll Out And Implementation

DISCUSS
Input All Along The Way

Introduction

Vision of Success

WHY THIS MATTERS

Landscapes are living systems.

Without standards, reactive maintenance drives up costs and reduces performance.

PURPOSE

To provide a consistent, data-driven approach that builds resilience, stewardship, and trust.

BENEFITS OF THIS APPROACH

Enhance Resilience

Boost environmental performance systemwide.

Reduce Costs

Cut long-term maintenance spending.

Ensure Consistency

Support high-quality landscapes systemwide.

Build Trust

Deliver transparency and measurable outcomes.

Strengthen Connection

Foster a connected and vibrant region.

The Landscape Management Program Strategic Plan ensures CFX landscapes are resilient, cost-effective, and reflective of the region's identity today and for decades to come.

Introduction

Implementation Priorities

GOALS & STRATEGIES

Success means measurable outcomes. These goals and strategies guide design, maintenance, and investment decisions.

Environmental Performance

Goal: *Strengthen ecological communities.*

Strategies:

- *Monitor ecosystem services*
- *Integrate groundcovers, control erosion on slopes.*

Water Conservation

Goal: *Reduce water use through smart design.*

Strategies:

- *Use native plants and healthy soils*
- *Slow runoff and retain moisture*

Maintenance & Safety

Goal: *Design safe, durable landscapes.*

Strategies:

- *Provide clear access*
- *Avoid high-risk maintenance areas*

Economic Efficiency

Goal: *Maximize long-term ROI.*

Strategies:

- *Select cost-effective plants*
- *Reduce mowing and labor needs*
- *Plan for lifecycle costs*

Human-Centered Design

Goal: *Reflect local identity and values.*

Strategies:

- *Use site-sensitive, seasonal planting*
- *Engage and educate the public*

DISCOVERY

02

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DISCOVERY

The discovery process launches the design journey, grounded in research, analysis, and insight to define the project scope and uncover opportunities.

Building on the CFX Systemwide Landscape Assessment and related planning efforts, this phase moves from insight to action. By aligning strategies with CFX's mission of safe, efficient, and innovative mobility, we identify opportunities to advance goals through context-sensitive design, targeted landscape rehabilitation, and adaptive maintenance.

CHAPTER
02

Always Driving Forward. Always Evolving.

Discovery powers innovation, like merging onto the expressway where ideas gain speed and move into action.

Discovery

Framing The Work Ahead

Previous planning efforts provide the foundation for this discovery phase. Each document reviewed offers valuable insight into the vision, goals, and systems that shape CFX's evolving approach to landscape strategy and implementation. While not all documents are summarized in this chapter, they reflect years of investment in planning for mobility, innovation, and infrastructure - and together, they establish the framework, performance benchmarks, and funding mechanisms that the Landscape Management Program Strategic Plan must align with. In addition, insights into current landscape management and consultant oversight were gathered through interviews, meetings, and internal conversations, supplementing the written record.

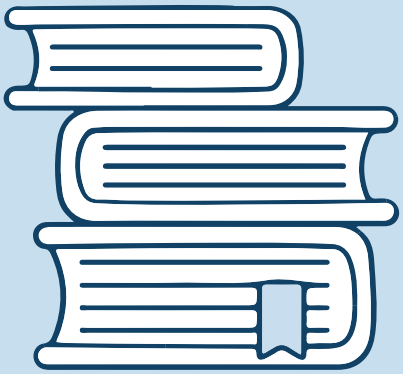
These combined planning efforts ensure that the strategies developed are informed, relevant, and scalable - providing a solid foundation for discovery to build momentum.

Built on decades of planning, policy, and purpose.

DOCUMENTS REVIEWED

The following documents were reviewed during the development of this plan.

- CFX Five-Year Work Plan FY 2025 - FY 2029 | May 2024
- CFX Design Guidelines | 2024
- CFX Systemwide Landscape Assessment | December 2023
- CFX 2045 Master Plan Final Report | December 2022
- CFX FY 2025-2028 Strategic Plan
- CFX Sustainability Study | June 2019
- Landscape Maintenance Contract | 2023



CFX Systemwide Landscape Assessment

Findings & Forward Strategies

The CFX Systemwide Landscape Assessment Study classified corridor landscapes by typology and intensity to establish a baseline. The assessment combined field data and mapping to develop recommendations that enhance safety, resiliency, and visual quality across the expressway network.

The findings provide a foundation for prioritizing future landscape investments and improvements.

KEY RECOMMENDATIONS

LANDSCAPE DESIGN STANDARDS
A living document so that successful strategies and recommendations are incorporated over time.

LOW INVESTMENT | HIGH IMPACT
A plan for implementation: map out, prioritize, budget and implement.

URBAN ECOLOGY SHOWCASE
A vision for testing the urban ecology concept - treating the corridor as a passive native botanical showcase shaped by Landscape Opportunities, Typologies, and ecological adjacencies, with lessons informing future Design Standards.

TOOLS & TACTICS

- Targeted Mowing Strategies
- Landscape Maintenance Zones
- Typology Maintenance Zones
- Life Cycle Toolkit
- Workflow and Collaboration
- Test Plots as Living Labs
- Soil Amendments and Compost
- Roadside Air Cleansing and Storage
- Florida Wildlife Corridor

CFX Systemwide Landscape Assessment

Typologies and Intensities

TYPOLOGY CONCEPT

The concept of **roadway typology** defines the roll of roadway elements in their context and function. These typologies were used as the basis for creating a **classification system** to evaluate the adjacent landscape within the CFX right-of-way.

Interchange | **Bridge** | **Mainline Gantry** | **Ramp Toll Plaza** | **Mainline Corridor**

LANDSCAPE INTENSITIES

High Intensity
Lush, high-impact landscapes with vibrant colors and textures require significant maintenance to uphold their premium appearance.

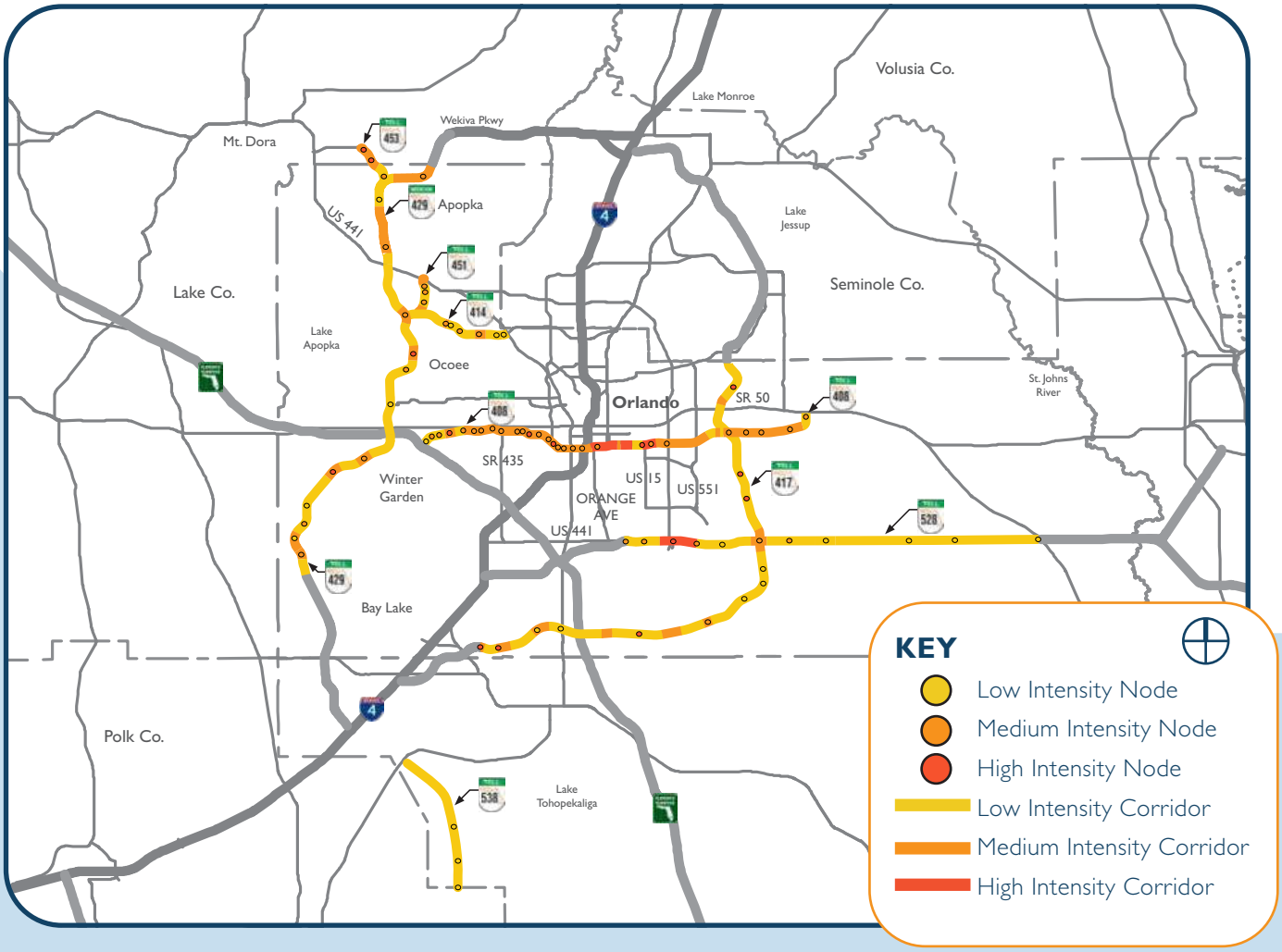
Medium Intensity
Blends elegance & informality with accent and buffer plantings, typically canopy trees and simple understory requiring less maintenance.

Low Intensity
Simple and cost-effective, typically featuring mown bahia grass with occasional canopy or palm clusters.

CFX Systemwide Landscape Assessment

Systemwide Landscape Intensity Map

This map illustrates **existing landscape intensities** across the CFX network, categorizing areas as high, medium, or low. By visualizing these patterns, the map offers a foundational understanding of how landscape character varies across the system.



Clear spatial patterns emerge: High-intensity landscapes cluster around major interchanges, toll plazas, and urban corridors, especially within the Orlando metro area. As the network extends into more rural areas, intensity shifts toward traditional, low-maintenance roadside treatments.

Overall, these patterns reveal more than just maintenance levels; they offer a visual logic to guide future investment. By identifying where treatments occur and how they perform, the map provides a framework for deciding where to enhance, simplify, or maintain, ensuring resources align with context, system function, and long-term goals.

CFX 2045 Master Plan

Key Takeaways

Strategic Corridor Expansion
New and widened expressways are planned to support regional growth and relieve congestion.

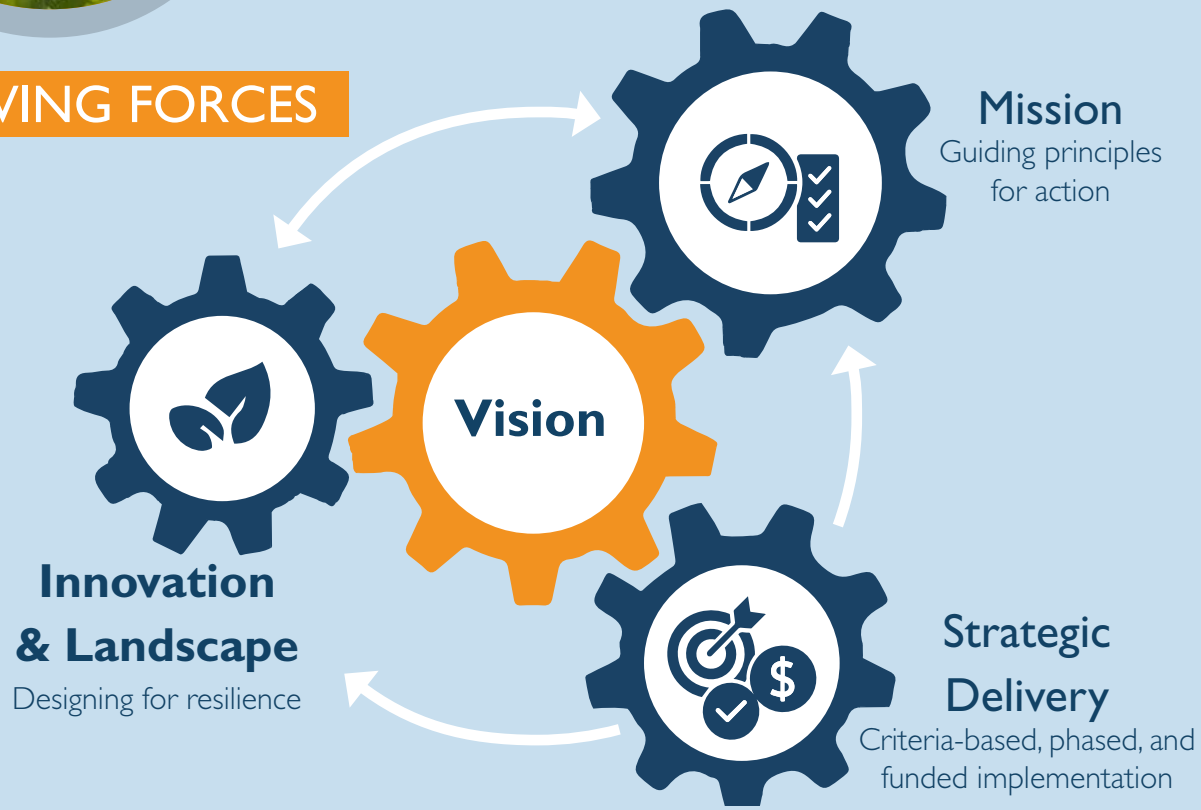
Innovative & Resilient Infrastructure
Resilient design: Includes solar integration, EV readiness, and context-sensitive landscaping.

Phased, Data-Driven Delivery
Projects are prioritized using a clear framework that balances need, funding, and input.

INSIGHTS INFORMING THE PLAN

- $4B Capital Investment Through 2030
- **Smarter, Resilient Roadway Design**
- **Resilient & Efficient Systems**

DRIVING FORCES



CFX 2045 Master Plan

Overview

The following pages introduce the CFX 2045 Master Plan and 5-Year Work Plan, a road map outlining long-term goals and near-term priorities for the expressway.

APPROACH

VISION
To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

MISSION
To build, operate and maintain a mobility network through accountability, fiscally sound practices and a community focus.

FOCUS
Deliver a long-term, phased roadmap to expand, modernize, and manage the Central Florida Expressway network with innovative strategies.

PROJECT PRIORITIZATION

CFX prioritizes projects through a structured, transparent process, guided by regional needs, technical performance, and financial feasibility.

- **Strategic Alignment:** Projects must meet mobility needs and align with agency goals.
- **Evaluation Criteria:** Each project is scored based on urgency, performance, community input, and readiness.
- **Fiscal Responsibility:** Funding decisions are based on projected toll revenues, costs, and long-term financial health.
- **Phased Implementation:** Projects are grouped by priority levels and updated through rolling Five-Year Work Plans.

CFX Five-Year Work Plan

Overview

ABOUT

The Five-Year Work Plan is a living, rolling program that translates the 2045 Vision into near-term action, identifying and prioritizing system improvements, expansions, and rehabilitation projects that meet regional transportation needs and align with anticipated funding. Updated annually through staff input, Board approval, and coordination with MetroPlan Orlando and FDOT, the plan drives implementation of CFX's long-term goals while maintaining fiscal responsibility, supporting balanced growth, and delivering measurable community benefit.

PLAN HIGHLIGHTS

$4.17 billion investment, Largest in CFX History

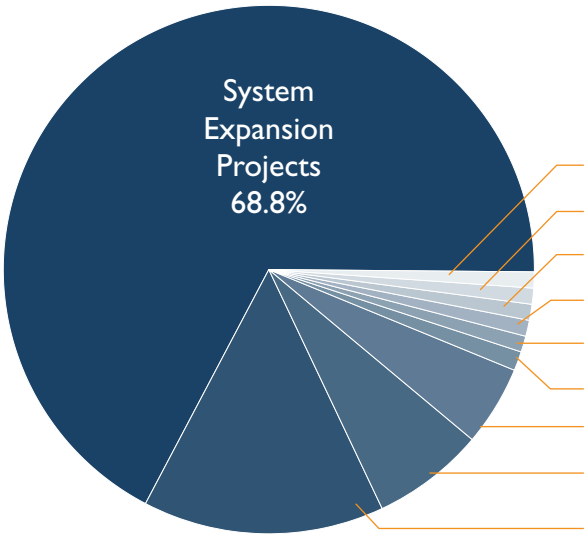
→ **$2.9 billion** dedicated to new system expansion

→ **$627 million** for capacity improvements across 13 projects

→ **$284 million** for major interchange upgrades

FUNDING DISTRIBUTION

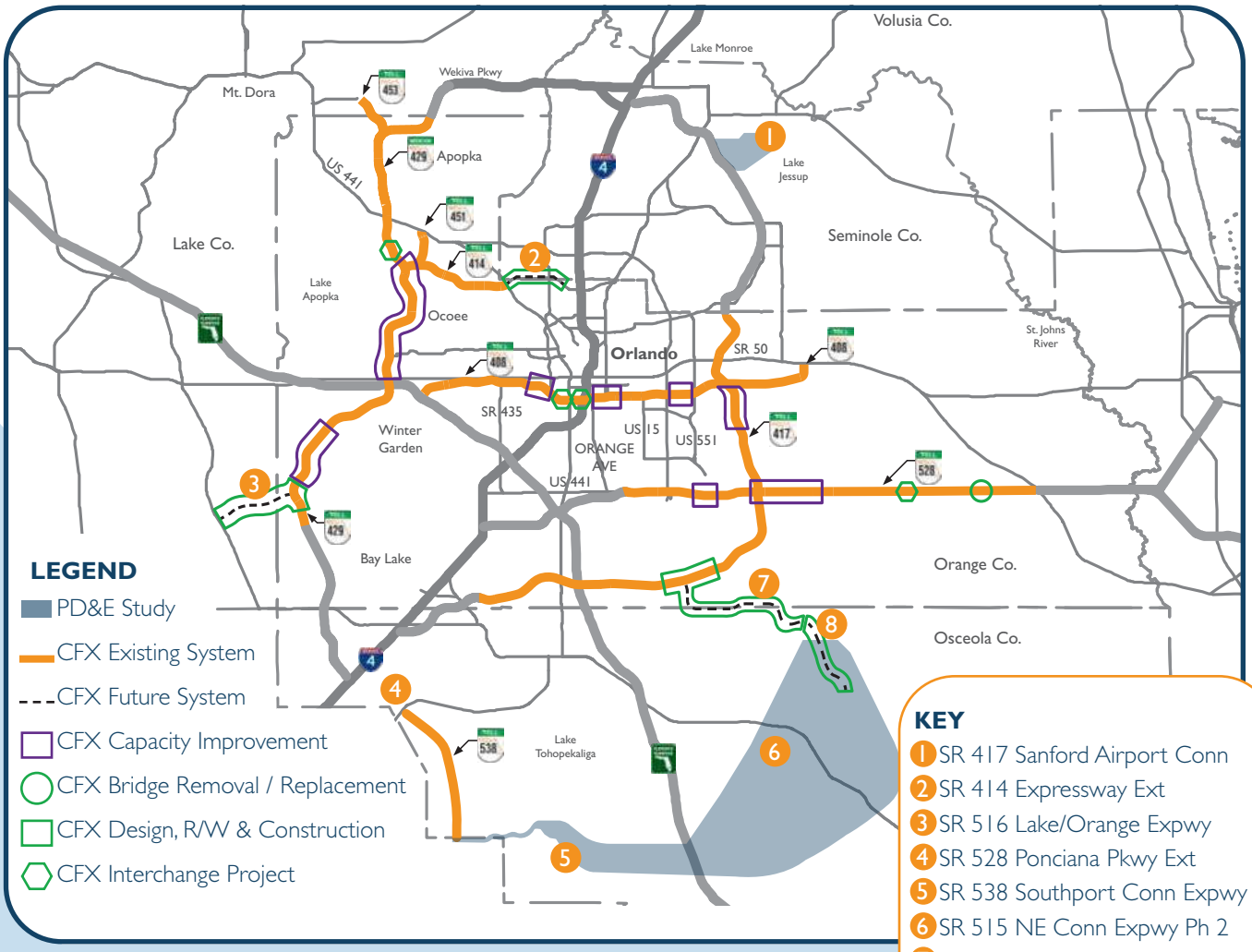
While landscape and hardscape projects represent a small portion of the budget, they play a big role in shaping how the expressway system looks, feels, and functions - enhancing resilience, safety, and Florida's sense of place.



- 0.3% Non-System Projects
- **0.6% Landscape + Hardscape Projects**
- 0.8% Facilities Projects
- 0.9% Information Technology
- 1.0% Signing And Pavement
- 1.2% Transportation Technology
- 4.6% Renewal & Replacement
- 6.8% Interchange Projects
- 15% Existing System Improvements

CFX Five-Year Work Plan

Major Projects Map



PLAN HIGHLIGHTS

- **Capacity improvements** covering 50 miles on SR 408, 417, 429, and 528.
- **Interchange upgrades:** SR 408 at Tampa Ave and Orange Blossom Trail, SR 528 at Dallas Blvd, and a new interchange on SR 429 at Binion Rd.
- **Three PD&E studies are underway**: Southport Connector Expressway, SR 515 NE Connector, and SR 417 Sanford Airport Connector.
- **43 miles resurfaced** for improved safety and ride quality.
- **Innovative initiatives,** include on-site energy solutions on the system and increased efficiency at CFX Headquarters.

CFX Five-Year Work Plan

Project Categories

ABOUT

The Work Plan includes a range of projects organized into four primary categories: (1) existing system improvements, (2) system expansion, (3) interchanges, and (4) landscape and hardscape projects. These categories encompass everything from capacity and safety enhancements to new roadway alignments and discretionary landscape investments.

CATEGORY SUMMARY

Existing System Improvements

System Expansion Projects

Interchange Projects

Landscape & Hardscape Projects

DISCRETIONARY PROJECTS

Each year, CFX allocates approximately $1 million to discretionary landscape improvements that are not tied to major roadway or capacity projects. These targeted enhancements, prioritized within the 5-Year Work Plan, are designed to elevate aesthetics, safety, and the overall community experience. The example projects that follow are illustrative rather than exhaustive; they help establish a framework for aligning future landscape investments with broader system priorities as part of the Landscape Master Plan.

Gateway & Interchange Enhancements

Community-Facing Frontage Improvements

Gaps Not Covered by Larger Projects

Next Steps

Merging the Data, Mapping the Vision

NOW WHAT?

The Landscape Assessment, Work Plan, and recently adopted Work Program have produced multiple data sets - each offering valuable insight into upcoming projects. The Landscape Master Plan phase brings these elements together, merging existing data into a unified framework that sets the stage for strategic, coordinated action.

1. Collect the Data
Compile and synthesize the 5-Year Work Plan, and the Work Program, including completed projects, landscape initiatives, discretionary improvements, and R&R projects.

2. Map Opportunities
Once merged and spatially mapped, the data may reveal gaps, redundancies, and opportunities - helping to inform priorities and guide adjustments to project schedules and phasing.

3. Prioritize & Plan
With a clearer picture, the Landscape Program can strategically prioritize projects, align with the Work Program and funding cycles, and plan landscape improvements.

PATH FORWARD

CFX views landscapes as both aesthetic and environmental assets. While the Landscape Program includes essential elements, it has lacked a clear path for implementation. The following strategic initiatives aim to define that path - clarifying the Landscape Program Manager's role and guiding the development of the Landscape Master Plan.

These efforts connect strategy with action, ensuring landscapes are consistently planned, designed, and maintained to meet operational goals, build public trust, and support long-term resilience. As part of implementation, recently completed roadway projects will serve as the next set of landscape projects to be designed. The Landscape Program Manager will lead this process by managing the landscape design consultant for each project, ensuring alignment with the goals and priorities of the Landscape Master Plan.

LANDSCAPE PROGRAM MANAGER

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LANDSCAPE PROGRAM MANAGER

This is a new role for the CFX program. The Landscape Program Manager will build on past successes, foster collaboration, and guide how CFX designs, delivers, and maintains its landscapes. The role supports a unified aesthetic and consistent approach across the corridor.

CFX expressways are more than infrastructure. They are living threads that tie together the region's identity. Every edge, median, and interchange shapes how the system feels and functions. From long-range planning to day-to-day care, thoughtful landscape management connects vision with reality and ensures these spaces stay resilient, beautiful, and true to place.

CHAPTER 03

Everything has a serviceable life. Why not landscape?

Reframing plantings as long-term assets, not just mile markers along the way.

Landscape Program Manager

Where Strategy Takes Root

WHY THIS MATTERS

A Landscape Program Manager ensures consistency and strategy across the CFX system, avoiding fragmented efforts, and elevating visual quality. This role unifies landscape design, integrates native plantings, and supports environmental goals like stormwater function and habitat connectivity.

More than aesthetics, it's about managing landscape as infrastructure. With clear oversight, right-of-way, landscape can be safer, more resilient, and more cost-effective, thus reinforcing public trust, regional pride, and long-term system value.

GOALS

Strategic Implementation
High-level planning to real-world delivery

Prioritized Investments
Clear budgets, 5-year work plan alignment

Opportunity Identification
Systemwide vision, consistent standards

Effective Oversight
Consultant management, document review

Resilient Landscapes
Innovative, maintainable, true to place

Regional Character
Designs reflective of Central Florida

WHAT WE'RE DOING

Landscape Master Plan
- Lead development of a 20-year system-wide plan.
- Align with recently adopted Work Program and the 5-Year Work Plan.
- Identify areas for enhancements and infill.
- Maintain a consistent design vision.

Design Consultant Manager
- On-board and guide landscape consultants.
- Provide scopes, guidelines, and expectations.
- Review designs, revisions, and schedules.
- Ensure consistency across project teams.

Implementation & Oversight
- Design advocacy throughout construction.
- Review payments, change orders, and inspections.
- Oversee maintenance standards and performance.
- Help transition from install to long-term care.

Landscape Program Manager

An Overarching Approach

The Landscape Program Manager isn't just a role - it's the framework that holds everything else together.

From setting design guidelines to piloting innovation, from tracking assets to telling the story of the system, this position ensures that every piece of the landscape program functions as part of a larger, coordinated whole. The following sections dive deeper into the components that bring this vision to life.

Guiding Principle

The framework unifies all program components to ensure coordinated management and resilient, system-wide performance.

FRAMEWORK

1 VISION

- Landscape Master Plan Vision
- Identify Key Areas + Concepts
- Develop Budgets

2 PLAN

- Existing Landscape Intensity
- Work Plan
- Identify Gaps + Opportunities
- Future Projects

3 MANAGE

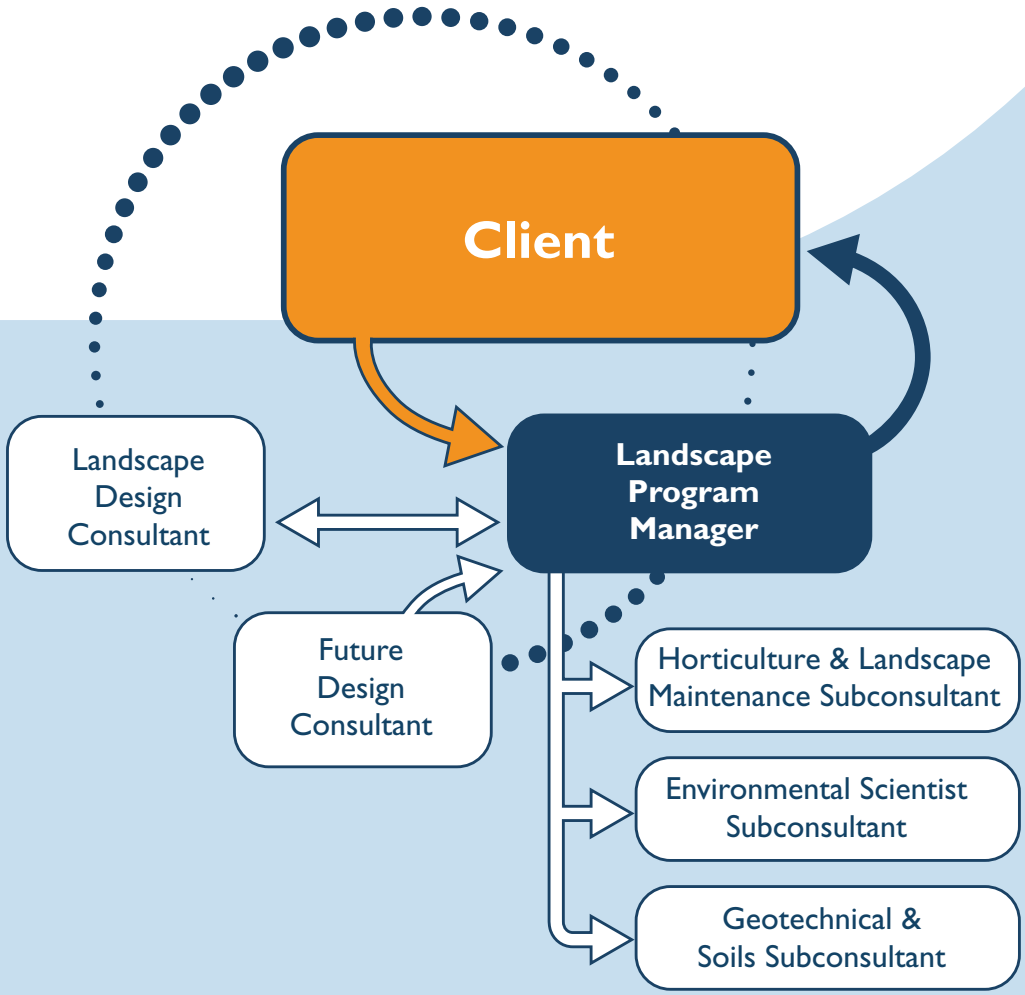
- Landscape Master Plan Implementation
- Design Consultant Management
- Construction + Maintenance Administrative Support

Landscape Program Manager

Team Structure & Roles

ORGANIZATIONAL CHART

This organizational chart illustrates the collaborative structure supporting the Landscape Program. It highlights key roles - including the client, Landscape Program Manager, horticulturalist, ecologist, and soil/geotechnical expert - working together to guide planning and implementation. Landscape consultants and subconsultants provide additional expertise, ensuring a well-rounded, interdisciplinary approach.

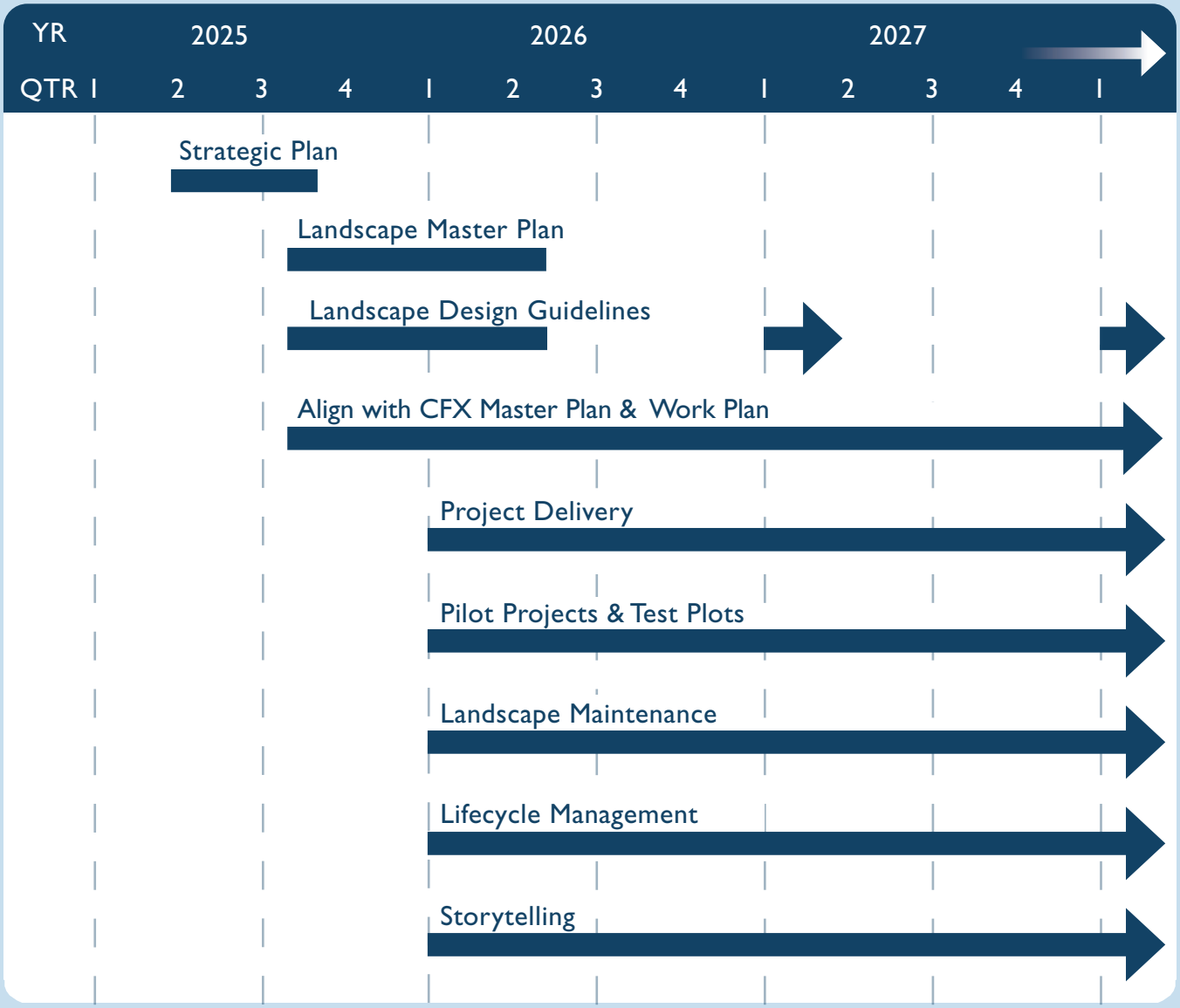


Landscape Program Manager

Tracking Progress

LANDSCAPE PROGRAM MILESTONES

The schedule provides a high-level overview of anticipated timelines for planning, coordination, and delivery of key program objectives. These benchmarks help guide the program forward, ensuring progress remains transparent, accountable, and aligned with CFX goals.



LANDSCAPE MASTER PLAN

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LANDSCAPE MASTER PLAN

This Strategic Plan proposes the development of a Landscape Master Plan to establish a more intentional, adaptive, and unified approach to corridor design. Roadside landscapes are often overlooked, yet they play a critical role in shaping how people experience infrastructure.

The plan will connect past, present, and future projects through a flexible framework that reflects Florida's ecology, supports phased investment, and promotes long-term stewardship. With clear standards and corridor-specific strategies, it will guide CFX toward landscapes that do more than beautify; they perform, adapt, and represent the region.

CHAPTER
04

Roads move people.
Landscapes shape experience.
Both need a plan.

With the right plan, landscapes become the memory of the place not just a glimpse of scenery.

Landscape Master Plan

More Than A Median

WHY THIS MATTERS

A corridor-wide Landscape Master Plan ensures these spaces are designed with intention. This effort defines the public experience of the transportation network on a daily basis and shifts landscapes from the periphery to the focal point.

It supports aesthetics, ecological function, and long-term maintenance goals while reflecting CFX's broader commitment to innovation, resiliency, and regional identity. Ultimately, the plan provides a consistent and adaptable framework for existing and future projects.

SYSTEMS APPROACH

The framework groups CFX's corridor into four classifications: Existing Landscapes, Completed Infrastructure, In-Design, and Planned Projects.

- Each typology has tailored strategies for assessment, design, and implementation.
- Creates a scalable system to support phased improvements and consistent results.
- Design Standards guide planting, irrigation, ecology, and cultural expression.
- GIS mapping and opportunity analyses help target priorities and save costs.

GOALS

Unified Corridor
Clear framework, scalable approach

Resilient Landscapes
Low-maintenance, adaptive strategies

Consistent Standards
Planting, irrigation, ecology

Phased Implementation
Align with Work Plan & Work Program

Pilot & Monitor
Test projects, ongoing evaluation

Informed Decisions
Mapping, data, stakeholder input

Landscape Master Plan

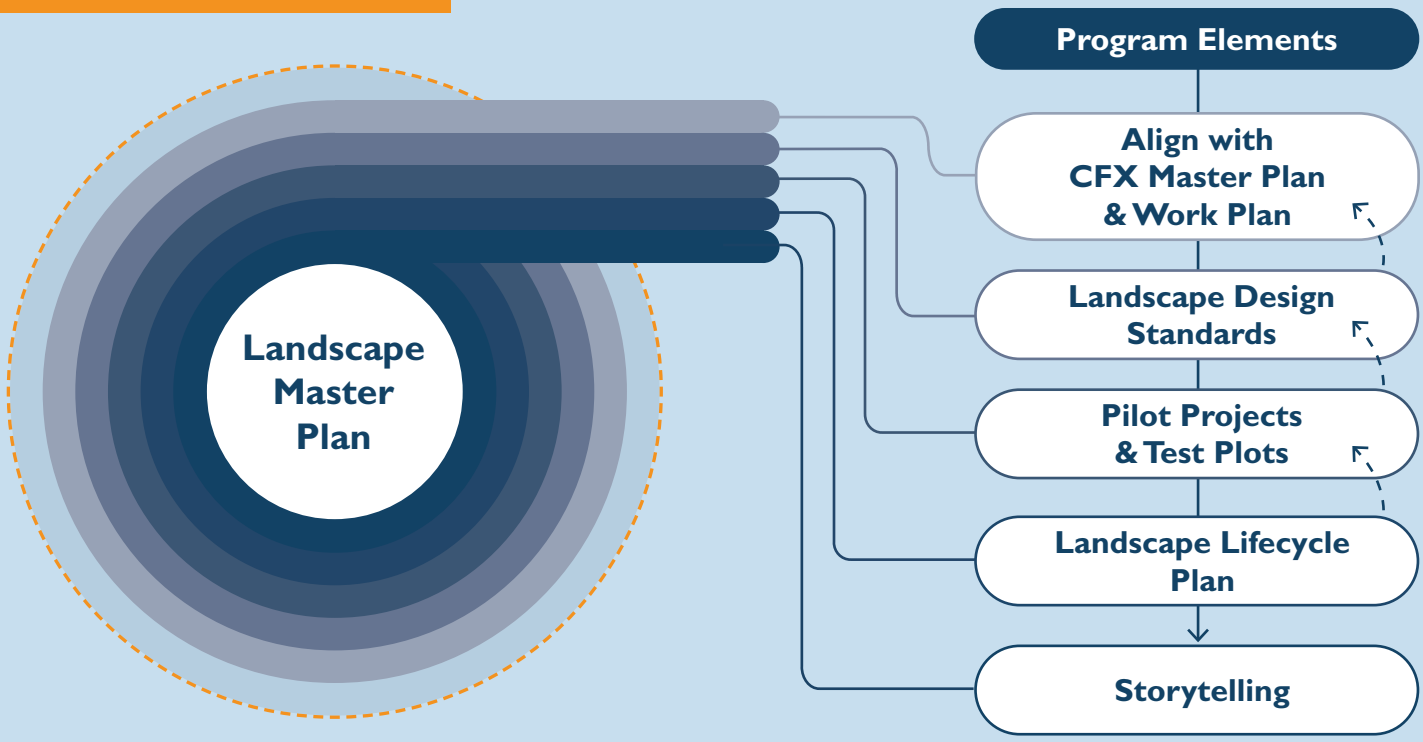
Organizing for Impact

The Landscape Master Plan sets the overall framework for achieving the system-wide Strategic Plan goals. It is structured around four corridor typology strategies to guide targeted, effective landscape improvements.

Segment Classification Strategies

- **Existing Landscapes**
- **Completed Infrastructure**
- **In-Design / Under Construction**
- **Planned Projects**

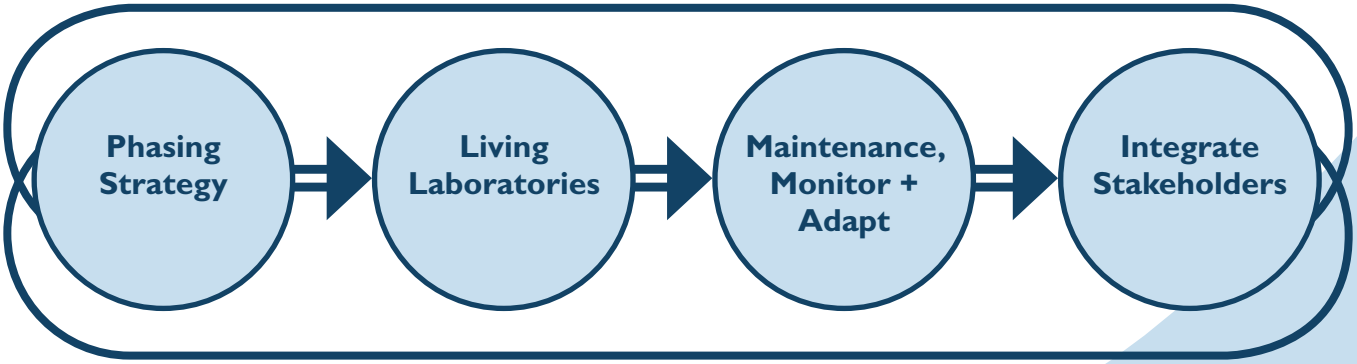
FRAMEWORK



Landscape Master Plan

From Plan To Practice

While the goals define what success looks like, CFX's Landscape Master Plan also outlines how success is achieved through strategic phasing, pilot projects, and a continuous loop of monitoring, learning, and adapting.



DELIVERY, FEEDBACK AND ADAPTIVE MANAGEMENT

Phasing Strategy
- Focus on high-visibility or degraded areas first.
- Align landscape delivery with construction schedules and the 5-year work plan.

Living Laboratories
- Establish pilot projects and test plots.
- Test innovative planting methods, turf alternatives, and soil improvements.
- Use results to refine standards and inform future designs.

Maintenance + Monitoring
- Review and improve existing maintenance protocols.
- Create clear life cycle expectations for landscapes (like other infrastructure).
- Reduce inputs over time with adaptive guidelines.

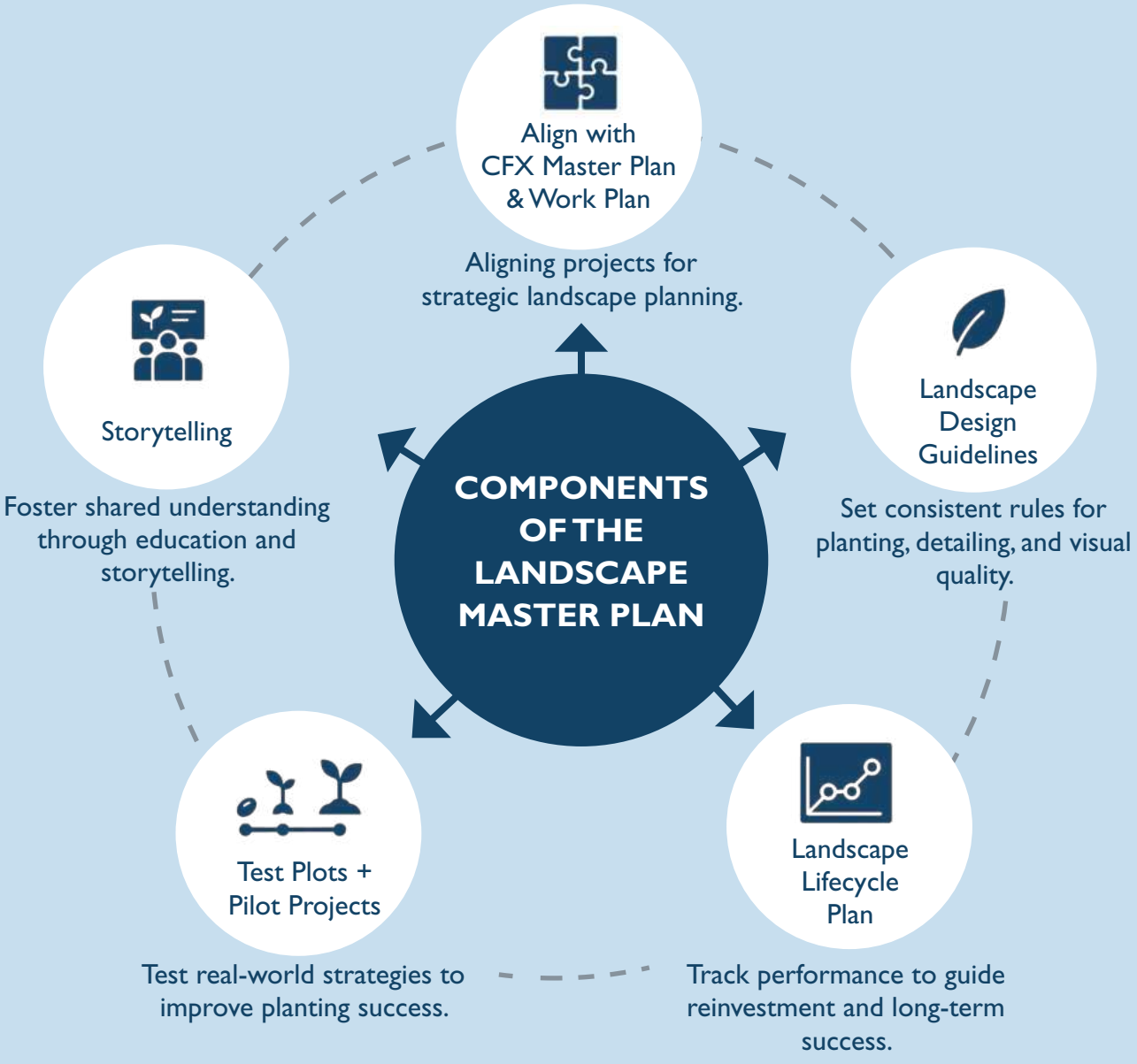
Stakeholder Integration
- Coordinate with CFX staff, consultants, and partner agencies.
- Weave in community input and cross-jurisdictional collaboration.
- Support storytelling with visual communication and performance metrics.

Landscape Master Plan

Building Consistency

WHAT THE MASTER PLAN DELIVERS

The Master Plan is a unified framework that guides how landscapes are envisioned, implemented, and sustained across the corridor. It organizes the essential tools and strategies into one cohesive, long-term approach - ensuring every decision contributes to a resilient, Florida-friendly transportation landscape.



ALIGN WITH CFX MASTER PLAN & WORK PLAN

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ALIGN WITH CFX MASTER PLAN & WORK PLAN

The 5-Year Work Plan, recently adopted Work Program, and 2045 CFX Master Plan form the foundation of the Landscape Master Plan. By aligning landscape strategies with existing priorities, budgets, and schedules, CFX can move from vision to implementation in a structured and measurable way. This section outlines how the Landscape Program will integrate with adopted CFX plans, prioritize opportunities, and guide investments that enhance function, resilience, and identity across the corridor network.

SECTION 04A

Mapping priorities, marking progress.

Here, we lay out how existing plans will connect to the Landscape Master Plan, defining what gets done, when, and why it matters.

The Work Plan and Work Program are the lane markers that bring order to movement, ensuring each mile builds on the last.

Align with CFX Master Plan & Work Plan

Grounding Vision in Reality

WHY THIS MATTERS

The CFX roadway system is dynamic, continually evolving to meet regional mobility, safety, and economic goals. As infrastructure expands or is upgraded, so must the landscapes that shape the experience and performance of these corridors.

Integrating the 5-Year Work Plan, the recently adopted Work Program, and the 2045 Master Plan ensures that landscape improvements are not isolated enhancements but part of a coordinated, long-term strategy. This alignment makes the most of public investment, supports operational efficiency, and reflects a commitment to stewardship and accountability.

LANDSCAPE STRATEGY

This section offers a framework to embed landscape enhancements into the 5-Year Work Plan and recently adopted Work Program.

1. Update priorities and phasing strategies
2. Identify pilot projects for early implementation
3. Integrate landscape design standards in capital projects.
4. Provide revised work plans reflecting landscape goals.

Together, these elements make the Landscape Program an integral part of CFX's planning and delivery.

GOALS

Align Investments
Coordinate landscapes with capital projects.

Prioritize Impact
Focus on areas with the greatest benefits.

Ensure Consistency
Apply unified design standards across corridors.

Enable Flexibility
Adapt plans as needs and priorities evolve.

Strengthen Accountability
Track and report progress clearly.

Align with CFX Master Plan & Work Plan

Connecting Plans to Action

IMPLEMENTATION APPROACH

The Landscape Master Plan will align with the 2045 CFX Master Plan, Work Plan, and, moving forward, the recently adopted Work Program. This alignment will be guided by a clear, data-driven process that prioritizes feasibility, impact, and coordination.

We begin by reviewing governing policies and all relevant plans and spreadsheets to understand scheduled projects, priorities, and funding allocations (Reference & Analyze). This foundation allows us to identify areas with the highest potential for landscape improvements, focusing especially on corridors that have recently completed construction or are already planned for construction or rehabilitation (Establish Priorities & Opportunities).

Next, we develop Landscape Opportunity Plans, which include conceptual landscape designs and construction-level budget estimates (Develop). In tandem, we oversee the landscape design subconsultant's construction documentation and provide CEI services where applicable. For projects scheduled further into the future, we define a phased approach to ensure recommendations remain flexible as priorities evolve (Sequence Future Study Areas).

Throughout the process, we align proposed improvements with construction schedules, safety regulations, maintenance access, and available funding - ensuring all landscape projects are coordinated, implementable, and deliver long-term value (Align & Coordinate).

INTEGRATION PROCESS

LANDSCAPE DESIGN GUIDELINES

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LANDSCAPE DESIGN GUIDELINES

CFX's landscapes shape how people experience Central Florida - mile by mile, season by season. Once driven by ornamental aesthetics, the vision is shifting toward something more enduring: landscapes that reflect the region's identity, function ecologically, and adapt over time.

As a key component of the Landscape Master Plan, these design guidelines will provide a flexible, performance-based framework rooted in Florida's native ecologies, cultural context, and corridor conditions and intensities. Informed by test plots and field data, they guide the creation of consistent yet responsive landscapes that support cohesion, reduce maintenance, and shape a resilient future for the corridor.

SECTION 04B

Reading the Landscape, Guiding the Design.

With design guidelines, landscapes become part of the place; the bridge between vision and experience.

Landscape Design Guidelines

Consistency Meets Context

WHY THIS MATTERS

Establishing uniform Landscape Design Guidelines for CFX, corridors will enhance visual quality, safety, environmental function, and system identity.

These standards are essential for delivering consistent, high-performing environments that align with CFX's vision and brand. They create a foundation for resilient, adaptable design rooted in regional ecology and cultural identity. By incorporating principles of geo-design, CFX can build landscapes that support biodiversity, reduce maintenance, and reinforce a strong sense of place.

DESIGN LOGIC

Roadway typologies define the role of corridor elements based on context and function. They form the basis for evaluating and designing adjacent landscapes within the CFX right-of-way.

Building on this framework, the guidelines provide a flexible, performance and process-driven approach that adapts to site conditions and local character. Informed by field data, native plant communities, and cultural context, this system balances visual cohesion with responsiveness to ecological patterns. Together, these tools guide smarter design and long-term planning aligned with CFX's goals.

GOALS

- **Define Guidelines**
  Projects, pilots, typologies
- **Flexible System**
  Menu-based, adaptable
- **Ecosystem Benchmarks**
  Resilience, biodiversity, simplicity
- **Cohesive Design**
  Identity, system-wide principles
- **Continuous Update**
  Research, pilots, feedback

Landscape Design Guidelines

Designing with Purpose

Landscape guidelines are more than what to plant. They guide how to design with purpose, adapt to place, and build unified-resilient corridors.

Framework Principles

- Connect-Driven Classification
- Embedded Ecological Performance
- Modular-Scalable Application

DESIGN OBJECTIVES

Clear objectives that guide purposeful, resilient, and consistent design across the expressway network

PROVIDE GUIDANCE

Landscape Design, Installation, and Maintenance

ENSURE COHESION

Across the Expressway Network

SUSTAIN VALUE

Resilience, Innovation, and Long-term Performance

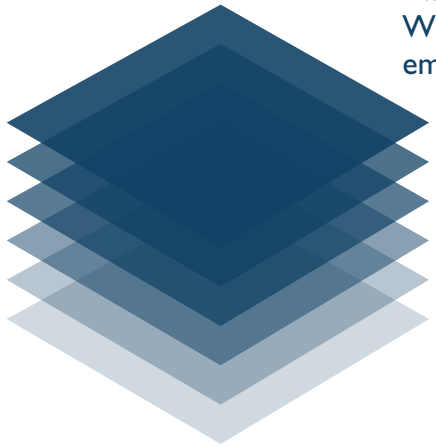
Landscape Design Guidelines

Urban Ecology Showcase

ABOUT

Designing with nature isn't just an aesthetic preference; it's a necessary adaptation. In Central Florida, resilience means questioning the norms that have shaped our infrastructure and revealing, not concealing, the systems that sustain life: soils, hydrology, and plant communities. Change isn't a failure of design but evidence that a landscape is alive. Embracing this creates corridors that connect places and help people rediscover their relationship with living systems.

Central Florida's environments are shaped by both natural features and built boundaries: lakes, soils, slopes, plant communities, infrastructure, and adjacent land uses. When combined, these patterns often go unnoticed by most travelers. The map on the following page illustrates this idea by overlaying the 2045 CFX System Master Plan with existing plant communities. This approach offers more than data - it provides a design driver. Engaging these relationships allows the Landscape Master Plan to shape a resilient, meaningful landscape.



Layers That Reveal Patterns
When ecological and cultural layers are combined, hidden patterns emerge and reveal opportunities for resilient design.

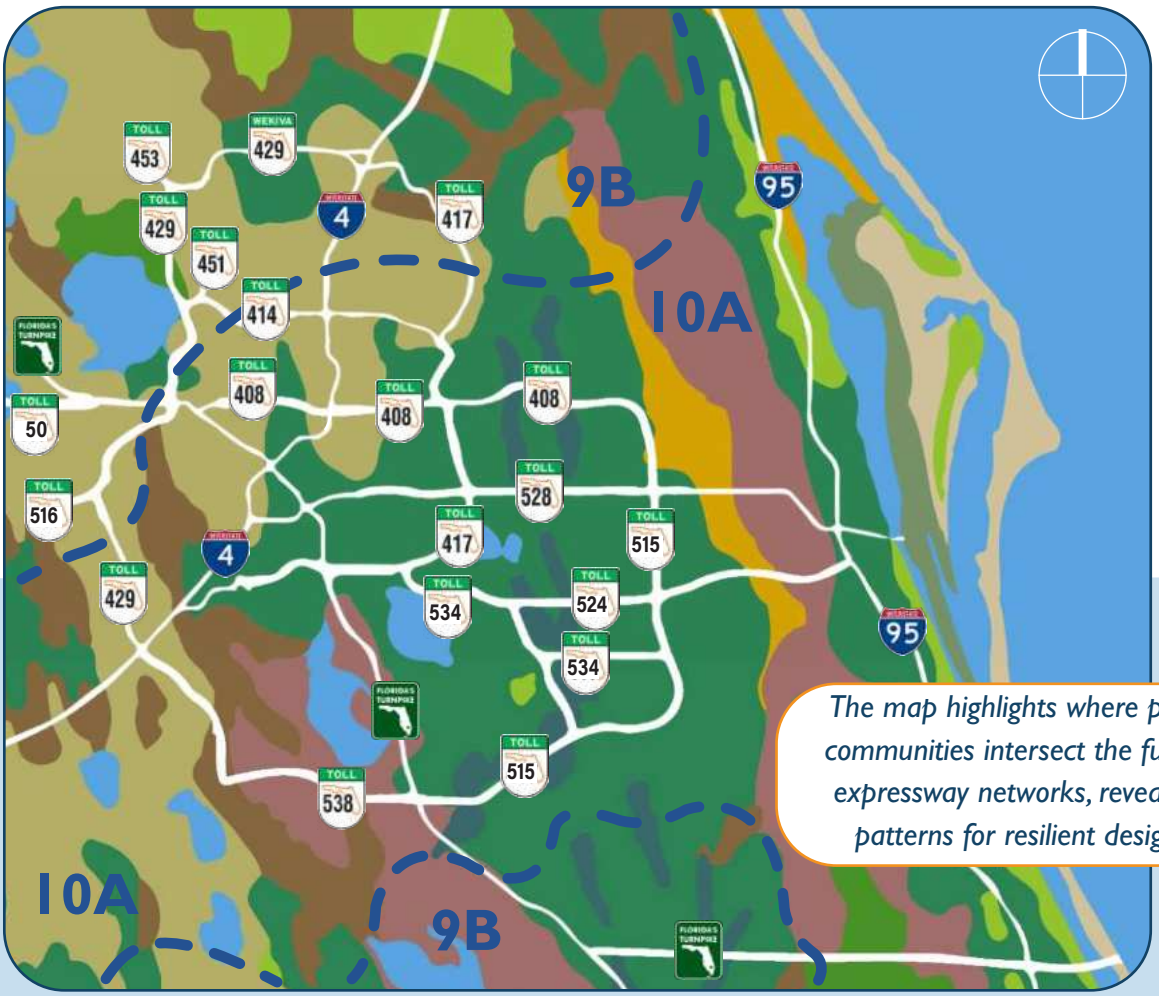
Design Opportunities: *Patterns, relationships, design drivers*
Corridor Conditions: *Intensity, classification, context*
Adjacent Land Uses: *Development, cultural context*
Plant Communities: *Native ecosystems, biodiversity*
Slope + Aspect: *Microclimates, drainage patterns*
Soils: *Ecological value, fertility, hydrologic function*

Mapping layers helps translate complexity into actionable strategies.

Landscape Design Guidelines

Ecological Patterns as Design Drivers

Incorporating native plant communities roots CFX corridors in local ecology. Drawing from sandhills, flatwoods, and hammocks creates landscapes that need less irrigation, reduce maintenance, and support native wildlife. This approach reinforces a visual identity that reflects Central Florida's character. In a region shaped by tourism and manufactured experiences, there is power in showing what this place truly looks like. In the legend below, a "✓" indicates that the plant community occurs along the future CFX system.



The map highlights where plant communities intersect the future expressway networks, revealing patterns for resilient design.

Uplands

- ✓ Pine Flatwoods
- Scrub Forests
- ✓ Sandhills
- Beach / Dunes / Maritime Forests
- ✓ Prairies
- Plant Hardiness Zones

Wetlands

- ✓ Cypress Swamp Forests
- ✓ Wetland Swamp Forests / Hydric Hammocks
- ✓ Forests Of Abundant Cabbage Palms
- ✓ Fresh Water Marsh
- Mangrove
- ✓ Water, Lakes, Rivers, Ocean

Landscape Design Guidelines

Resilient, Safe, Unified Landscapes

ABOUT

The Landscape Design Guidelines drive design that aligns with CFX's vision and corridor types. They prioritize innovation, native plant communities, and protection of sensitive areas while supporting storm resilience, water quality, and safe, attractive roadways.

Landscape Design Guidelines

Guidance and Implementation

FRAMEWORK

The Framework defines the approach and key deliverables for the Landscape Design Guidelines.

1 POLICY AND REGULATORY CONTEXT

2 LANDSCAPE DESIGN PRINCIPLES

3 PLANTING STANDARDS

4 SOIL AND SITE PREPARATION STANDARDS

5 IRRIGATION AND WATER USE

6 HARDSCAPE ELEMENTS

7 MAINTENANCE AND OPERATIONS

8 STORMWATER AND ROADSIDE ECOLOGY

9 CONSTRUCTION DOCUMENTATION

10 MONITORING AND EVALUATION

Landscape Design Guidelines

Framework

1. POLICY AND REGULATORY CONTEXT

- Compliance with governing regulations
- Clear zone and utility coordination

2. DESIGN PRINCIPLES

- **Safety First:** Maintain required clear zones, sight distances, and crash recovery areas
- **Consistency and Identity:** Reinforce brand identity with regionally appropriate design palettes and uniform treatments
- **Aesthetic Quality:** Prioritize clean, uncluttered, and context-appropriate planting that matures well over time
- **Environmental Resilience:** Emphasize native and drought-tolerant species, stormwater function, and erosion control

3. PLANTING STANDARDS

- **Approved Plant Lists:** Regionally appropriate native and adapted species with minimal maintenance needs
- **Design Criteria:**
  - Max. mature height in medians and near ramps
  - Massing for visual impact and interchanges and entry points
  - Species richness to avoid monocultures
  - Typology strategies
- **Prohibited Species:** Invasive plant species or any species interfering with visibility, signage, or maintenance

Landscape Design Guidelines

Framework

4. SOIL AND SITE PREPARATION

- Soil remediation and compaction relief
- Topsoil depth and amendment strategies and ratios
- Use of mulch, geotextiles, and erosion controls in high-slope areas

5. IRRIGATION AND WATER USE

- **Irrigation Zones**
  - Establishment irrigation
  - Permanent irrigation is limited to key areas
- **Water Source and Scheduling:** Integrate with reuse or harvested stormwater where feasible

6. HARDSCAPE ELEMENTS

- **Design Standards:**
  - Mulch and stone
  - Monument signage and entry features
  - Low walls, lighting integration, and fencing

7. MAINTENANCE AND OPERATIONS

- **Access Design:** Safe maintenance pull-offs and clear equipment zones
- **Camera and Visibility Zones:** Coordinate with ITS managers early in the design process to identify view zones, mounting heights, and planting setbacks
- **Maintenance Levels & Intensity Zones:**
  - Signature corridors / elements / high-intensity zones
  - Standard corridors (low-intensity maintenance)
- **Vegetation Management Plan:** Mowing schedules, pruning, replanting approach and cycles, and herbicide and chemical use

Landscape Design Guidelines

Framework

8. STORMWATER AND ROADSIDE ECOLOGY

- **Resilient Infrastructure Integration:** Landscape to support swales, retention ponds, and drainage
- **Habitat Consideration:** Pollinator-friendly planting, avoidance of wildlife attractants near traffic zones

9. CONSTRUCTION DOCUMENTATION

- **Standardized Details:** Scalable CAD-based construction details and planting plans
- **Specifications Manual:** Reference materials sectioned by CSI MasterFormat
- **Quality Control:** Landscape punch lists, field inspection protocols, and acceptance criteria per CEI standards

10. MONITORING AND EVALUATION

- **Performance Metrics:**
  - Establishment success (survival rates, coverage)
  - Aesthetic condition audits
  - Pilot and Test Plot monitoring and reporting
- **Adaptive Management:** Guidelines for plant replacement, pest management, and landscape redesigns based on performance
- **Lifecycle mapping, evaluation and management**

PILOT PROJECT & TEST PLOTS

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PILOT PROJECTS & TEST PLOTS

CFX's landscapes are among Central Florida's most visible canvases, shaping how people experience the region every day. While early efforts leaned toward a manicured, theme park-like aesthetic, the vision is shifting toward resilient, Florida-friendly landscapes rooted in ecology. With the right plant in the right place, these spaces can adapt over time and reduce maintenance needs.

The Strategic Plan proposes implementing test plots and pilot projects to evaluate what works. By piloting restoration methods, turf alternatives, and planting models in real-world conditions, CFX can make smarter long-term decisions and create roadside environments that are cost-effective and distinctly Floridian.

SECTION 04C

From painting by numbers to painting with place.

Roadsides aren't just corridors; they're living landscapes that reflect place, rehabilitate ecologies, and mark progress at every mainline gantry.

Pilot Projects & Test Plots

Field Testing Strategies

WHY THIS MATTERS

Test Plots and Pilot Projects support an ecological, community-based approach to corridor management. By reducing mowing, improving soils and irrigation, and rehabilitating targeted areas, these strategies create healthier landscapes that require less long-term maintenance. Together, they enable CFX to reduce costs, enhance aesthetics, and deliver lasting ecological and community benefits.

WHAT WE'RE TESTING

Hypothesis

- Ecological rehabilitation of expressway rights-of-way will improve performance, lower maintenance, and enhance aesthetics

Focus Areas

- Corridor buffers and edges
- Slope stabilization
- Pond edges and swales (wet and dry)
- Median plantings
- Large-scale open mown areas
- Wildlife crossings
- Utility corridors

Control Treatment

- Traditional approach using regularly mown Bahia grass

Variables Being Observed

- Cost tracking
- Irrigation techniques
- Plant species assortment
- Landscape rehabilitation and establishment *(e.g., micro-forests and native mixes)*
- Targeted mowing practices
- Public perception

GOALS

Test and Refine
Evaluate methods, materials, irrigation, and soils.

Measure and Inform
Assess performance and generate data for future guidelines.

Support Ecology
Enhance habitat, pollinators, and wildlife value.

Advance Resilience
Reduce maintenance and improve adaptability.

Pilot Projects & Test Plots

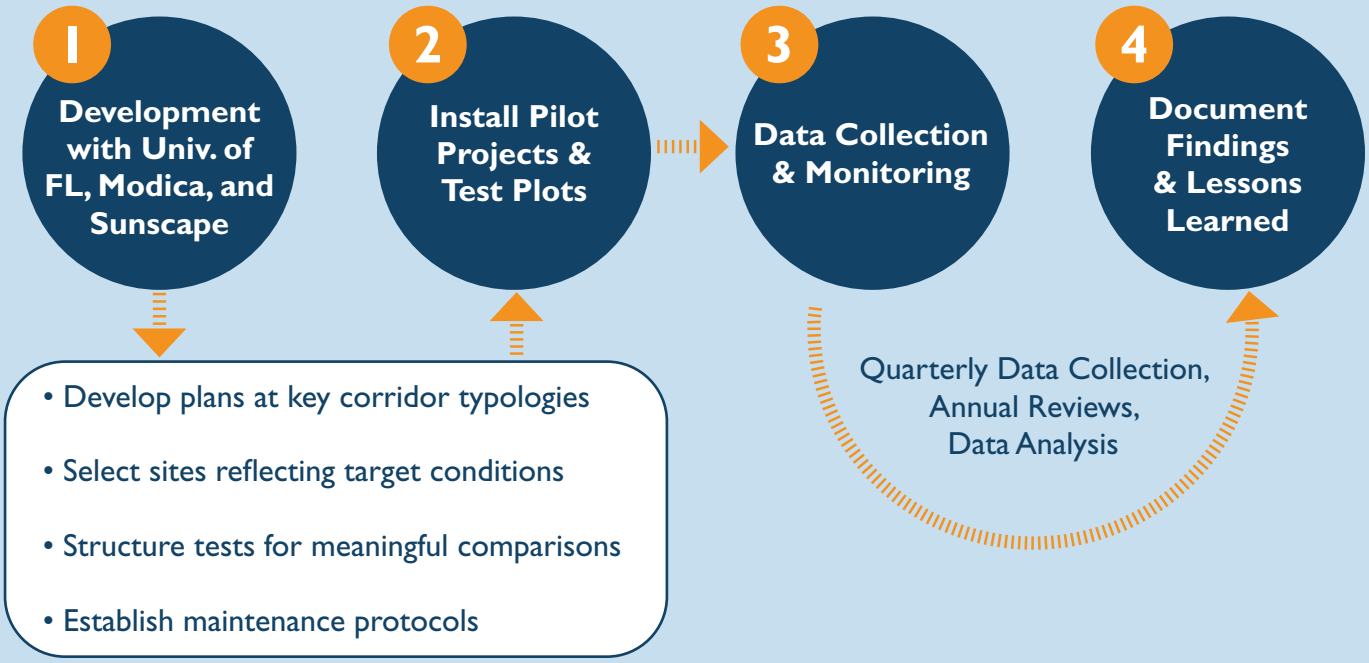
Approach to Testing & Evaluation

Research Driven: Pilot Projects and Test Plots work together to advance a research-informed, implementable landscape strategy for the CFX corridor, each serving a distinct role in testing and refining ideas.

Evaluation Methods

- Evaluation methods include literature review, qualitative and quantitative data collection, and ongoing monitoring and reporting tailored to each initiative
- Test Plots emphasize experimental rigor and comparative analysis
- Pilot Projects focus on real-world performance, operational feedback, and long-term adaptability

PROCESS OVERVIEW



Pilot Projects & Test Plots

Field Testing Strategies

To ensure strategies reflect the variety of conditions of Central Florida, Test Plots and Pilot Projects will be sited within representative plant communities found throughout the CFX corridor. Ecosystems such as Pine Flatwoods, Sandhills, Mixed Forest, Cypress Swamps, Hydric Hammocks, and Marshes provide an ecologically grounded context for implementing and evaluating restoration and maintenance approaches.

Each site is matched with different roadway typologies - from high-speed expressways to local connectors and interchanges - highlighting how landscape treatments respond to varying levels of visibility, access, hydrology, and safety. This approach grounds both experimental trials and applied strategies in real, regional conditions, resulting in roadside environments that are resilient, beautiful, and place-specific.

TWO APPROACHES, ONE GOAL

Aspect	Test Plots	Pilot Projects
Goals	Test specific strategies from the Landscape Assessment (e.g. plant material, soil, irrigation)	Apply and monitor strategies in real-world settings integrated with CFX maintenance
Approach	Scientific and experimental: controlled comparisons	Applied and operational: field implementation
Scale	Smaller, replicable, research-focused	Larger, real-world, corridor-integrated
Collaboration	Sunscape & Modica: plant selection, maintenance strategy	CFX staff + contractors: daily operations, maintenance integration
Design Intent	Designed for statistical testing	Designed for ongoing observation and feedback
Site Strategy	Replicated plots for comparison	Multiple sites for regional adaptability
Date Analysis	Statistical performance analysis + graphs	Visual performance reporting + comparison charts
Outcome	Identify high-performing treatments in test conditions.	Determine feasibility and scalability in practice.

Case Study

The Edge at Cherrylake

ABOUT

The Edge at Cherrylake is a Florida native landscape trial garden established in January 2021 between Cherrylake's property and a public roadway. Designed to test and showcase regionally appropriate plantings, the project evaluates how native species perform in real-world roadside conditions.

The garden promotes durable landscape practices through native plant selection, soil health improvements, and innovative maintenance strategies. By minimizing mowing and long-term upkeep, it enhances ecosystem services along the corridor. Continuous monitoring and experimentation support the development of informed best practices for planting success and maintenance.

Replaced 14,000 sq. ft. of bahia grass with nearly 5,200 native plants selected for seasonal bloom succession and pollinator support

Image Source: OUTSIDE Collaborative

Case Study

The Edge 2 at Cherrylake

ABOUT

Planted in the fall of 2021, The Edge 2 is a companion to The Edge, offering a more structured, traditional roadside landscape in contrast to the first site's naturalistic planting. It features bold color, evergreen structure, and uniform plant groupings designed for high-speed visibility.

Blending resilience with a sense of place, The Edge 2 shows how roadside landscapes can evolve into living systems that thrive with minimal intervention.

WOW!

Designed to be visually impactful even at high speeds

Image Source: OUTSIDE Collaborative

Case Study

Slope Stabilization

ABOUT

The Ray's slope stabilization project on I-85 in Georgia demonstrates how highway rights-of-way can be transformed into resilient, low-maintenance landscapes that support ecological goals. By combining native perennial seed mixes, innovative Terraseeding® installation, and soil amendments such as biochar and humic acid, the project showcases scalable strategies for improving plant establishment, reducing mowing frequency, and enhancing habitat value along corridors. Collaborative monitoring over two growing seasons will generate data on performance, maintenance needs, and long-term benefits.

This case study illustrates how integrating durable materials, adaptive installation techniques, and targeted research partnerships can inform standards, improve lifecycle performance, and advance broader environmental stewardship objectives - core principles that align directly with CFX's strategic approach to landscape management.

Techniques like Terraseeding® compost blankets allow rapid, uniform slope planting without heavy equipment, making them practical for large-scale corridor applications.

Reduced mowing frequency from 4 times per year to once

Image Source: Ray C. Anderson Foundation

LANDSCAPE LIFECYCLE MONITORING

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LANDSCAPE LIFECYCLE MONITORING

Landscape assets are living systems, not static objects. Over time, the performance of plantings and enhancements depends on countless variables, soils, microclimates, maintenance practices, and weather events. To truly understand what works and plan for the future, CFX is adopting a lifecycle approach: Collecting data, mapping installations, and studying performance over time. This mindset frames landscapes as long-term investments with the power to grow smarter year after year.

SECTION 04D

From planting plans to living records, tracking what thrives

Landscapes aren't static; they're living systems, connected by the interchange between observation, learning, and adaptation.

Landscape Lifecycle Monitoring

Building a Smarter Landscape Future

WHY THIS MATTERS

Most infrastructure programs already track the life cycle of pavement, structures, and equipment. Yet landscape elements are often overlooked, despite carrying significant costs and delivering essential benefits like shade, stormwater filtration, habitat, and beauty. Establishing a uniform Landscape Lifecycle Monitoring System will enable CFX to manage these assets as living systems rather than static features. With this approach, managers can forecast costs and schedules for maintenance, replacements, and updates as landscapes mature. Clear data will show which strategies succeed and which fall short, creating a continuous feedback loop that informs future design, implementation, and management decisions.

GOALS

Unified Database
Assets, integrate with maintenance records

Performance Analysis
GIS mapping, condition tracking

Data-Driven Strategies
Guidelines, pilot projects

Proactive Maintenance
Repairs, replacements

Transparency & Storytelling
Value, public trust

Responsible Leadership
Innovation, best practices

WHAT WE'RE DOING

The Strategic Master Plan proposes developing a Geospatial Landscape Lifecycle Monitoring System to track conditions, maintenance activities, performance, and durability of landscapes across the CFX system. By integrating spatial data, asset management, and real-time monitoring, this platform will give CFX a clear picture of every landscape asset in one place. Over time, it will expand to include all sites, making it easier to share information across teams and align decisions with long-term goals. Combining GIS analysis, field observations, and maintenance records will allow CFX to pinpoint trends, adapt strategies, and proactively plan replacements - reducing costs and improving resilience.

Landscape Lifecycle Monitoring

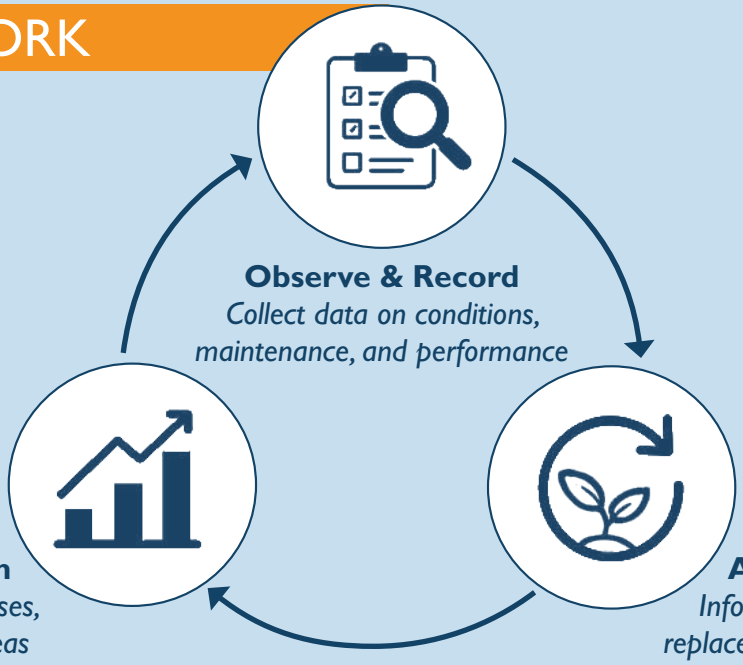
Field Testing Strategies

Landscape Lifecycle Planning creates a living record that guides stewardship, investment, and adaptation over time.

Key Metrics to Track

- **Plant Survival Rates**
  By location and typology
- **Maintenance Effort**
  Frequency and intensity
- **Replacement Cycles & Costs**
  Timelines and landscape condition
- **Ecological Benefits**
  Shade, habitat, stormwater, erosion
- **Microclimate Performance**
  Plant health, exposure, slope

FRAMEWORK



Observe & Record
Collect data on conditions, maintenance, and performance

Analyze & Learn
Identify trends, successes, and improvement areas

Adapt & Improve
Inform guidelines, strategic replacements, and share insights

Landscape Lifecycle Monitoring

Linking Data, Decision, and Care

The system will be delivered through five core components:

Build a GIS-Based Inventory
- Use ArcGIS Pro and Field Maps to map assets
- Attach photos, installation dates, warranties, and dimensions
- Review and improve maintenance standards and service verification
- Add as-built records for new installations

Create Interactive Tools
- Develop dashboards and portals for maintenance, health, and budgets
- Enable field teams to update records in real time

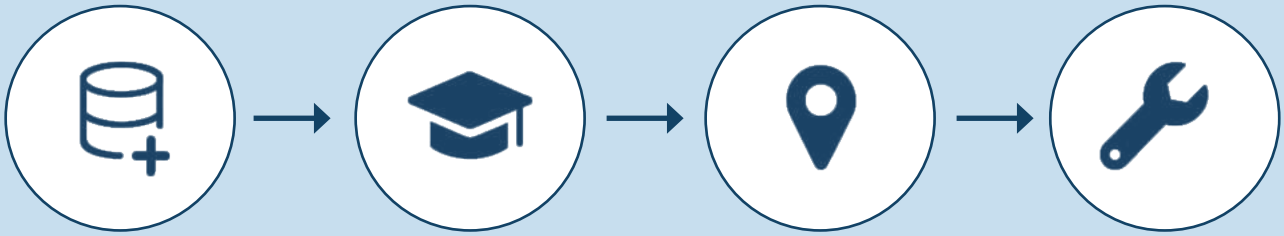
Develop Lifecycle Workflows
- Assign and track maintenance tasks
- Document issues (dead plants, weeds, trash)
- Generate condition reports with geo-referenced photos

Integrate Remote Monitoring
- Use weather and irrigation data, soil moisture sensors, and drone imagery

Establish Lifecycle Analytics
- Analyze asset longevity, failure rates, and costs
- Build predictive models to guide future strategies

IMPLEMENTATION STEPS

Initial actions to put this framework in place:



Develop Database
Build and test the geospatial platform

Train Staff
Equip teams, collect and enter data consistently

Pilot Tracking
Start with selected corridors

Refine Workflows
Adjust based on early lessons

Landscape Lifecycle Monitoring

Turning Vision into Action

HOW THIS CONNECTS

Lifecycle Planning is the foundation that supports the rest of the Strategic Plan.

Inform priorities and investments in the **Landscape Master Plan**

Communicate value, resilience, and benefits through **storytelling and reporting**

Refine **Landscape Design Guidelines** based on performance data

Deliverables

- A centralized landscape asset database
- Real-time dashboards for maintenance and health tracking
- Data-informed planning for replacement and innovation
- Enhanced contractor oversight and verification
- Reporting on ecological benefits

FUTURE VISION

Over time, Lifecycle Planning will evolve into a dynamic knowledge base that empowers CFX to lead in resilient landscape stewardship and demonstrate the value of performance-based management.

STORYTELLING

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STORYTELLING

Storytelling integrates narrative, context, and culture into the built environment, creating spaces that resonate on a functional and emotional level. It has the power to transform physical space into living embodiments of ideas, histories, and identities, conveying messages that foster deeper connections between people and their environment.

CFX plays integral role in Central Florida's built environment not only through scale and reach of its system, but also through the reputation and trust in its audience of users. CFX has differentiated itself as a community leader through elevation of its brand with innovation, technology and resilience built into its process and product.

SECTION 04E

Enhancing functionality through narrative.

With a customer-first focus, CFX puts community in the driver's seat, planning landscapes that drive prosperity, connection, and quality of life. Storytelling creates exciting opportunities to highlight this role through narrative. Through education, interactive and engaging communication and a cohesive visual identity, CFX can shape how users interact with the system and enhance connectivity of Central Florida communities.

Storytelling

Shaping Central Florida's Transportation Future

WHY THIS MATTERS

An essential component of a data-driven approach is the ability to communicate information in a way that is engaging, educational, and meaningful. Storytelling enables this connection - bringing forward narratives that highlight a site's history, culture, and ecological context.

A well-crafted narrative can transform a space from something overlooked into one with distinct identity and character, enriching the user experience and leaving a lasting impression. It also serves as a powerful educational tool, fostering emotional connection, supporting community engagement, and helping others understand the vision, purpose, and impact behind the work.

GOALS

Audience Engagement through Narrative: Support CFX's community and stakeholder engagement efforts by crafting clear, compelling messaging and visual communication rooted in landscape context, management strategies, test plots, pilot projects, and other visionary initiatives. This narrative approach builds trust, engages the senses, and deepens the public's connection to the landscape.

Landscape Legibility: Develop creative strategies to improve the legibility of landscape typologies and educate users about key findings and investigations.

Establish Key Metrics: Clarify communication priorities, define system-wide goals, and articulate a shared vision for the landscape program.

Visual Language: Create a cohesive visual identity across all platforms - engaging, recognizable, and informative - to strengthen public understanding and support.

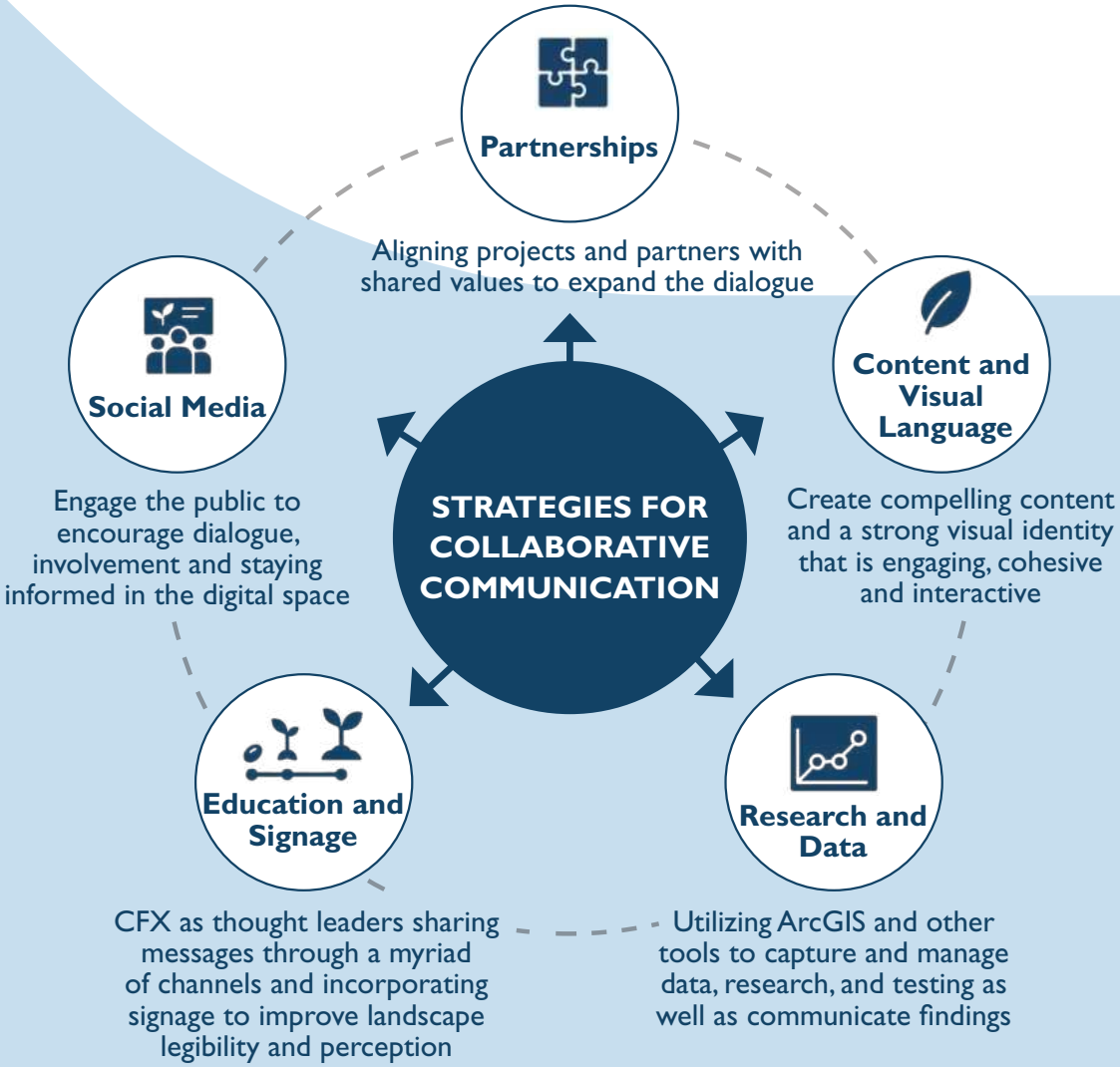
Storytelling

Shaping Central Florida's Transportation Future

STORIES WORTH SHARING

- **Regional Character + Impact**
- **Resilient Landscape**
- **Building Trust as Leaders**
- **Systemwide Vision**
- **Prioritized Investments + Work Plan**
- **Innovation**

COLLABORATIVE COMMUNICATION



Storytelling

Public Initiatives

SPECIALTY E-PASS STICKERS

A series of custom E-Pass stickers celebrate Florida's unique ecological communities - rich in biodiversity and vital ecosystem services. Each design offers an artful distillation of keystone species and significant flora and fauna, promoting easy identification and enhancing public awareness as travelers move through CFX corridors.

Style: Nostalgic and Works Progress Administration style with bold colors and simple, thoughtful vignettes

MAJOR ECOLOGICAL COMMUNITIES

SANDHILLS
High, rolling savannas of Central Florida are shaped by drought and sandy soils with a mixed understory.

Sand Pine
Turkey Oak
Grasses
Wildflowers
Gopher Tortoise

PINE FLATWOODS
Flat, flood-prone forests are one of Central Florida's most widespread native ecosystems.

Slash Pine
Longleaf Pine
Saw Palmetto
Wax Myrtle
Grasses
Tough Groundcover

CYPRESS SWAMP FORESTS
Iconic wetland ecosystems in low-lying floodplains play a vital role in flood control, water filtration and aquifer recharge.

Bald Cypress
Red Maple
Anhinga
Alligator

Storytelling

ArcGIS

COLLABORATIVE NETWORK

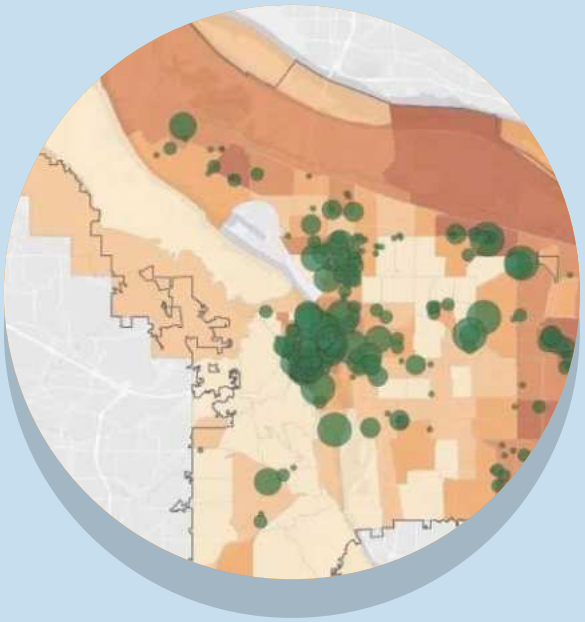
ArcGIS is a comprehensive platform with tools for data management, maintenance tracking, landscape lifecycle assessment, and public engagement. It supports informed decision-making and clear communication across all phases of a project.

STRATEGIES

- Research and Data
- Content and Visual Language
- Education
- Social Media
- Partnerships

KEY TAKEAWAYS

- **Data-Driven Storytelling**
- **Multi-media Integration**
- **Interactive and Engaging**
- **Combines Culture, Environment, Education, Public Health + Safety**
- **StoryMaps:** A web-based tool for creating interactive, location-driven narratives. It enables users to tell stories that inform, inspire, and influence through maps, media, and place-based content.
- **Maintenance + Management:** Mobile data collection enables real-time assessment and documentation of hardscape and landscape conditions, streamlining maintenance, management, and operations.



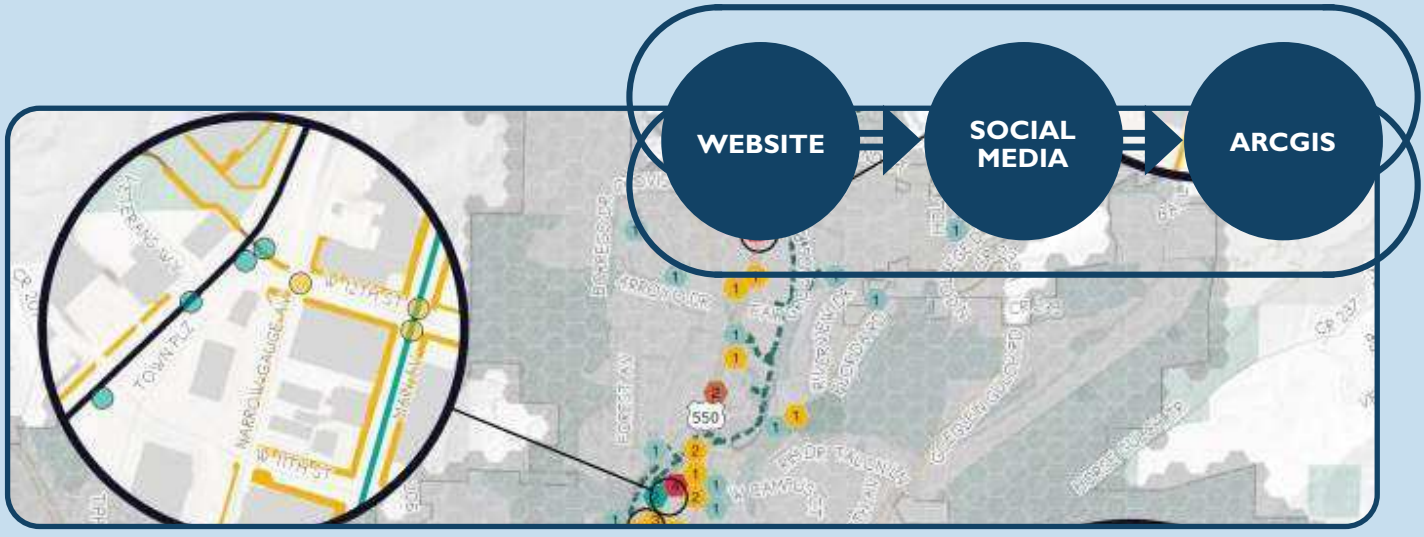


Image Source: ESRI

Case Study

Video + Photography

ABOUT

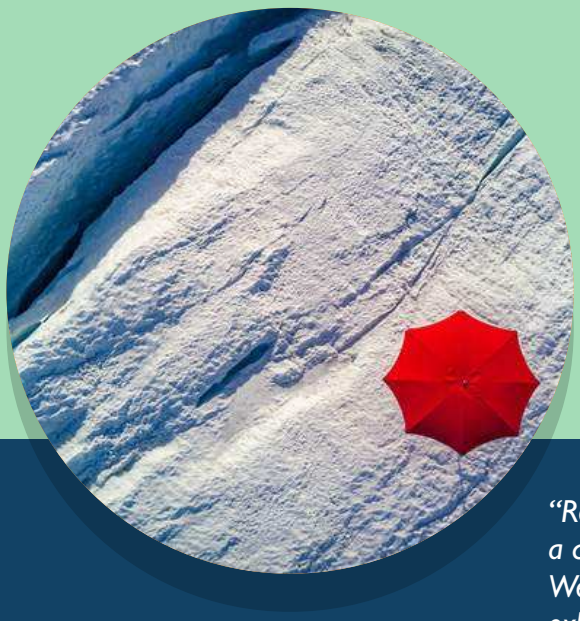
TUUCI's "Our World" campaign highlights their commitment to quality and durability by showcasing products in wide-ranging and challenging environments. The stories elevate both functionality and aesthetics, demonstrating how design performs in the real world.

STRATEGIES

- Research and Data
- Content and Visual Language
- Education
- Social Media
- Partnerships

KEY TAKEAWAYS

- **Video:** Background for public events, speaking opportunities and community outreach
- **Color + Context:** Contrast of color in the natural environment compliments a bold narrative
- **Photography:** Strong brand identity captures attention and is intuitively narrative.
- **Multi-platform**: High visibility and effective



"Recognized around the world for unparalleled function, we stand alone in a category defined only by our latest advancements in shade engineering. We draw upon decades of field data derived from real usage and exhaustive testing to ensure our products perform as intended."

Image Source: tuuci.com

Case Study

GDOT + The Ray

ABOUT

The Ray is an 18-mile stretch of west Georgia's Interstate 85. Their mission is to create the world's first zero-impact highway: zero deaths, zero pollution, and zero environmental impact. A proving ground for ideas and technology that leverages a key partnership with GDOT.

STRATEGIES

- Research and Data
- Content and Visual Language
- Education
- Social Media
- Partnerships

KEY TAKEAWAYS

- **Website:** Dynamic, informative and engaging
- Effective and inspiring storytellers
- **Strong Narrative:** Innovation forward, visionary goals rooted in data and measurable processes
- **Strong Visual Language:** Dynamic visuals are approachable and enticing
- **Leverage Partnerships**

Image Source: innoviatech.com

Case Study

Landscape Pilot + Educational Collaboration

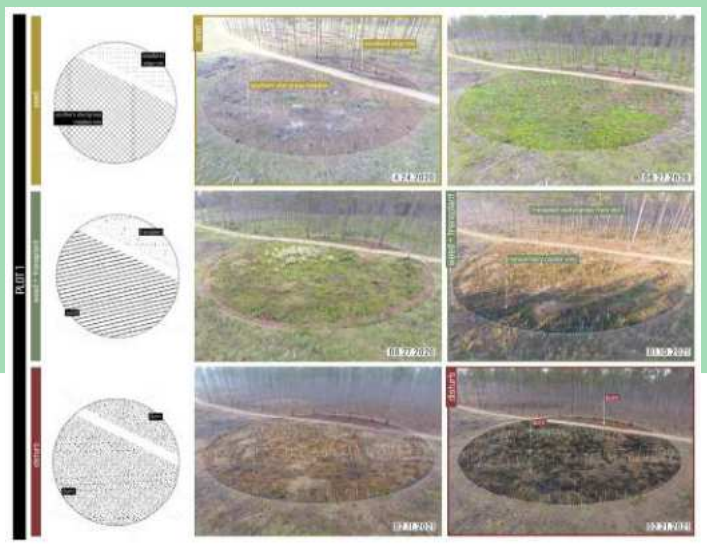
RESEARCH PLOTS

Alabama Meadows is a field-based research project that rebuilds knowledge of southeastern meadow landscapes through the installation and maintenance of five test plots at the Mary Olive Thomas Demonstration Forest in Auburn, Alabama. By studying native plant establishment, management practices, and seasonal dynamics, the project aims to develop practical guidance for designers, land managers, and communities.

Meadows and grasslands are the most decimated ecological community in the Southeast, yet they hold immense ecological and cultural value. These systems increase biodiversity, support pollinators, and offer a dynamic alternative to the manicured, static aesthetic that has long defined much of the region's landscape identity.

KEY TAKEAWAYS

- **Landscape Forward Narrative:** The message is the medium
- **Educational:** Leveraging the power of data to involve the public in dynamic landscapes
- **Transformation:** Before and after photography and drone footage offer proof of results and inspires. Always a crowd favorite!
- **Partnerships:** Educational or research institutions further depth and reach of study and communication



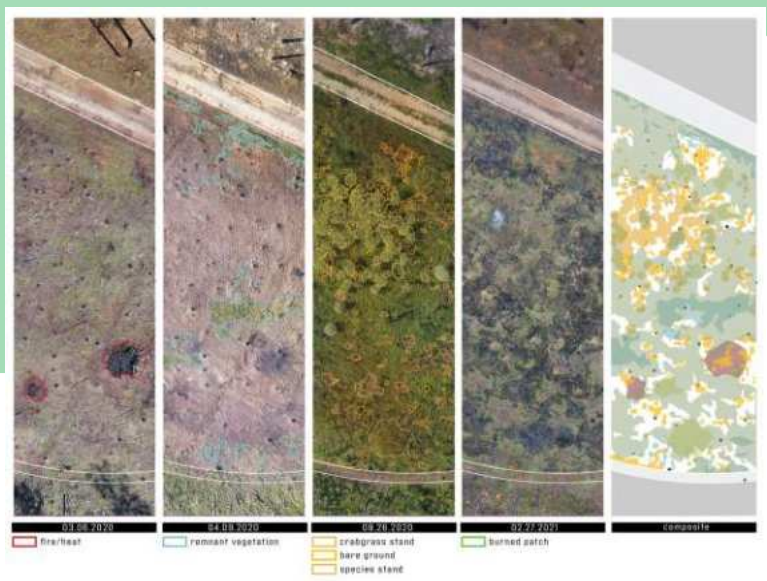


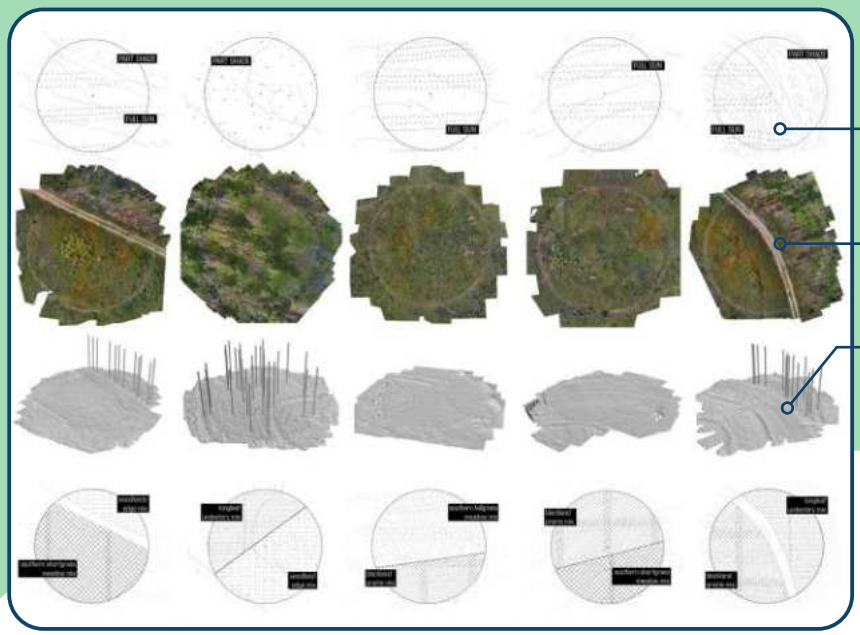
Image Source: Hillworks

Case Study

Landscape Pilot + Educational Collaboration (cont.)

STRATEGIES

- Research and Data
- Content and Visual Language
- Education
- Social Media
- Partnerships



SUN / SHADE

AERIAL DOCUMENTATION

PLANT MIXES:
- Southern Shortgrass Meadow Mix
- Southern Tallgrass Meadow Mix
- Longleaf Understory Mix
- Blackland Prairie Mix

Engaging communities and sharing stories through hands-on landscape projects

Image Source: Hillworks

THE ROAD AHEAD

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THE ROAD AHEAD

CFX's landscapes shape how people experience Central Florida every day. With the right plant in the right place, these landscapes can reflect the region, adapt over time, and reduce maintenance.

The next step is to develop scopes that bring the Landscape Master Plan to life.

CHAPTER 05

Where the work meets the road

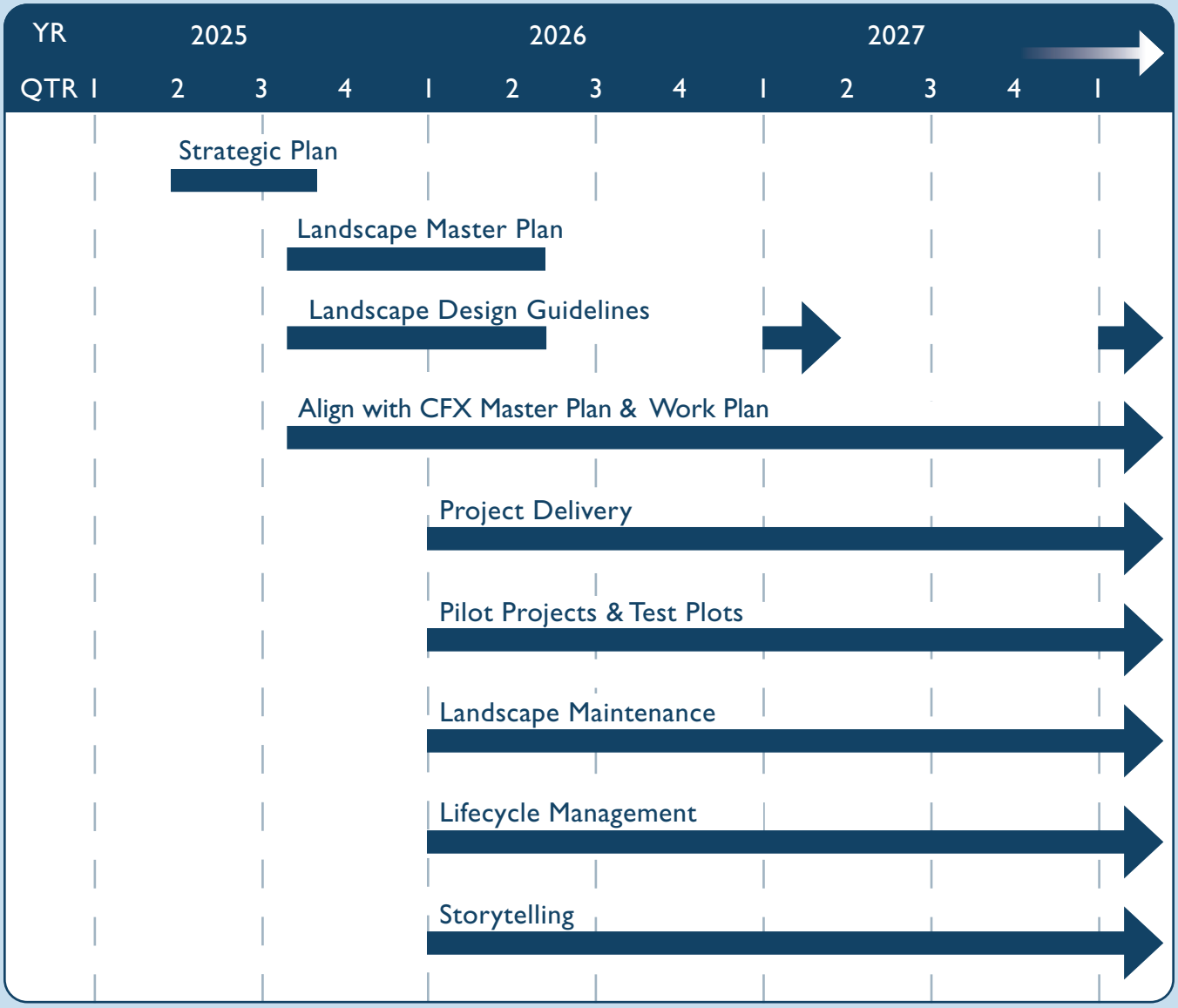
When you leave the expressway, the road doesn't end; it simply becomes another part of the landscape. These next steps are the off-ramp into action where ideas shift from plans to progress.

The Road Ahead

Next Steps

LANDSCAPE PROGRAM MILESTONES

The visual below outlines key milestones and timelines, showing how scopes will be initiated, how deliverables connect across phases, and how the program moves from planning into implementation.

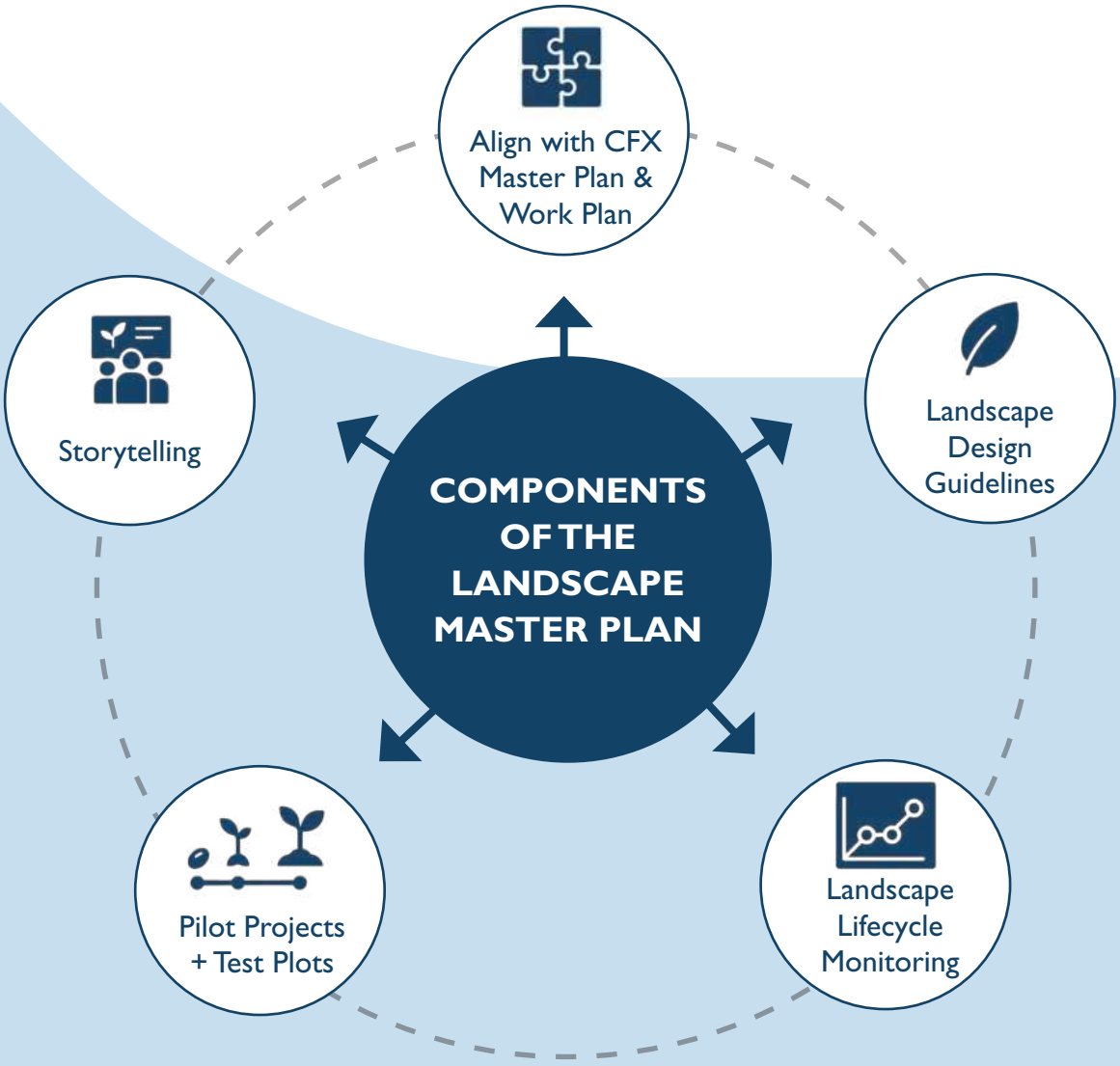


The Road Ahead

Next Steps

CHARTING THE COURSE

With the Strategic Plan in place, implementation begins by developing scopes and initiating projects, starting with the Landscape Design Guidelines, one of the core components of the Landscape Master Plan. The following pages include a sample scope that outlines the proposed tasks, deliverables, and structure for the next Task Work Authorization.



The Road Ahead

Sample Scope

TASK WORK AUTHORIZATION: LANDSCAPE DESIGN GUIDELINES

OUTLINE

1. PROJECT INITIATION + BACKGROUND REVIEW
2. STAKEHOLDER ENGAGEMENT
3. DRAFT FRAMEWORK DEVELOPMENT
4. DESIGN STANDARDS DEVELOPMENT
5. REVIEW + REFINEMENT
6. IMPLEMENTATION STRATEGY
7. NEXT STEPS

The Road Ahead

Sample Scope

DESCRIPTION

This project includes services in support of creating a design manual for the CFX Systemwide Landscape Design Guidelines and Process, serving the Central Florida Expressway Authority (CFX) systemwide. As an integral member of the Client's project team, the Consultant will provide landscape architectural design services to the Client, who in turn will provide required Project/ site information (plans, studies, investigations), respond to request from Consultant and who will review and provide comments/ feedback as appropriate on deliverables submitted by the consultant. Responsibilities will include workflow and collaboration with CFX staff and will support the Client's Landscape Program Management General Tasks.

1 PROJECT INITIATION + BACKGROUND REVIEW

- Provide project work plan and schedule
- Conduct kickoff meeting with client and key stakeholders
- Reference governing policies, Landscape Assessment and Landscape Management Program Strategic Plan
- Reference existing landscape typologies and strategies, current best practice and maintenance standards
- Conduct additional site visits as necessary with staff to catalogue existing successful landscape typologies by level of intensity to provide framework for design standards

DELIVERABLE:

- Project Work Plan and Schedule
- Summary of Existing Successful Landscape Typologies by Level of Intensity

2 STAKEHOLDER ENGAGEMENT

- Facilitate up to 2 stakeholder workshops (internal staff, maintenance and management teams, external partners) to gain further insight on design standards and process
- Develop stakeholder interview guides and document key input
- Present early findings and visuals to gather input on key design standards and project process

DELIVERABLE:

- Stakeholder Input Summary
- Workshop Presentation Materials

The Road Ahead

Sample Scope

3

DRAFT FRAMEWORK DEVELOPMENT

- Define guiding principles: safety, aesthetics, resiliency, performance, and innovation
- Based on Landscape Master Plan, reference hierarchy of corridor intensities (e.g., high (signature), medium (standard), low).
- Define applicable project conditions (new construction, retrofit, replanting)
- Define landscape project process

DELIVERABLE:

- Landscape Design Guidelines Framework and Process Draft
  - Matrix of corridor typologies and design objectives
  - Landscape project process outline

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DESIGN GUIDELINES DEVELOPMENT

- Develop detailed guidelines for:
  - Plant palette (by zone / eco-type)
  - Planting design (spacing, massing, height limitations)
  - Soil preparation and slope stabilization
  - Stormwater integration
  - Irrigation approach
  - Maintenance zones
  - Targeted mowing strategies
  - Naturalized / restored buffers and wildlife considerations
- Provide visual diagrams (e.g., slope cross-sections, buffer layouts, mow strategies, planting strategies per intensity)
- Reference standard details and specifications (linked to FDOT and custom content)

DELIVERABLE:

- Draft Landscape Design Guidelines and Process Manual (Illustrated)
- Annotated CAD/PDF sample details

The Road Ahead

Sample Scope

5

REVIEW AND REFINEMENT

- Present draft guidelines to client
- Collect feedback and revise content accordingly
- Host one in-person review for collaborative refinement

DELIVERABLE:

- Landscape Design Guidelines and Process Manual
- Comment and Response Log

6

IMPLEMENTATION STRATEGY

- Provide training or on-boarding materials for staff and design consultants
- Identify integration points with maintenance contracts and project delivery workflows

DELIVERABLE:

- Implementation Strategy Memo
- Slide Deck for Training or Public Presentations / Tell the Story

7

SCHEDULE

- Total Duration: 4 months

MILESTONES:

- Month 1: Kickoff and research
- Month 2: Framework draft
- Month 3: Draft guidelines
- Month 4: Final deliverables & implementation tools

THANK YOU!