AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 8, 2026
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 Section 2.14, CFX Code, 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 THE AUGUST 13, 2026 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. APPROVAL OF THE APPOINTMENT OF MR. JASON SEARL TO THE RIGHT-OF-WAY COMMITTEE, AS NOMINATED BY BOARD MEMBER RICK PULLUM – *Buddy Dyer, Chairman* (action item)

2. CONTRACT AWARD TO DRMP, INC. FOR THE SR 452 SEMINOLE CONNECTOR PROJECT FOR DESIGN CONSULTANT SERVICES – *David Falk, Director of Engineering* (action item)

(CONTINUED ON NEXT PAGE)

3. CONTRACT AWARD TO DEWBERRY ENGINEERS, INC. FOR THE GENERAL ENGINEERING CONSULTANT SERVICES CONTRACT – *Glenn Pressimone, Chief of Infrastructure* (action item)

4. FLORIDA TRANSPORTATION COMMISSION FY 2025 REPORT – *Lisa Lumbard, Chief Financial Officer* (info 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 13, 2026

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

DRAFT

A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Dyer.

Board Members Present:
Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Brandon Arrington, Osceola County (Treasurer)
Christopher "C.J." Maier, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
Rick Pullum, Gubernatorial Appointment
Commissioner Michael "Mike" Scott, Orange County

Board Members Not Present:
Commissioner Andria Herr, Seminole County (Vice Chairman)
Mayor Jerry Demings, Orange County

Board Seat Vacant:
Vacant, Brevard County

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

Nonvoting 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): There were no in-person public comments.

C. APPROVAL OF THE JUNE 11, 2026 BOARD MEETING MINUTES

A motion was made by Commissioner Parks and seconded by Mr. Martinez to approve the June 11, 2026 Board Meeting minutes as presented. The motion carried unanimously, with all six (6) Board Members in attendance voting AYE by voice vote. Mayor Demings, Commissioner Herr and Commissioner Scott were not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

Project 408-315	Hubbard Construction Company	$ 191,653.84
Project 429-153	SEMA Construction, Inc.	$1,230,260.78
Project 516-238	SEMA Construction, Inc.	$ 870,871.84
Project 528-168	Hubbard Construction Company	$1,276,796.56
Project 599-170D	Atlantic Civil Constructors Corporation	($ 931,731.39)
Project 599-407	D3 Energy, LLC	$ 8,004.05
Project 599-426	Rtech Engineering, LLC	($ 2,581.08)
Project 599-671	AUM Construction, Inc.	($ 107,114.26)
Project 599-770	S & D Industrial Painting, Inc.	$ 3,493.94

2. Approval of AIM Engineering & Surveying, Inc. as a Subcontractor to Ardaman & Associates, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. SCON-10000282

3. Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Value: $658,199.89)

ENGINEERING

4. Approval of Supplemental Agreement No. 2 with BCC Engineering, LLC for Design Consultant Services for SR 534 Segments 4 & 5 – SR 534 from Narcoossee Road to Sunbridge Parkway, Project No. 534-244, Contract No. SCON-10000240 (Agreement Value: $250,000.00)

DRAFT

5. Approval of Contract Awards to ENNOV8 Design Group, LLC and Bentley Group, Inc. for Miscellaneous Design Consultant Services (EBI), Contract Nos. SCON-10000446 and SCON-10000447 (Agreement Value: $3,000,000.00 each)

6. Approval of Supplemental Agreement No. 3 with Kisinger Campo & Associates Corp. for SR 534/SR 417 Ramp Realignment – Segment 1A, Project No. 534-240, Contract No. SCON-10000391 (Agreement Value: $166,262.47)

7. Authorization of Mitigation Credit Purchase with Lucky L Mitigation Bank d/b/a Blue Water, LLC for SR 534 from East of Jim Branch Road to Narcoossee Road, Project No. 534-243 (Agreement Value: not-to-exceed $414,000.00)

8. Approval of Contract Award to Protean Design Group, Inc. for Design Consultant Services for SR 534 from South of Cyrils Drive to South of Jack Brack Road - Segment 7, Project No. 534-267, Contract No. SCON-10000440 (Agreement Value: $6,407,000.00)

9. Approval of Supplemental Agreement No. 6 with RS&H, Inc. for Design Consultant Services for SR 534 East of Jim Branch Creek to CR 15 (Narcoossee Road) – Segment 3, Project No. 534-243, Contract No. SCON-10000149 (Agreement Value: $152,122.71)

10. Authorization of Mitigation Credit Purchase with Wekiva River Mitigation Bank d/b/a Wekiva River Mitigation Bank, L.L.C. for SR 414 Extension from US 441 to Maitland Summit Boulevard, Project No. 414-208 (Agreement Value: not-to-exceed $750,000.00)

11. Approval of Second Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. SCON-10000150 (Agreement Value: $1,200,000.00)

INTERNAL AUDIT

12. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2026 National Institute of Standards and Technology (NIST) Cybersecurity Framework 2.0 Review
    b. Fiscal Year 2027 Internal Audit Plan and Risk Assessment

MAINTENANCE

13. Approval of Supplemental Agreement No. 1 with Dix.Hite+ Partners, Inc. for Landscape Program Management Consultant Services, Contract No. SCON-10000349 (Agreement Value: $2,300,000.00)

14. Approval of First Contract Renewal with Masis Staffing Services, LLC for Janitorial Staffing Services, Contract No. SCON-10000390 (Agreement Value: $140,000.00)

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OPERATIONS

15. Approval of Purchase Order to BOS of Florida, Inc. d/b/a BOS Orlando for Commercial Furniture (Agreement Value: $357,000.00)

PROCUREMENT

16. Approval of Resolution Amending Article 1 ("Procurement Policy"), Article 2 ("Protest Resolution Policy"), Article 3 ("Lobbying Blackout Policy"), and Article 4 ("Business Opportunities Policy") of Chapter 10 ("Procurement") of the CFX Code

RISK MANAGEMENT

17. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $330,000.00)

TECHNOLOGY/TOLL OPERATIONS

18. Approval of Contract Award to AECOM Technical Services for Management Consulting Services, Contract No. SCON-10000433 (Agreement Value: $1,517,711.00)

TRAFFIC OPERATIONS

19. Approval of Contract Award to Advance Roofing, Inc. d/b/a Advanced Green Technologies for Systemwide Maintenance of Photovoltaic Infrastructure, Contract No. SCON-10000434 (Agreement Value: $625,040.00)

LEGAL

20. Approval of Supplemental Agreement No. 2 with Durrance & Associates, P.A. for Continuing Real Estate Appraisal Services, Contract No. SCON-10000375 (Agreement Value: $600,000.00)

21. Approval of the Proposed Mediated Settlement Agreement Between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy in the Matter of the Central Florida Expressway Authority v. Brian M. Van Cour, et al., regarding SR 538 Poinciana Parkway Extension, Segment 538-235A, Parcel 53-120 Parts A-B

22. Approval of Roadway Improvement Cost-Share Agreement between the Central Florida Expressway Authority and the City of Orlando for the SR 417 and Lee Vista Boulevard Traffic Signals Project and the East South Street and SR 408 Westbound Off-Ramp Pedestrian Upgrades Project

23. Approval of Utility Relocation Agreement with the City of Orlando for the Relocation of the Narcoossee Road 16-Inch Non-Potable Reclaimed Water Main as Part of the SR 534 Project

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Commissioner Parks declared a voting conflict with Consent Agenda item #17: Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT), because of a connection he has to PGIT. Voting Conflict Form 8B is attached as Exhibit "A."

A motion was made by Mr. Maier and seconded by Commissioner Arrington to approve the Consent Agenda with the exception of item #17. The motion carried unanimously, with all six (6) Board Members in attendance voting AYE by voice vote. Mayor Demings, Commissioner Herr and Commissioner Scott were not in attendance.

A motion was made by Commissioner Arrington and seconded by Mr. Pullum to approve Consent Agenda item #17. Following a voice vote, the Chair initially announced that the motion carried. Immediately thereafter, a question was raised regarding the existence of a quorum and whether the vote satisfied the Board's voting requirements. Upon discussion, the Chair acknowledged that the Board could not take valid action on the item at that time. A motion to reconsider the vote was made by Commissioner Arrington and seconded by Mr. Maier and the Board unanimously agree to reconsider the vote and defer further consideration of the item until the arrival of an additional Board member. No final action was taken at this time. (This item was later heard after regular agenda items.)

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Dyer reported on the following:

- Chairman Dyer recognized CFX's continued commitment to excellence, noting that CFX once again received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. He stated that this marks CFX's 21st consecutive year receiving the recognition, which is the highest form of recognition in governmental accounting and financial reporting, and reflects CFX's commitment to transparency, accountability, and clear financial reporting to the public.

- He also recognized CFX's receipt of the 2026 Florida Transportation Builders' Association Best in Construction Award for Expressway Authority Project of the Year for the SR 429 Widening Project from Florida's Turnpike to West Road. He noted that the award reflects the planning, coordination, and construction efforts that support the region's transportation needs.

2. TREASURER'S REPORT

Commissioner Arrington reported that as of the end of June, toll revenue remained strong at $756,000,000.00, coming in 2% above projections and 1% ahead of the prior year.

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Year-to-date operations, maintenance, and administrative expenses totaled $126,300,000, tracking 7% under budget.

After debt service, the total net revenue available for projects was $439,000,000.

He noted that these numbers may change as CFX finishes closing out fiscal year 2026.

3. EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report written report was previously distributed.

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch highlighted CFX's Industry Forum, held in partnership with the American Council of Engineering Companies of Florida, noting that the forum helps strengthen relationships with the firms and professionals who assist in turning CFX's plans into reality. She stated that more than 230 people attended last month's forum, where participants learned about upcoming advertisements, procurement changes, and projects included in CFX's Five-Year Work Plan.

- Ms. Maikisch explained that the forums provide industry partners with early visibility into the work ahead and help strengthen the partnerships CFX relies on to deliver for Central Florida. She thanked all of the teams involved in making the event a success.

- Ms. Maikisch then invited Ms. Lisa Lumbard to provide an update regarding CFX's recent bond ratings and refinancing.

- Ms. Lisa Lumbard, Chief Financial Officer, provided a brief finance update regarding recent refunding of a portion of the 2016B bonds, resulted savings and noted Fitch Ratings' upgrade.

F. REGULAR AGENDA ITEMS

1. LANDSCAPE PROGRAM UPDATE

Mr. Glenn Pressimone, Chief of Infrastructure, stated that the Board approved the Landscape Management Program Strategic Plan in October, which included a recommendation to develop a Landscape Program Management Framework, or Landscape Master Plan. He introduced Chris Hite, founding partner of Dix.Hite + Partners, Inc.

Ms. Hite provided an update on the Landscape Master Plan, including the plan's guiding principles, proposed project framework, design standards, maintenance strategies, pilot projects, and public education opportunities. She stated that the plan will guide future landscape investments across the CFX system, with an emphasis on corridor identity, ecological performance, long-term value, and reduced maintenance needs.

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The Board members asked questions which were answered by Ms. Hite and Mr. Pressimone.

Commissioner Scott arrived at this time, 9:21 a.m.

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

2. WRONG WAY DRIVING PROGRAM UPDATE

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems, provided an update on CFX's Wrong Way Driving Program. He reviewed the evolution of the program since its inception in 2012 and highlighted CFX's ongoing efforts to reduce wrong way driving through research, technology deployment, data analysis, maintenance, and public outreach.

He reported that CFX has achieved advanced wrong way driving detection and mitigation technology coverage at all existing off ramps outside of active construction projects. He noted the program prevention and turnaround rate.

Mr. Homayouni discussed several recent program enhancements.

In addition, Mr. Homayouni summarized recent research findings that support expanding several of these safety improvements throughout the CFX system. He concluded by discussing public education and outreach efforts aimed at increasing awareness of the dangers of wrong way driving and CFX's mitigation initiatives.

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

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

3. SR 538 SOUTHPORT CONNECTOR EXPRESSWAY PROJECT UPDATE

Mr. Glenn Pressimone, Chief of Infrastructure, provided an update on the SR 538 Southport Connector Expressway Project including the evaluation of potential phasing opportunities as directed by the Board following its approval of the preferred alternative in December 2025.

He presented staff's evaluation of potential project phasing opportunities, which were developed in response to Board direction. The phased approach is estimated to cost $1.56 billion, with projected toll revenues of $700.1 million. This equates to a project viability of 45 percent, reducing the funding shortfall to approximately $80 million.

Staff recommends continuing discussions with public and private partners to address the remaining gap.

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Board members expressed support for the phased approach, commented and asked questions which were answered by Mr. Pressimone.

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

D. APPROVAL OF CONSENT AGENDA (con't)

Following Commissioner Scott's earlier arrival and confirmation that a quorum was present, Chairman Dyer returned to Consent Agenda Item #17 for consideration by the Board.

The Consent Agenda:

RISK MANAGEMENT

17. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $330,000.00)

A motion was made by Mr. Pullum and seconded by Commissioner Scott to approve Consent Agenda Item #17. The motion carried unanimously, with all seven (7) Board Members in attendance voting AYE by voice vote. Mayor Demings and Commissioner Herr were not in attendance.

G. BOARD MEMBER COMMENT

The following Board Member commented:

- Mr. Pullum

Chairman Dyer announced the next board meeting is scheduled for October 8, 2026.

H. ADJOURNMENT

Chairman Dyer adjourned the board meeting at approximately 9:55 a.m.

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_____
Mayor Buddy Dyer
Chairman
Central Florida Expressway Authority

_____
Ms. Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2026.

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.

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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 FL Expressway Board
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
12135 Topaz St.	☐ CITY ☐ COUNTY ☑ OTHER LOCAL AGENCY
CITY: Clermont FL 34711 COUNTY: Lake	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED: 8-13-16	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 13, 20 26:

(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 member to PGIT. This is being declared to avoid the 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.

8-13-26
Date Filed

X 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 8, 2026

ADMINISTRATION

1. Approval of Resolution Adopting the Organizational Framework for the CFX Code of Policies; Authorizing the Executive Director to Reorganize and Consolidate Adopted Policies and Make Nonsubstantive and Conforming Revisions; and Repealing and Superseding Certain Outdated Board Policies and Resolutions

2. Approval of Resolutions Adopting Articles 1 ("Rules of Procedure for the Governing Board") and 2 ("Board Advisory Committees") of Chapter 1 ("Governing Board"), and Articles 1 ("Administration") and 2 ("Human Resources") of Chapter 3 ("Administration"), CFX Code of Policies; and Repealing and Superseding Prior Board Policies, Resolutions, and Committee Charters

CONSTRUCTION

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

Project 429-153	SEMA Construction, Inc.	$ 828,781.93
Project 599-526D	Chinchor Electric, Inc.	$ 76,052.92
Project 599-571	SICE, Inc.	$ 47,525.90

4. Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528 Project No. 417-150 (Agreement Value: $533,497.12)

ENGINEERING

5. Approval of Contract Award to Chinchor Electric, Inc. for SR 417 and Lee Vista Boulevard Interchange Signalization Project No. 417-186, Contract No. SCON-10000449 (Agreement Value: $2,929,474.90)

6. Approval of Contract Award to Chinchor Electric, Inc. for Systemwide Signing Improvements Project No. 599-579, Contract No. SCON-10000452 (Agreement Value: $965,033.64)

7. Approval of Contract Award to Traffic Control Devices, LLC for SR 453 at SR 46 Safety Improvements Project No. 453-453, Contract No. SCON-10000454 (Agreement Value: $1,604,300.00)

8. Authorization of Mitigation Bank Credits Purchase with Flatwoods Mitigation LLC to Support the Five-Year Work Plan (Agreement Value: not-to-exceed $18,900,000.00)

9. Approval of Supplemental Agreement No. 2 with WBQ Design and Engineering, Inc. for SR 408 Westbound Widening I-4 to Goldenrod Project No. 408-175, Contract No. SCON-10000356 (Agreement Value: $543,806.89)

FINANCE

10. Approval of Second Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services Contract No. SCON-10000168 (Agreement Value: $300,000.00)

PUBLIC OUTREACH & COMMUNICATIONS

11. Approval of Second Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communication Consulting Services Contract No. SCON-10000159 (Agreement Value: $2,470,000.00)

12. Approval of Second Contract Renewal with Quest Corporation of America, Inc. for Public Information Services Contract No. SCON-10000371 (Agreement Value: $2,440,000.00)

TECHNOLOGY/TOLL OPERATIONS

13. Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses, Updates and Support (Agreement Value: $167,537.62)

14. Approval of Second Contract Renewal with A-To-Be USA LLC for Visitor Toll Pass (VTP) Kiosks Contract No. SCON-10000298 (Agreement Value: $91,300.00)

15. Approval of Third Contract Renewal with InContact, Inc. d/b/a Nice for Contact Center as a Service Platform Contract No. SCON-10000073 (Agreement Value: $536,402.16)

TRAFFIC OPERATIONS

16. Approval of Proposed Supplemental Amendment Number 3 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 (Agreement Value: $43,241.00)

LEGAL

17. Approval of Real Estate Purchase and Sale Agreement for the Development and Construction Between the Diocese of Orlando and the Central Florida Expressway Authority, for the Boggy Creek Road Extension, Project 534-243, Parcel No. 534-275

18. Approval of Real Estate Purchase and Sale Agreement Between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority, Project 408-312B, Parcel Nos.: 312-1 (Part A) and 312-2 (Part A)

19. Approval of Resolution Declaring Property as Surplus Property - SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A and B), 312-3 (Parts B, C and D), and 312-4 (Parts F, G, H, I and J)

20. Approval of Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando for Utility Relocation Services Associated with the SR 534 Project

21. Approval of Amendment No. 1 to the Utility Relocation Agreement Between Central Florida Expressway Authority and Duke Energy Florida, LLC, for the SR 538 Poinciana Parkway Extension Project

22. Approval of First Amendment to Reimbursement for Utility Relocation Agreement between the Central Florida Expressway Authority and Central Florida Pipeline, LLC, for the SR 538 Poinciana Parkway Extension Project

23. Approval of Utility Relocation Agreement Between the Central Florida Expressway Authority and Duke Energy Florida, LLC, for the SR 538 Poinciana Parkway Extension Project for Overhead and Underground Distribution Facilities

24. Approval of Resolution of the Central Florida Expressway Authority Binding CFX to the Deletion of the Temporary CR 532 Access Ramps in the Construction Plans for the SR 538 Poinciana Parkway Extension Project, Project Nos. 538-234, 538-235, and 538-235A

The following items are for information only:

A. The following is a list of advertisement(s) from: August 14, 2026 through October 4, 2026
    1. 429-309: SR 429 Binion Road Interchange – Design-Build
    2. Banking Services

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. 408-583: SR 408 at Goldenrod Road and SR 436 WWD Countermeasures - Construction
    2. 429-784: SR 429 Resurfacing and Safety Improvements North of US 441 to Kelly Park Road – Construction (Design-Build)
    3. 429-786: SR 429 Milling &Resurfacing from Seidel Road to South of Old YMCA Road - Construction
    4. 516-409: SR 516 Photovoltaic Deployment (Phase 1)
    5. 528-783: SR 528 Resurfacing from McCoy Road to SR 436 – Construction
    6. 534-241 & 534-240: SR 534 Segments 1 & 1A – CEI Services
    7. 534-241: SR 534 Segment 1 – Construction
    8. 534-244: SR 534 Segments 4 & 5 – Construction (Design-Build)
    9. 538-234 & 538-235: SR 538 Extension from Ronald Regan Parkway to CR 532 – CEI Services
    10. 599-568: Systemwide Wrong Way Driving (WWD) Upgrades
    11. 599-576: Intelligent Transportation Systems Closed-Circuit Television Camera Procurement
    12. 599-675: SR 408 & SR 417 Guide Sign Replacement - Construction

CONSENT AGENDA ITEM #1

MEMORANDUM

TO: CFX Board Members

FROM: Michelle Maikisch MM
Executive Director

DATE: October 1, 2026

SUBJECT: Approval of Resolution Adopting the Organizational Framework for the CFX Code of Policies; Authorizing the Executive Director to Reorganize and Consolidate Adopted Policies and Make Nonsubstantive and Conforming Revisions; and Repealing and Superseding Certain Outdated Board Policies and Resolutions

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CFX has undertaken an initiative to modernize, organize, and consolidate its policies into a unified and accessible Code of Policies. The proposed framework groups the policies into eight subject-matter chapters: Governing Board, Ethics, Administration, Finance, Procurement, Real Property, Operations, and Technology. This structure is intended to improve clarity, consistency, administration, and ease of use for the Board, staff, and the public.

Board approval of resolution adopting the organizational framework for the CFX Code of Policies; authorizing the Executive Director to reorganize and consolidate adopted policies and make nonsubstantive and conforming revisions; and repealing and superseding certain outdated Board policies and resolutions is requested.

Resolution No. 2026-_____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO REORGANIZE AND CONSOLIDATE CFX'S BOARD-ADOPTED POLICIES INTO A UNIFIED FRAMEWORK IN FURTHERANCE OF THE AGENCY'S POLICY MODERNIZATION INITIATIVE; AUTHORIZING NONSUBSTANTIVE CORRECTIONS AND CONFORMING REVISIONS THROUGHOUT THE CODE; ESTABLISHING THE SCOPE AND LIMITS OF SUCH AUTHORITY; REPEALING AND SUPERSEDING CERTAIN BOARD POLICIES AND RESOLUTIONS AS STATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is authorized under Section 348.754(2), Florida Statutes, to do everything necessary or convenient for the conduct of its business and its general welfare to comply with Chapter 348, Part III, Florida Statutes, or any other law; and

WHEREAS, the Governing Board of CFX (the **"Board"**) finds that consolidation of the agency's Board-adopted policies into a unified code would promote consistency in interpretation and administration, reduce the risk of conflicting provisions, and provide CFX staff and the public with a more comprehensive and user-friendly policy framework; and

WHEREAS, CFX has undertaken a comprehensive initiative to modernize, organize, and consolidate its Board-adopted policies into a unified and accessible CFX Code of Policies to improve clarity, consistency, and administration across the agency; and

WHEREAS, the Board has reviewed and desires to adopt the organizational framework for the Code of Policies set forth in **Attachment "A"** to this Resolution (the **"Framework"**); and

WHEREAS, the Board recognizes that implementation of the Framework will require existing policies and their component provisions to be reordered, retitled, renumbered, reformatted, and conformed, together with corresponding citations to internal references, cross-references, enumeration, and other organizational elements; and

WHEREAS, the Board desires to authorize the Executive Director, subject to the concurrence of General Counsel, to implement the Framework and conforming provisions while preserving the Board's exclusive authority over substantive policy matters.

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

1. Adoption of Code Framework. The Board hereby adopts the Framework set forth in Attachment A as the organizational structure for the CFX Code of Policies.

2. Grant of Authority. The Board hereby authorizes the Executive Director, subject to the concurrence of General Counsel, to reorganize and consolidate the agency's Board-adopted policies in accordance with the Framework and to make the nonsubstantive and conforming revisions authorized by this Resolution.

3. Scope of Authority

A. Organizing and consolidating the policies identified in the Framework in accordance with the chapter and article structure established therein and revising, renumbering, retitling, and reordering divisions, sections, subsections, paragraphs, subparagraphs, and other organizational units as necessary to implement the Framework.

B. Correcting and updating internal citations, references, and cross-references throughout the CFX Code of Policies to correspond with the revised organization and numbering.

C. Correcting numbering sequences, indentation, capitalization, punctuation, typographical, grammatical, scrivener's errors, and other clerical inconsistencies.

D. Applying uniform formatting, drafting conventions, terminology, and citation standards throughout the CFX Code of Policies, including:

1. A uniform citation format for statutes, regulations, resolutions, and provisions of the CFX Code of Policies; and

2. Standardized references to chapters, articles, divisions, sections, subsections, paragraphs, policies, and other similar organizational terms; and

3. Consistent headings, tables of provisions, numbering, paragraph structure, and document formatting.

E. Establishing a "Title" and "Authority" section for each article, with the "Title" section limited to the name by which the article is to be known and the "Authority" section limited to the applicable legal authority for such article as drafted by the General Counsel.

F. Making other nonsubstantive revisions reasonably necessary to implement the Framework.

4. Limitations and Conditions

A. No revision made under this Resolution may alter the intent, meaning, legal effect, scope, or operation of a policy previously approved by the Board without express Board approval.

B. If implementation of the Framework reveals an ambiguity, conflict, gap, or other issue that cannot be resolved through a nonsubstantive or conforming revision, the matter shall be presented to the Board for direction or approval.

C. A final draft of the reorganized and consolidated CFX Code of Policies shall be delivered to each Board Member by the Executive Director or designee.

D. The authority granted hereby shall automatically expire upon the earlier of:

1. Delivery of the final CFX Code of Policies to each Board Member pursuant to the preceding paragraph; or

2. The first anniversary of the effective date of this Resolution, unless extended by further action of the Board.

5. Repeal and Supersession of Certain Board Policies and Rules. By adoption of this Resolution, the Board hereby repeals and supersedes the following policies or rules adopted by the Board:

A. Headquarters Meeting Room Policy – MISC. 1 (outdated, arguably superseded by delegation of real property license approval authority to Executive Director in Real Property Policy);

B. Wekiva Parkway Relocation Plan (outdated, related to Wekiva Parkway project);

C. Authorization of Relocation Assistance Payments – EXEC-5 (outdated, related to Wekiva Parkway project); and

D. Requirements for Free Sticker Transponders (outdated, covered in the E-Pass Customer Agreement/User License Agreement approved by the Board).

6. Effective Date. This resolution shall be effective as of the date set forth below.

ADOPTED on this 8th day of October 2026.

Buddy Dyer
Board Chairman

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

Approved as to form and legality:

Cristina T. Berrios
General Counsel

PROPOSED FRAMEWORK FOR CFX CODE OF POLICIES

Chapter 1: Governing Board
- Article 1: Rules of Procedure of the Governing Board
- Article 2: Board Advisory Committees

Chapter 2: Ethics
- Article 1: CFX Code of Ethics

Chapter 3: Administration
- Article 1: Administration
- Article 2: Human Resources
- Article 3: Records Management
- Article 4: Travel

Chapter 4: Finance
- Article 1: Budget
- Article 2: Expenditure Control
- Article 3: Fixed Assets
- Article 4: Investment
- Article 5: Debt Management
- Article 6: Interest Rate Risk Management
- Article 7: Toll Schedule
- Article 8: Charitable Contributions

Chapter 5: Procurement
- Article 1: Procurement
- Article 2: Protest Resolution
- Article 3: Lobbying Blackout and Debriefing
- Article 4: Business Opportunities

Chapter 6: Real Property
- Article 1: Real Property
- Article 2: Permitting

Chapter 7: Operations
- Article 1: Toll Enforcement

Chapter 8: Technology
- Article 1: Security
  Article 2: Social Media

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Michelle Maikisch MM
Executive Director

DATE: October 1, 2026

SUBJECT: Approval of Resolutions Adopting Articles 1 ("Rules of Procedure for the Governing Board") and 2 ("Board Advisory Committees") of Chapter 1 ("Governing Board"), and Articles 1 ("Administration") and 2 ("Human Resources") of Chapter 3 ("Administration"), CFX Code of Policies; and Repealing and Superseding Prior Board Policies, Resolutions, and Committee Charters

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CFX has undertaken a comprehensive initiative to modernize, organize, and consolidate its adopted policies into a unified and accessible CFX Code of Policies. The new framework organizes the Code by subject matter and establishes a consistent structure for chapters, articles, divisions, sections, and related policy provisions. This approach is intended to improve clarity, consistency, administration, and ease of use for the Board, staff, and the public.

The above referenced articles are the first substantive policies presented for adoption under this new framework. Chapter 1 addresses the Governing Board through Article 1, "Rules of Procedure for the Governing Board," and Article 2, "Board Advisory Committees." Chapter 3 addresses Administration through Article 1, "Administration," and Article 2, "Human Resources." Together, these articles establish the governing structure, committee framework, administrative responsibilities, and human resources policies within the reorganized Code.

The resolutions also repeal and supersede prior Board policies, resolutions, and committee charters. This action will place the applicable provisions within the new Code framework, reduce duplication, and support consistent reference and administration going forward.

Board approval of the resolutions adopting Articles 1 ("Rules of Procedure for the Governing Board") and 2 ("Board Advisory Committees") of Chapter 1 ("Governing Board"), and Articles 1 ("Administration") and 2 ("Human Resources") of Chapter 3 ("Administration"), CFX Code of Policies; and repealing and superseding prior Board policies, resolutions, and committee charters is requested.

Resolution No. 2026-____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING ARTICLE 1 ("RULES OF PROCEDURE FOR THE GOVERNING BOARD") OF CHAPTER 1 ("GOVERNING BOARD"), CFX CODE OF POLICIES; REPEALING AND SUPERSEDING ALL PRIOR BOARD POLICIES AND RESOLUTIONS CONCERNING THE SUBJECT MATTER THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 348.754, Florida Statutes, CFX is governed by its Governing Board (the **"Board"**), which is responsible for the exercise of CFX's powers and duties; and

WHEREAS, the Board recognizes that clear and comprehensive rules of procedure promote the orderly, transparent, and efficient conduct of Board business and facilitate participation by Board members and the public; and

WHEREAS, the Board has determined that periodic review and revision of its rules of procedure are necessary to reflect applicable law, current practices, and a consistent framework for Board meetings, public participation, official records, voting, and other matters of Board governance.

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

1. **Adoption of Chapter 1, Article 1, CFX Code of Policies**

   A. Article 1 (**"Rules of Procedure for the Governing Board"**), as attached to this Resolution, is hereby adopted and made part of Chapter 1 (**"Governing Board"**) of the CFX Code of Policies.

   B. By adoption of this Resolution, the Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained in Article 1 (**"Rules of Procedure for the Governing Board"**), including without limitation any previous versions of the Rules of Procedure for the Governing Board and the Board and Committee Minutes Policy.

2. **Effective Date.** This Resolution shall be effective as of the date set forth below.

ADOPTED on this 8th day of October 2026.

Buddy Dyer
Board Chairman

ATTEST:_____
Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality:

Cristina T. Berrios
General Counsel

CHAPTER 1: GOVERNING BOARD	Adopted By: Res. 2026-___
Article 1: Rules of Procedure for the Governing Board	Last Revision: N/A
	Version Date: _____

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CHAPTER 1: GOVERNING BOARD	Adopted By: Res. 2026-___
Article 2: Rules of Procedure for the Governing Board	Last Revision: N/A
	Version Date: _____

Division I: General Provisions

Section 1.1.1 Title

1.1.1.1 The provisions of this Article shall be known and cited as the "Rules of Procedure for Governing Board".

Adopted: 2026-__.

Section 1.1.2 Authority

1.1.2.1 Pursuant to Section 348.754, Part III, Florida Statutes, the Central Florida Expressway Authority (**"CFX"**) is governed by its Governing Board (the **"Board"**), which is responsible for the exercise of CFX's powers and duties. These rules of procedure shall govern all proceedings of the Board except to the extent they may be inconsistent with applicable law in which case such law shall govern.

Adopted: 2026-__.

Section 1.1.3 Purpose

1.1.3.1 The purpose of this Article is to provide for the smooth and orderly functioning of the business of the Board and to facilitate an open exchange of ideas among Board members and between Board members and the public.

1.1.3.2 The provisions of this Article are adopted solely to facilitate the orderly conduct of Board business and the efficient administration of CFX affairs. Compliance with this Article is not a condition precedent to the validity of any action taken by the Board or CFX. No provision of this Article, nor any deviation therefrom, shall create any right, grant standing, or provide grounds to challenge any action of the Board or CFX which would not otherwise exist absent the Board's adoption of this Article.

Adopted: 2026-__.

Division II: Board Members

Section 1.1.4 Board Membership & Terms of Office

1.1.4.1 Membership and terms on the Board shall be as prescribed by Section 348.753(3), Florida Statutes:

> "The governing body of [CFX] shall consist of ten members. The chairs of the boards of the county commissions of Seminole, Lake, Brevard, and Osceola Counties shall each appoint one member from his or her respective county, who

must be a commission member or chair or the county mayor. The Mayor of Orange County shall appoint a member from the Orange County Commission. Subject to confirmation by the Senate during the next regular session of the Legislature, the Governor shall appoint three citizen members, each of whom must be a resident of either Orange County, Seminole County, Lake County, Brevard County, or Osceola County. Refusal or failure of the Senate to confirm an appointment shall create a vacancy. The Mayor of Orange County and the Mayor of the City of Orlando shall also serve as members. The executive director of the Florida Turnpike Enterprise shall serve as a nonvoting advisor to the governing body of [CFX]. Each member appointed by the Governor shall serve for 4 years, with his or her term ending on December 31 of his or her last year of service. Each county-appointed member shall serve for 2 years. Each appointed member shall hold office until his or her successor has been appointed and has qualified. A vacancy occurring during a term must be filled only for the balance of the unexpired term. Each appointed member of [CFX] must be a person of outstanding reputation for integrity, responsibility, and business ability, but, except as provided in this subsection, a person who is an officer or employee of a municipality or county may not be an appointed member of [CFX]. Any member of [CFX] is eligible for reappointment."

1.1.4.2 Board members shall at all times observe and comply with the provisions of Florida's Government in the Sunshine Law, Section 286.011, Florida Statutes.

Adopted: 2026-__.

Section 1.1.5 Board Officers and Terms

1.1.5.1 The Board shall annually elect from its members a Chairman, Vice Chairman, and Treasurer by nomination at the first regularly scheduled meeting of the Board of each calendar year. The officers of the Board shall have the authorities and duties set forth in this Article for such officers, or as otherwise may be assigned to them by the Board. Officers shall be elected by the members of the Board and shall hold their respective offices for a term of one year, or until their respective successors are chosen, if later.

1.1.5.2 Board Offices

(A) Office of Chairman

(1) The Chairman of the Board shall preside at meetings of the Board. The Chairman shall have all rights and privileges while they are presiding (e.g. the right to make motions, second motions, speak and vote), without relinquishing the chair.

(2) The Chairman may call special meetings, execute any deeds, mortgages, bonds, contracts, and other documents and instruments approved by the Board on behalf of CFX, and perform such other duties as may be required by law or directed by the Board.

(B) Office of Vice Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve and shall have the powers and perform such duties as may be delegated to that office by the Board in Chairman's absence.

(C) Office of Treasurer. The Treasurer shall be responsible for reporting at each meeting financial affairs and records of CFX. The Treasurer shall cause to be kept a record of

all money received and expended and all other financial transactions of CFX.

1.1.5.3 Officers Serve in an Individual Capacity. The offices of Chairman, Vice-Chairman, and Treasurer are held by the individual Board Member elected to such office and are not associated with, assigned to, or otherwise tied to any particular Board seat, appointing authority, county, or municipal representative position. An office held by a Board Member shall not transfer to a successor appointed to fill that Board Member's seat. Upon a vacancy in a Board seat occupied by an officer, the officer position shall be deemed vacant and filled in accordance with **Subsection 1.1.5.4** below.

1.1.5.4 Vacancies in Office

(A) If the office of Chairman becomes vacant due to resignation, incapacity, loss of Board membership, removal, or any other reason, the Vice-Chairman shall serve as Chairman for the remainder of the unexpired term.

(B) If the office of Vice-Chairman becomes vacant, whether by succession to the office of Chairman or otherwise, the Treasurer shall serve as Vice-Chairman for the remainder of the unexpired term.

(C) If the office of Treasurer becomes vacant, whether by succession to the office of Vice-Chairman or otherwise, a special election shall be held at the next regularly scheduled Board meeting and the individual elected shall serve as Treasurer for the remainder of the unexpired term.

(D) Any individual elected or elevated to an office pursuant to this subsection shall remain eligible for appointment to a full term in that office during the following year.

1.1.5.5 Authority of Members. Any direction as to the day-to-day operations of CFX shall be made by action of the Board and implemented by the Executive Director. No individual Board Member shall have authority to direct other Board Members or employees of CFX with regard to any action or duty relating to the day-to-day operations of CFX.

Adopted: 2026-__.

Division III: Meetings of the Governing Board

Section 1.1.6 Meetings

1.1.6.1 Regular Meetings

(A) The Board shall meet a minimum of six (6) times a year.

(B) Scheduled meetings will be held on the second Thursday of the month at 9:00 a.m.

(C) All regular meetings shall be held at CFX's Headquarters at 4974 ORL Tower Road, Orlando, Florida 32807. The date, time, and place of meetings may be changed by the Board from time to time provided the notice requirements set forth in **Section 1.1.7: Notices** below have been satisfied.

1.1.6.2 Special and Emergency Meetings. Special and Emergency Meetings may be called by:

(A) The Chairman at their discretion; or

(B) In the absence or incapacity of the Chairman, by the Vice Chairman; or

(C) By any six (6) or more Board members during a Board meeting; or

(D) At the discretion of the Executive Director upon a request from a Board member.

Adopted: 2026-__.

Section 1.1.7 Notices

1.1.7.1 Notice Required for Regular and Special Meetings or Hearings

(A) Written notice of regular and special meetings or hearings shall be electronically mailed to each Board member at least seven (7) days prior to the meeting date. A copy of such notice shall be prominently displayed in the CFX offices and shall also be given by CFX to the appropriate persons at Orange County, Lake County, Osceola County, Seminole County, Brevard County and at the City of Orlando to be displayed in a prominent place in the various County Administration Buildings and at Orlando City Hall at least seven (7) days prior to the meeting.

(B) In addition, pursuant to Section 189.015, Florida Statutes, CFX shall publish a schedule of its regular meetings which shall be filed in January of each year with Orange, Lake, Osceola, Seminole, Brevard counties and the City of Orlando. The schedule shall be published annually in January in a newspaper that meets the criteria in Section 50.011, Florida Statutes, in that portion of the newspaper where legal notices and classified advertisements appear.

1.1.7.2 Form of Notice for Regular and Special Meetings or Hearings

(A) The notice for regular and special meetings or hearings shall state:

(1) The date, time and place of the meeting.

(2) A brief description of the purpose of the meeting and the business to be transacted.

1.1.7.3 Notice for Emergency Meetings or Emergency Hearings

(A) By their very nature, Emergency Meetings and Emergency Hearings may preclude advance notice. However, reasonable efforts (electronic mail, telephone, and hand delivery) shall be made to notify all Board members in advance of the Emergency Meeting or Emergency Hearing. Reasonable efforts shall also be made prior to Emergency Meeting to provide notice by issuing press releases and to give notice to persons required to receive notice of CFX's meetings by electronic mail.

(B) The notice requirements in **Subsections 1.1.7.1** and **1.1.7.2** above shall not apply to Emergency Meetings or Emergency Hearings. If practicable, notices shall be posted at CFX's offices, the Orange, Lake, Osceola, Seminole, and Brevard County Administration Buildings and Orlando City Hall.

(C) All actions taken at an Emergency Meeting or Emergency Hearing shall be void unless presented to and ratified by the Board at its next regular meeting.

Adopted: 2026-__.

Section 1.1.8 Agendas for Regular and Special Meetings or Hearings

1.1.8.1 Advance Preparation Required. An agenda for each regular and special meeting or hearing shall be prepared by CFX sufficiently in advance of the meeting or hearing to ensure that an electronic copy of the agenda may be received seven (7) days before the meeting by all Board members and any person who has requested a copy and pays the reasonable cost thereof, if any.

1.1.8.2 Agenda Items

(A) The Executive Director shall be responsible for preparing the agenda. Any Board member with an item to be placed on an agenda shall submit the item in writing, together with any supporting materials, to the Executive Director or their designee no later than noon eight (8) calendar days before the applicable meeting. Such items shall be placed on the next upcoming meeting agenda unless the Board member agrees to defer or to withdraw the item. The Executive Director or their designee shall remind the Board members of the deadline date for submission of agenda items.

(B) The Executive Director may add an item to an agenda that has already been made available to Board members and the public no later than noon two (2) calendar days prior to the meeting date if they believe doing so would best serve the interest of CFX. In such circumstance, the Executive Director, or their designee, shall provide an amended agenda electronically to the Board members.

1.1.8.3 Form of Agenda

(A) The agenda shall list the items to be resolved at the meeting, in the order in which they are to be considered. For good cause stated, items may be taken out of order with the approval of the Chairman or presiding officer. The form of agenda shall be as follows, subject to change from time to time by the Board:

DATE, TIME, AND PLACE OF MEETING LOCATION

A. Call to order

B. Public Comment

C. Review and approval of Minutes of Preceding Meeting

D. Approval of Consent Agenda

E. Chairman's Report

F. Treasurer's Report

G. Executive Director's Report

H. Regular Agenda: Separate Motion

I. Board member Comment

(B) Notice that the meeting is open to the public and that any person who decides to appeal any decision made at the meeting will need a record of the proceedings and that for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based

per Section 286.0105, Florida Statutes.

Adopted: 2026-__.

Section 1.1.9 Support Staff

1.1.9.1 Recording Secretary

(A) The Executive Director shall designate an employee of CFX to serve as the Board's Recording Secretary.

(B) The Recording Secretary shall keep the minutes of all meetings of the Board and such other meetings of CFX for which minutes are required to be kept or, if not required by law, that the Board deems desirable to be kept.

(C) The Recording Secretary shall attest to the signature of the officers of the Board when required or necessary.

(D) The Recording Secretary shall maintain thorough and accurate records of the agendas of meetings of the Board, Board resolutions, and other instruments approved by the Governing Board.

1.1.9.2 **Parliamentarian.** The General Counsel, or their designee, shall serve as parliamentarian and shall advise the Chair and the Board on matters of procedure and parliamentary practice. The parliamentarian serves in an advisory capacity only.

Adopted: 2026-__.

Section 1.1.10 Board Meeting Minutes

1.1.10.1 The Recording Secretary shall keep the official minutes of the Board, transcribe them into writing, and have them approved at the next subsequent meeting. The minutes shall indicate who made each motion and how each Board member voted.

1.1.10.2 The minutes of each meeting of the Board, when approved, shall be the original and controlling record of the meeting. Before being submitted for approval, CFX staff shall provide the Board members a draft copy in advance of the next scheduled meeting.

1.1.10.3 Each meeting's recordings and minutes shall be kept by the Recording Secretary as a part of the public record.

1.1.10.4 The minutes of the Board's meetings shall include the following:

(A) Date, time, and place of meeting;

(B) List of Board members attending, and any members who were absent;

(C) Time the meeting was called to order;

(D) Approval of the previous meeting's minutes, and any amendments;

(E) Summary of reports, announcements, and other information shared;

(F) Proposals, resolutions, motions, amendments, a summary of the discussion, and final

disposition (record who made the motion and who seconded it);

(G) Time of adjournment;

(H) Next meeting date, time and location, if available;

(I) Motions and resolutions not previously set forth in the Agenda should be recorded verbatim; and

(J) Summary of the discussion, capturing key points and decisions reached. Direct quotes from any item's discussion shall generally not be captured.

Adopted: 2026-__.

Section 1.1.11 Quorum and Voting

1.1.11.1 Quorum and Votes Required for Affirmative Action. As required by Section 348.753(4)(a), Florida Statutes:

(A) Quorum at any meeting shall require the physical presence of at least six (6) Board members. A quorum shall be required for the conducting of all official business.

(B) An affirmative vote of six (6) members shall be necessary for any action taken by the Board.

1.1.11.2 Remote Participation and Voting. A Board member may appear by telephone or electronic conferencing software and vote on Board matters where a quorum is physically present no more than three (3) meetings per calendar year due to scheduling conflicts or illness. The participating absent Member must be able to hear all participants in the meeting and be heard by all participants.

1.1.11.3 Voice Votes; Roll Call Votes. Except as provided otherwise in this Section, all votes shall be taken by an "aye" or "no" vote (voice vote) unless it is determined by the Chairman that a roll call vote would be in order.

(A) A roll call vote shall be taken by alphabetical order, with the Chairman voting last.

(B) When a roll call vote is called, after the Chairman has made clear the motion, the Recording Secretary shall be directed to call the roll; no member shall be entitled to speak on the motion, nor shall any new motion be considered until such roll call vote is completed and its result is announced by the Chairman.

1.1.11.4 Proper Voting. All voice votes shall be taken requesting those in favor to say "aye" and those opposed to say "no" or "nay". A vote requesting those in favor to say "aye" and those opposed "like sign" (meaning "aye") shall not be used.

1.1.11.5 Abstentions. Neither the Chairman nor any other Board member who is present at any meeting of the Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded for each such Board member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest, in which case the Board member shall comply with Section 112.3143, Florida Statutes, or other applicable law.

Adopted: 2026-__.

Section 1.1.12 Public Comment

1.1.12.1 The right to be heard and the right to public input is hereby endorsed and adopted as follows:

(A) The Board establishes the public comment portion of its meetings as a limited public forum solely for matters within the Board's authority and jurisdiction. Members of the public shall be given a reasonable opportunity to be heard on propositions before the Board and on other matters within the Board's authority and jurisdiction, subject to the reasonable and viewpoint-neutral rules and procedures set forth in this Section. Public comment on matters outside the Board's authority and jurisdiction is beyond the scope of the forum established by this Section. Nothing in this Section prohibits the Board from maintaining the orderly conduct and proper decorum of its meetings. Matters shall be scheduled and publicly noticed in compliance with the provisions of Florida's Government in the Sunshine Law, Section 286.011, Florida Statutes.

(B) Each speaker shall be limited to three (3) minutes unless otherwise modified by the Chairman. No speaker may transfer or designate his or her time to another speaker. However, an organization may designate a single speaker to speak on behalf of a group of attendees. No additional time shall be provided to the designated speaker.

(C) The provisions of this Section shall not be construed to supersede, supplement, or modify any public participation process established in state law for public hearings before the Board, such as the procedures for quasi-judicial hearings, nor shall the provisions of this Section be used to avoid, supersede, or modify any Board policy, including, but not limited to, those related to procurement protest resolution and lobbying black-out periods.

(D) CFX staff is directed to prepare the appropriate forms for a Public Comment Request by members of the public which forms shall be made available both on CFX's internet website and in the lobby area outside the Board's meeting room. Only those speakers that are present and have submitted their completed form to the Recording Secretary at least five (5) minutes prior to the scheduled start of the meeting will be called to speak.

(E) Members of the public may also submit written comments in advance of the meeting on any topic on the agenda. Comments on agenda items received during regular CFX business hours, at least forty-eight (48) hours prior to the scheduled start time of the meeting, shall be included as part of the record.

(F) Any audio or video presentation materials a public commenter wishes to use during public comment, such as PowerPoints, shall be submitted and received during regular CFX business hours at least forty-eight (48) hours prior to the scheduled start time of the meeting. CFX may decline to display materials that do not meet technical specifications, cannot be safely or reliably displayed using available equipment, would disrupt the orderly conduct of the meeting, or may not be displayed consistent with applicable law.

(G) All materials submitted will become public records and may not be returned. Any member of the public seeking to distribute materials to Board Members at a public meeting shall provide the Recording Secretary with at least thirteen (13) copies of any materials at least five (5) minutes prior to the scheduled start time of the meeting.

1.1.12.2 Members of the public attending or speaking at Board meetings shall conduct themselves in a manner that permits the orderly conduct of the meeting and shall not engage in conduct that

disrupts the meeting or interferes with another person's ability to participate in, observe, or address the Board. If a person continues such disruptive behavior after being directed to stop, the Chairman may take appropriate action to restore order, including directing law enforcement to remove the disruptive individual.

Adopted: 2026-__.

Section 1.1.13 Motions

1.1.13.1 Main Motion. A main motion shall be a motion whose introduction brings business before the Board. A second is required.

1.1.13.2 Motion to Amend. If a member feels that the main motion might be more acceptable in another way, other than the way presented, the member may amend in either of the two ways presented:

(A) By Consent of the Members. The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. (“No objection” implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time, and an affirmative vote of six (6) members shall be required to pass the amendment.

(B) Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of six (6) members, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

1.1.13.3 Call the Question (previous question) or Motion to End Discussion/Debate. A member of the Board may “call the question” (a motion to end debate) when it is clear that further discussion is unnecessary. The motion shall require a second and shall not be debatable. If approved by an affirmative vote of six (6) members, debate shall immediately cease and the Board shall proceed to vote on the pending motion.

1.1.13.4 Motion to Reconsider. A member who voted on the prevailing side of a motion may move to reconsider the vote during the same meeting. A motion to reconsider does not propose a substantive change to the action previously taken; rather, it seeks to reopen the matter for further discussion and a new vote. A second is required. The motion is debatable to the extent of the reasons for reconsideration and may not be used to indefinitely delay action. An affirmative vote of six (6) members shall be required to adopt the motion. If adopted, the original motion shall be returned to the floor for further consideration as though the previous vote had not occurred.

1.1.13.5 Motion to Rescind. If a Board member wishes to annul an action taken at a previous meeting, the motion to rescind may be used, subject to the restrictions in this rule. A request to annul an action by the Board is required to be noticed and placed on an agenda. The Board member making this request shall make a motion to rescind and a second is required. Discussion can

go into the merits of the motion involved in rescinding. Once the previous action is rescinded by an affirmative vote of six (6) members, the question of whether a further motion and vote is needed will depend on the circumstances.

1.1.13.6 **Point of Order.** A member may call for a point of order if they believe that the Chairman has failed to notice a breach of this Article. This point of order shall require the Chairman to make a ruling on the question involved.

1.1.13.7 **Recess.** A recess may be taken as it appears on the agenda or at any time by the Chairman when they deem it advisable, or by a motion from a member. If the motion is made by a member, a second shall be required and an affirmative vote of six (6) members is required.

Adopted: 2026-__.

Section 1.1.14 Robert's Rules

1.1.14.1 The rules contained in the latest version of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with this Article, special rules of order the Board may adopt, and the laws of the State of Florida.

Adopted: 2026-__.

Division IV: Rules of Procedure Amendments and Review

Section 1.1.15 Amendments and Revisions

1.1.15.1 This Article shall be binding on all members of the Board and may be amended only upon placement of a proposed amendment on the agenda of a regular or special meeting of the Board, and approval by an affirmative vote of six (6) or more members of the Board.

Adopted: 2026-__.

Section 1.1.16 Review

1.1.16.1 The Board shall institute a review of this Article at least every two (2) years.

Adopted: 2026-__.

Section 1.1.17 Effective Date

1.1.17.1 This Article shall be effective upon adoption and shall remain in effect unless otherwise amended or repealed.

Adopted: 2026-__.

Resolution No. 2026-____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING ARTICLE 2 ("BOARD ADVISORY COMMITTEES") OF CHAPTER 1 ("GOVERNING BOARD"), CFX CODE OF POLICIES; REPEALING AND SUPERSEDING ALL PRIOR BOARD POLICIES, RESOLUTIONS, AND COMMITTEE CHARTERS CONCERNING THE SUBJECT MATTER THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System; and

WHEREAS, in carrying out its governance, oversight, and policymaking responsibilities, the Governing Board of CFX (the **"Board"**) may establish advisory committees to provide information, expertise, recommendations, and other assistance to the Board; and

WHEREAS, the Board has determined that a comprehensive and consistent framework for the creation, composition, responsibilities, and operation of advisory committees, together with updated charters for its standing advisory committees, will promote lawful, transparent, efficient, and accountable committee operations.

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

1. Adoption of Chapter 1, Article 2, CFX Code of Policies

A. Article 2 (**"Board Advisory Committees"**), together with the standing advisory committee charters incorporated therein as appendices A through D, as attached to this Resolution, is hereby adopted and made part of Chapter 1 (**"Governing Board"**) of the CFX Code of Policies.

B. By adoption of this Resolution, the Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained in Article 2 (**"Board Advisory Committees"**), including without limitation, any previous versions of the charters for the Audit Committee, Environmental Stewardship Committee, Finance Committee, and Right-of-Way Committee.

2. Effective Date. This Resolution shall be effective as of the date set forth below.

ADOPTED on this 8th day of October 2026.

Buddy Dyer
Board Chairman

ATTEST:_____
Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality:

Cristina T. Berrios
General Counsel

CHAPTER 1: GOVERNING BOARD	Adopted By: Res. 2026-___
Article 2: Board Advisory Committees	Last Revision: N/A
	Version Date: _____

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CHAPTER 1: GOVERNING BOARD	Adopted By: Res. 2026-___
Article 2: Board Advisory Committees	Last Revision: N/A
	Version Date: _____

Division I: General Provisions

Section 1.2.1 Title

1.2.1.1 The provisions of this Article shall be known and cited as the **"Board Advisory Committee Policy"**.

Adopted: 2026-__.

Section 1.2.2 Authority

1.2.2.1 Pursuant to Chapter 348, Part III, Florida Statutes, the Central Florida Expressway Authority (**"CFX"**) is governed by its Governing Board (the **"Board"**), which is responsible for the exercise of CFX's powers and duties. In carrying out its governance, oversight, and policymaking responsibilities, the Board may establish advisory committees to provide information, expertise, recommendations, and other assistance to the Board.

Adopted: 2026-__.

Section 1.2.3 Statement of Policy

1.2.3.1 The Board adopts this Advisory Committees Policy to establish a framework for the creation, composition, responsibilities, and operation of advisory committees established by the Board.

1.2.3.2 It is the policy of the Board that such advisory committees be established and operated in a manner that:

(A) Supports the Board in carrying out its governance, oversight, and policymaking responsibilities;

(B) Provides a forum for the review and discussion of matters referred by the Board;

(C) Promotes informed Board deliberation and decision-making through the development of recommendations and the provision of subject matter expertise;

(D) Encourages constructive participation by Board members, employees, stakeholders, and members of the public, as appropriate;

(E) Clearly defines the purpose, authority, responsibilities, and limitations of each advisory committee; and

(F) Ensures that advisory committees operate in a lawful, transparent, efficient, and accountable manner consistent with applicable law and Board policy.

Adopted: 2026-__.

Section 1.2.4 Types of Advisory Committees

1.2.4.1 Standing Advisory Committees

(A) The Board may create standing advisory committee(s) to assist the Governing Board in fulfilling its responsibilities (**"Standing Committee(s)"**).

(B) Each Standing Committee shall have a charter adopted by the Board that establishes the committee's purpose, responsibilities, membership requirements, and any other committee-specific rules or requirements.

(C) Each such charter shall be attached to and incorporated into the appendices of this Article. In the event of a conflict between this Article and a committee charter, the more specific provision shall control.

1.2.4.2 Ad-Hoc Advisory Committees

(A) The Board may create ad-hoc advisory committees to study, evaluate, or provide recommendations regarding a specific project, issue, policy matter, transaction, or other defined subject.

(B) An ad-hoc advisory committee shall be temporary in nature and shall automatically dissolve upon completion of the purpose for which it was created, unless otherwise directed by the Board.

(C) The motion or resolution creating an ad-hoc advisory committee shall specify, at a minimum:

(1) The committee's purpose;

(2) The committee's membership or method of appointment;

(3) The committee's scope of authority;

(4) Any reporting requirements; and

(5) The date or event upon which the committee shall terminate, if known.

(D) Ad-hoc advisory committees shall serve solely in an advisory capacity and shall possess no authority to bind CFX, expend funds, establish policy, direct staff, exercise powers delegated to CFX by law, or otherwise take official action on behalf of the Board.

(E) The Board may modify or dissolve an ad-hoc advisory committee at any time.

Adopted: 2026-__.

Division II: Rules for All Advisory Committees

Section 1.2.5 Sunshine Law and Ethics Requirements

1.2.5.1 Members of any advisory committee established by the Board shall at all times observe and comply with the provisions of Florida's Government in the Sunshine Law, Section 286.011, Florida Statutes, and all meetings of any such committee shall be conducted in accordance therewith.

1.2.5.2 Each member of such an advisory committee must comply with the provisions of the CFX Code of Ethics.

Adopted: 2026-__.

Section 1.2.6 Form of Committee Meeting Agendas

1.2.6.1 The meeting agendas of advisory committees established by the Board shall each take the following form:

COMMITTEE NAME
DATE, TIME, AND PLACE OF MEETING LOCATION

A. Call to order

B. Public Comment

C. Review and Approval of Minutes of Preceding Meeting

D. Agenda Items

E. Other Business

F. Adjournment

Adopted: 2026-__.

Section 1.2.7 Advisory Committee Meeting Minutes

1.2.7.1 CFX staff, as assigned by the Executive Director, shall keep the official minutes of any advisory committee established by the Board, transcribe them into writing, and have them approved at the next subsequent meeting. The minutes shall indicate who made each motion and how each applicable committee member voted.

1.2.7.2 Once approved by affirmative vote of the applicable committee members, the meeting minutes of each such advisory committee shall be the original and controlling record of the meeting. Before being submitted for approval, CFX staff shall provide the applicable advisory committee members a draft copy in advance of the next scheduled meeting. Any such minutes shall be kept by assigned staff as a part of the public record.

1.2.7.3 The meeting minutes for the meetings of each such advisory committee shall include the following:

(A) Date, time, and place of meeting;

(B) List of committee members attending, and any members who were absent;

(C) Time the meeting was called to order;

(D) Approval of the previous meeting's minutes, and any amendments;

(E) Summary of reports, announcements, and other information shared;

(F) Proposals, resolutions, motions, amendments, a summary of the discussion, and final disposition (record who made the motion and who seconded it);

(G) Time of adjournment;

(H) Next meeting date, time and location, if available;

(I) Motions and resolutions not previously set forth in the Agenda should be recorded verbatim; and

(J) Summary of the discussion, capturing key points and decisions reached. Direct quotes from any item's discussion shall generally not be captured.

Adopted: 2026-__.

Section 1.2.8 Quorum

1.2.8.1 A quorum shall consist of a majority of the currently appointed members of the applicable advisory committee. No action or recommendation may be approved without the affirmative vote of a majority of the members present at a meeting at which a quorum exists.

1.2.8.2 Advisory committee members may remotely participate and vote where a quorum is physically present, not to exceed two (2) meetings per calendar year, to the extent permitted by applicable Florida law and CFX policy. Any remote participation shall comply with applicable public meeting requirements and shall not affect the calculation of a quorum unless authorized by law and CFX policy.

1.2.8.3 In the event of continued absenteeism, the applicable committee's Chairman or the Executive Director may recommend that the CFX Board or applicable appointing CFX Board Member consider an alternate appointment.

Adopted: 2026-__.

Section 1.2.9 Public Comment

1.2.9.1 The right to be heard and the right to public input is hereby endorsed and adopted as follows:

(A) The Board establishes the public comment portion of any meeting of an advisory committee established by the Board as a limited public forum solely for matters within each committee's designated purpose and responsibilities, as applicable. Members of the public shall be given a reasonable opportunity to be heard on propositions before any such advisory committee and on other matters within its designated purpose and responsibilities, subject to the reasonable and viewpoint-neutral rules and procedures set forth in this Section. Public comment on matters outside the purpose and responsibilities of a committee established by the Board, as applicable, is beyond the scope of the forum established by this Section for such committee. Nothing in this Section prohibits any such advisory committee from maintaining the orderly conduct and proper decorum of its meetings. Matters shall be scheduled and publicly noticed in compliance with the provisions of Florida's Government in the Sunshine Law, Section 286.011, Florida Statutes.

(B) Each speaker shall be limited to three (3) minutes unless otherwise modified by the Chairman. No speaker may transfer or designate his or her time to another speaker. However, an organization may designate a single speaker to speak on behalf of a group of attendees. No additional time shall be provided to the designated speaker.

(C) The provisions of this Section shall not be construed to supersede, supplement, or modify any public participation process established in state law for public hearings before an advisory committee established by the Board, such as the procedures for quasi-judicial hearings. Nor shall the provisions of this Section be used to avoid, supersede, or modify any Board policy, including, but not limited to, those related to procurement protest resolution and lobbying black-out periods.

(D) CFX staff is directed to prepare the appropriate forms for a Public Comment Request by members of the public which forms shall be made available both on CFX's internet website and in the lobby area outside the applicable advisory committee's meeting room. Only those speakers that are present and have submitted their completed form to applicable CFX staff at least five (5) minutes prior to the scheduled start of the meeting will be called to speak.

(E) Members of the public may also submit written comments in advance of the meeting on any topic on the agenda. Comments on agenda items received during regular CFX business hours, at least forty-eight (48) hours prior to the scheduled start time of the meeting, shall be included as part of the record.

(F) Any audio or video presentation materials a public commenter wishes to use during public comment, such as PowerPoints, shall be submitted and received during regular CFX business hours at least forty-eight (48) hours prior to the scheduled start time of the meeting. CFX may decline to display materials that do not meet technical specifications, cannot be safely or reliably displayed using available equipment, would disrupt the orderly conduct of the meeting, or may not be displayed consistent with applicable law.

(G) All materials submitted will become public records and may not be returned. Any member of the public seeking to distribute materials to members of an advisory committee at a public meeting shall provide applicable CFX staff with at least thirteen (13) copies of any materials at least five (5) minutes prior to the scheduled start time of the meeting.

1.2.9.2 Members of the public attending or speaking at meetings of advisory committees established by the Board shall conduct themselves in a manner that permits the orderly conduct of the meeting and shall not engage in conduct that disrupts the meeting or interferes with another person's ability to participate in, observe, or address such committee. If a person continues such disruptive behavior after being directed to stop, the Chairman may take appropriate action to restore order, including directing law enforcement to remove the disruptive individual.

Adopted: 2026-__.

Section 1.2.10 Motions

1.2.10.1 **Main Motion.** A main motion shall be a motion whose introduction brings business before the applicable advisory committee. A second is required.

1.2.10.2 **Motion to Amend.** If a member feels that the main motion might be more acceptable in another way, other than the way presented, the member may amend in either of the two ways presented:

(A) **By Consent of the Members.** The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no

objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. ("No objection" implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time, and an affirmative vote of the committee shall be required to pass the amendment.

(B) **Formal Amendment.** An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of the committee, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

1.2.10.3 **Call the Question (previous question) or Motion to End Discussion/Debate.** A member of the Committee may "call the question" (a motion to end debate) when it is clear that further discussion is unnecessary. The motion shall require a second and shall not be debatable. If approved by an affirmative vote of the committee, debate shall immediately cease and the Committee shall proceed to vote on the pending motion.

1.2.10.4 **Motion to Reconsider.** A member who voted on the prevailing side of a motion may move to reconsider the vote during the same meeting. A motion to reconsider does not propose a substantive change to the action previously taken; rather, it seeks to reopen the matter for further discussion and a new vote. A second is required. The motion is debatable to the extent of the reasons for reconsideration and may not be used to indefinitely delay action. An affirmative vote of the committee shall be required to adopt the motion. If adopted, the original motion shall be returned to the floor for further consideration as though the previous vote had not occurred.

1.2.10.5 **Point of Order.** A member may call for a point of order if they believe that the Chairman has failed to notice a breach of this Article. This point of order shall require the Chairman to make a ruling on the question involved.

1.2.10.6 **Recess.** A recess may be taken as it appears on the agenda or at any time by the Chairman when they deem it advisable, or by a motion from a member. If the motion is made by a member, a second shall be required and an affirmative vote of the committee is required.

Adopted: 2026-__.

Section 1.2.11 Robert's Rules

1.2.11.1 The rules contained in the latest version of Robert's Rules of Order Newly Revised shall govern the Committee in all cases to which they are applicable and in which they are not inconsistent with this Article, special rules of order the CFX Board may adopt, and the laws of the State of Florida.

1.2.11.2 The General Counsel, or their designee, shall serve as parliamentarian and shall advise the Chairman and the Committee on matters of procedure and parliamentary practice. The parliamentarian shall serve in an advisory capacity only.

Adopted: 2026-__.

Division III: Rules for Standing Advisory Committees

Section 1.2.12 Standing Committee Member Appointments

1.2.12.1 Unless otherwise provided in its Charter, each Standing Committee shall be composed of the following voting members:

(A) Orange County staff member or citizen representative appointed by the Orange County Mayor;

(B) City of Orlando staff member or citizen representative appointed by the City of Orlando Mayor;

(C) Lake County staff member or citizen representative appointed by CFX Board Member representing Lake County;

(D) Osceola County staff member or citizen representative appointed by the CFX Board Member representing Osceola County;

(E) Seminole County staff member or citizen representative appointed by the CFX Board Member representing Seminole County;

(F) Brevard County staff member or citizen representative appointed by the CFX Board Member representing Brevard County; and

(G) Up to three (3) citizen representatives appointed by the CFX Board after receiving nominations submitted by the gubernatorial CFX Board appointees. The term for such appointments shall be for two (2) years commencing upon appointment which term may be renewed. In the event of a vacancy, the appointing CFX Board Member shall nominate a replacement as soon as practicable. A committee member appointed to fill a vacancy shall serve the remainder of the unexpired term of the predecessor. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

1.2.12.2 For purposes of Standing Committees, a "citizen representative" shall not be an elected official, CFX officer, CFX employee, or CFX contractor/vendor/consultant.

1.2.12.3 Standing Committee member appointments may not be delegated. Standing Committee members will serve at the pleasure of their respective jurisdictions. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Adopted: 2026-__.

Section 1.2.13 Standing Committee Member Appointments and Nominations

1.2.13.1 Standing Committee Member Appointments by Jurisdictional Board Members

(A) Standing Committee member appointments made by a CFX Board Member representing a constituent jurisdiction shall be effective upon appointment by the applicable appointing authority and shall not require approval by the CFX Board.

(B) Upon appointing, reappointing, or replacing a Standing Committee member or designated alternate (when applicable), the appointing authority shall provide written

notice to the Executive Director, with a copy to the Manager of Board Services.

(C) The notice shall identify the appointee, the Standing Committee to which the appointment applies, the effective date of the appointment, and the appointee's contact information, including mailing address, email address, and telephone number.

(D) The appointing authority shall provide such notice as soon as practicable following the appointment to facilitate onboarding and distribution of meeting materials.

1.2.13.2 Standing Committee Member Nominations by Gubernatorial Board Members

(A) Each gubernatorial CFX Board Member may nominate one individual (and an associated alternate, when applicable) for appointment to each Standing Committee.

(B) A gubernatorial CFX Board Member seeking to nominate an individual for appointment to a Standing Committee shall submit the nomination in writing to the Executive Director or designee.

(C) The nomination shall identify the nominee, the Standing Committee for which the nomination is made, a resume demonstrating that such individual meets the applicable membership requirements, and the nominee's contact information, including mailing address, email address, and telephone number.

(D) Upon receipt of a nomination, the Executive Director or their designee shall place the nomination before the CFX Board for consideration at the next regularly scheduled meeting of the CFX Board practicable.

(E) A nominee shall not be deemed appointed and shall not serve as a Standing Committee member unless and until approved by an affirmative vote of the CFX Board.

Adopted: 2026-__.

Section 1.2.14 Standing Committee Chairman Selection

1.2.14.1 Standing Committees will be chaired on an annual, rotating basis beginning September 1. To serve as Committee Chairman for a Standing Committee an individual must have attended at least one meeting of that Standing Committee as a sitting member.

1.2.14.2 Standing Committee Chairman rotation shall proceed in the following order:

(A) Seminole County Representative

(B) Osceola County Representative

(C) One of the Citizen Representatives

(D) Lake County Representative

(E) City of Orlando Representative

(F) Brevard County Representative

(G) Orange County Representative

1.2.14.3 Selection of Citizen Representative Chairman. If more than one citizen representative is

serving on the Standing Committee when the citizen representative position is reached in the Chairman rotation, the citizen representative with the earliest appointment date shall serve first. If the Chairman rotation returns to the citizen representative position and the same citizen representatives remain on the Standing Committee, the citizen representative who did not previously serve shall serve next, so that each citizen representative has an opportunity to serve as Chairman before the rotation among citizen representatives repeats.

1.2.14.4 **Rotation of Standing Committee Chairman Position.** In the event the Standing Committee Member whose turn in the rotation has arrived is unavailable due to a vacancy, is ineligible to serve, or declines to serve as Chairman, that position in the rotation shall be passed over for that rotation cycle. The next representative in the rotation shall serve as Chairman for the applicable one-year term, and the rotation shall thereafter continue in its established order.

1.2.14.5 Each Standing Committee Chairman shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

1.2.14.6 In the absence of the Committee Chairman, the Standing Committee members present shall select a temporary Chairman from among the Standing Committee members present by consensus. If consensus cannot be reached, the temporary Chairman shall be selected by the affirmative vote of a majority of the Standing Committee members present. The temporary Chairman shall preside only for the duration of that meeting.

Adopted: 2026-__.

APPENDICES

Appendix A: Audit Committee Charter……A-1
Appendix B: Environmental Stewardship Committee Charter……B-1
Appendix C: Finance Committee Charter ……C-1
Appendix D: Right-of-Way Committee Charter……D-1

Appendix A: Audit Committee Charter

Part 1. Purpose

1.1 The primary function of the Audit Committee (**"Committee"**) is to assist the Governing Board of the Central Florida Expressway Authority (**"CFX Board"**) in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. The Committee shall have no independent authority to bind CFX.

1.2 In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the CFX Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the CFX Board.

Part 2. Membership Requirements

2.1 Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

Part 3. Responsibilities

3.1 The Committee shall have the responsibilities as established in this Part.

3.2 **Financial Reporting Oversight.** Reviewing the following with Management and the external auditors:

(A) The annual financial statements and related footnotes;

(B) The external auditors' audit of the financial statements and their report;

(C) Management's representations and responsibilities for the financial statements;

(D) Any significant changes required in the audit plan;

(E) Information from the external auditors regarding their independence;

(F) Any difficulties or disputes with Management encountered during the audit;

(G) The organization's accounting principles; and

(H) All matters required to be communicated to the Committee under generally accepted auditing standards.

(I) Reviewing with Management, CFX's financial performance on a regular basis.

3.3 Internal Control and Risk Assessment

(A) Reviewing with Management the effectiveness of the internal control system, including information technology security and control.

(B) Reviewing with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.

(C) Reviewing any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

3.4 Compliance. Reviewing with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

3.5 Code of Ethics

(A) Reviewing with Management and monitor adequacy, administration, and compliance with CFX's Code of Ethics.

(B) Reviewing the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

3.6 Internal Audit

(A) Recommending to the CFX Board appointment or removal of the Internal Audit Director and/or consultant.

(B) Reviewing and recommending the annual internal audit plan and all major changes to the plan.

(C) Reviewing the internal audit budget for submittal to the Finance Committee.

(D) Reviewing and recommending the Internal Auditor Charter.

(E) Reviewing internal audit reports and recommending transmittal and acceptance of the audit for filing with the CFX Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.

(F) Annually reviewing the performance of the Internal Audit Director and/or consultant.

(G) Annually reviewing the effectiveness of the internal audit function.

3.7 External Audit. For any and all audits required by Section 218.391, Florida Statutes, and to the extent consistent with such requirements:

(A) Appointing Committee Members to serve on the auditor selection committee for CFX's procurement of such external audit services.

(B) Reviewing and affirming any such auditor selection committee's recommendation to award a contract to an external auditor.

(C) Reviewing and recommending the discharge of the external auditors.

(D) Reviewing the scope and approach of the annual audit with the external auditors.

3.8 Other Authority and Responsibilities

(A) Conducting other activities as requested by the CFX Board.

(B) Conducting or authorizing investigations into any matter within the Committee's scope of responsibilities.

(C) Addressing any disagreements between Management and the internal auditors or external auditors.

(D) Annually evaluating the Committee's responsibilities as outlined in this Charter and making recommendations, as needed.

(E) Confirming annually that all responsibilities outlined in this Charter have been carried out.

Part 4. Support Staff

4.1 The Internal and external auditors shall have direct and independent access to the Committee and individually to members of the Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the CFX's Procurement Policy and budget as approved by the CFX Board for the applicable fiscal year.

4.2 The Executive Director shall appoint the Chief Financial Officer and other applicable staff as designated by the Chief Financial Officer or Executive Director to support and serve as advisors to the Committee. If the position of Chief Financial Officer is vacant, or if the Chief Financial Officer is incapacitated or otherwise unable to perform the responsibilities assigned under this Charter, the Executive Director may designate another qualified individual to fulfill such responsibilities.

4.3 CFX may additionally retain independent contractors and consultants to assist in the conduct of such staff support responsibilities, subject to CFX's Procurement Policy and budget as approved by the CFX Board for the applicable fiscal year. In the absence of the Chief Financial Officer, the Executive Director may appoint a designee they deem qualified.

Part 5. Meetings

5.1 The Committee shall meet at least quarterly. Meetings may be called by the CFX Board Chairman, Executive Director, Chief Financial Officer, the Committee Chairman, or the Internal Auditor at the request of a Committee member. Public notice shall be provided by support staff in accordance with Florida law and CFX policy.

5.2 The agenda will be prepared by the Internal Auditor in a form compliant with Section 1.2.6: Form of Committee Meeting Agendas of the CFX Code of Policies and provided electronically in advance to members, along with appropriate briefing materials.

5.3 Committee recommendations shall be submitted to the CFX Board for approval by support staff at the next regularly scheduled meeting of the CFX Board practicable. Committee meeting materials shall be made available electronically to the CFX Board for information.

Appendix B: Environmental Stewardship Committee Charter

Part 1. Purpose

1.1 The primary function of the Environmental Stewardship Committee (**"Committee"**) is to assist the Governing Board of the Central Florida Expressway Authority (**"CFX Board"**) in fulfilling its responsibilities by providing guidance for the protection of the natural environment through conservation and sound environmental stewardship practices. The Committee shall have no independent authority to bind CFX.

Part 2. Responsibilities

2.1 The Committee shall serve in an advisory capacity to the CFX Board. The Committee shall review projects, programs, initiatives, and practices designed to support the responsible use, conservation, restoration, stewardship, and protection of the natural environment in relation to CFX projects.

Part 3. Membership Requirements

3.1 Committee members should possess expertise or experience in environmental protection, conservation, restoration practices, or related fields.

Part 4. Support Staff

4.1 The Executive Director shall appoint the Chief of Infrastructure or their designee and other applicable staff as designated by the Chief of Infrastructure or Executive Director to support and serve as advisors to the Committee. If the position of Chief of Infrastructure is vacant, or if the Chief of Infrastructure is incapacitated or otherwise unable to designate a designee to perform the responsibilities assigned under this Charter, the Executive Director may designate another qualified individual to fulfill such responsibilities.

4.2 CFX may additionally retain independent contractors and consultants to assist in the conduct of such staff support responsibilities, subject to CFX's procurement policy and budget as approved by the CFX Board for the applicable fiscal year.

Part 5. Meetings

5.1 The Committee shall meet as necessary to conduct its business. Regular meetings may be scheduled as needed. Special meetings may be called by the Executive Director, Chief of Infrastructure, or Committee Chairman when circumstances require expedited consideration of a matter. Public notice shall be provided by support staff in accordance with applicable Florida law and CFX policy.

5.2 An agenda will be prepared by the Executive Director, or their designee, and the Chief of Infrastructure, or their designee, in a form compliant with **Section 1.2.6: Form of Committee**

Meeting Agendas of the CFX Code of Policies and will be provided electronically in advance to Committee members, along with appropriate briefing materials.

5.3 Committee recommendations shall be submitted to the CFX Board for approval at the next regularly scheduled meeting of the CFX Board practicable. Draft committee meeting materials shall be made available electronically to the CFX Board for information.

Appendix C: Finance Committee Charter

Part 1. Purpose

1.1 The primary function of the Finance Committee (**"Committee"**) is to assist the Governing Board of the Central Florida Expressway Authority (**"CFX Board"**) in fulfilling its responsibilities by making financial and budgetary recommendations. The Committee shall have no independent authority to bind CFX.

Part 2. Responsibilities

2.1 The Committee serves in an advisory capacity to the CFX Board. The Committee shall review and provide recommendations to the Executive Director, Chief Financial Officer, and the CFX Board regarding budgeting, debt structure and issuance, liquidity, credit management, financial forecasting, and interest rate risk management.

Part 3. Membership Requirements

3.1 Committee members should have financial management expertise in governmental accounting and experience in public finance.

Part 4. Support Staff

4.1 The Executive Director shall appoint the Chief Financial Officer or their designee and other applicable staff as designated by either the Chief Financial Officer or the Executive Director to support and serve as advisors to the Committee. If the position of Chief Financial Officer is vacant, or if the Chief Financial Officer is incapacitated or otherwise unable to designate a designee to perform the responsibilities assigned under this Charter, the Executive Director may designate another qualified individual to fulfill such responsibilities.

4.2 CFX may additionally retain independent contractors and consultants to assist in the conduct of such staff support responsibilities, subject to CFX's Procurement Policy and budget as approved by the CFX Board for the applicable fiscal year.

Part 5. Meetings

5.1 The Finance Committee shall meet as necessary to conduct its business. Regular meetings may be scheduled as needed. Special meetings may be called by the Executive Director, Chief Financial Officer, or Committee Chairman when circumstances require expedited consideration of a matter. Public notice shall be provided in accordance with applicable Florida law and CFX policy.

5.2 An agenda will be prepared by the Executive Director or their designee and the Chief Financial Officer or their designee in a form compliant with **Section 1.2.6: Form of Committee Meeting Agendas** of the CFX Code of Policies and provided electronically in advance to members,

along with appropriate briefing materials.

5.3 Committee recommendations shall be submitted to the CFX Board for approval at the next regularly scheduled meeting of the CFX Board practicable. Committee meeting materials shall be made available electronically to the CFX Board for information.

CHAPTER 1: GOVERNING BOARD	Adopted By: Res. 2026-___
Article 2: Board Advisory Committees	Last Revision: N/A
	Version Date: _____

Appendix D: Right-of-Way Committee Charter

Part 1. Purpose

1.1 The primary function of the Right-of-Way Committee (**"Committee"**) is to assist the Governing Board of the Central Florida Expressway Authority (**"CFX Board"**) in fulfilling its responsibilities by making real property acquisition and disposition related recommendations. The Committee shall have no independent authority to bind CFX.

Part 2. Responsibilities

2.1 The Committee serves in an advisory capacity to the CFX Board. The Committee shall review and provide recommendations to the Executive Director, General Counsel, and the CFX Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlement.

Part 3. Membership Requirements

3.1 Committee members should possess experience in Florida eminent domain matters, property acquisition and disposition, or related fields.

3.2 For each Committee member, the CFX Board shall appoint an alternate using the same appointment method provided in Section 1.2.12: Standing Committee Member Appointments of the CFX Code of Policies. An alternate may only vote when the committee member for which they serve as alternate is absent.

Part 4. Support Staff

4.1 The Executive Director shall appoint the General Counsel or their designee and other applicable staff as designated by the General Counsel or Executive Director to support and serve as advisors to the Committee. If the position of General Counsel is vacant, or if the General Counsel is incapacitated or otherwise unable to designate a designee to perform the responsibilities assigned under this Charter, the Executive Director may designate another qualified individual to fulfill such responsibilities.

4.2 CFX may additionally retain independent contractors and consultants to assist in the conduct of such staff support responsibilities, subject to CFX's Procurement Policy and budget as approved by the CFX Board for the applicable fiscal year.

Part 5. Meetings

5.1 The Committee shall meet as necessary to conduct its business. Special meetings may be scheduled by the Executive Director, General Counsel, or Committee Chairman when circumstances require expedited consideration of a matter. Public notice shall be provided by

support staff in accordance with applicable Florida law and CFX policy.

5.2 An agenda will be prepared by the Executive Director or their designee and the General Counsel or their designee in a form compliant with **Section 1.2.6: Form of Committee Meeting Agendas** of the CFX Code of Policies and provided electronically in advance to members, along with appropriate briefing materials.

5.3 Committee recommendations shall be submitted to the CFX Board for approval at the meeting at which the CFX Board will be considering the item that is subject to such recommendation. Committee meeting materials shall be made available electronically to the CFX Board for information.

Resolution No. 2026-____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING ARTICLE 1 ("ADMINISTRATION") OF CHAPTER 3 ("ADMINISTRATION"), CFX CODE OF POLICIES; REPEALING AND SUPERSEDING ALL PRIOR BOARD POLICIES AND RESOLUTIONS CONCERNING THE SUBJECT MATTER THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 348, Part III, Florida Statutes, the Central Florida Expressway Authority (**"CFX"**) is authorized to employ an executive director and its own counsel; and

WHEREAS, the Governing Board of CFX (the **"Board"**) recognizes that a clear and accountable governance framework for CFX administration requires defined authority, responsibilities, reporting relationships, and continuity provisions for the Executive Director and General Counsel; and

WHEREAS, the Board has determined that periodic review and revision of its administration policies are necessary to support effective leadership, lawful and efficient operations, informed Board oversight, and consistent implementation of Board policy and direction.

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

1. Adoption of Chapter 3, Article 1, CFX Code of Policies

A. Article 1 (**"Administration"**), as attached to this Resolution, is hereby adopted and made part of Chapter 3 (**"Administration"**) of the CFX Code of Policies.

B. By adoption of this Resolution, the Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained in Article 1 (**"Administration"**), including without limitation any previous Board policy specifically intended to address the positions of either the Executive Director or General Counsel, including Resolutions 2009-087 and 2010-105. All prior actions as they relate to such subject matter are hereby affirmed to the extent such actions were consistent with either the then-effective policy or the policy adopted by this resolution.

2. Effective Date. This resolution shall be effective as of the date set forth below.

ADOPTED on this 8th day of October 2026.

Buddy Dyer
Board Chairman

ATTEST:_____
Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality:

Cristina T. Berrios
General Counsel

CHAPTER 3: ADMINISTRATION	Adopted By: Res. 2026-___
Article 1: Administration	Last Revision: N/A
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Division I: General Provisions

Section 3.1.1 Title

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

Adopted: 2026-__.

Section 3.1.2 Authority

3.1.2.1 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 employ an executive director and its own counsel.

Adopted: 2026-__.

Section 3.1.3 Statement of Policy

3.1.3.1 The CFX Governing Board (the **"Board"**) adopts this Administration Policy to establish a clear and accountable governance framework for the administration of CFX through the positions of Executive Director and General Counsel.

3.1.3.2 It is the policy of the Board that CFX be administered in a manner that:

(A) Advances CFX's mission and statutory responsibilities;

(B) Implements the policies, strategic direction, and priorities established by the Board;

(C) Promotes effective leadership, sound administration, fiscal responsibility, operational efficiency, ethical conduct, and accountability;

(D) Clearly defines the respective authority, responsibilities, and reporting relationships of the Executive Director and General Counsel;

(E) Supports informed Board oversight and decision-making; and

(F) Ensures the lawful, effective, and efficient administration and operation of CFX.

Adopted: 2026-__.

Division II: Executive Director

Section 3.1.4 Position

3.1.4.1 The Executive Director shall be the Chief Executive Officer of CFX. The person holding the position may use the title "Executive Director," "Chief Executive Officer," or "Executive Director and Chief Executive Officer" when conducting CFX business.

Adopted: 2026-__.

Section 3.1.5 Appointment and Reporting

3.1.5.1 The Board shall select and appoint the Executive Director by affirmative vote and shall retain authority over the evaluation, discipline, and termination of the Executive Director.

3.1.5.2 The Executive Director shall report directly to and be accountable to the Board as a body for the performance of the duties and responsibilities of the position, the implementation of Board policy and direction, and the administration and operation of CFX.

3.1.5.3 The Executive Director shall be responsible for implementing the direction of the Board acting as a body and shall not be required to implement direction from any individual Board member unless expressly authorized by an affirmative vote of the Board.

Adopted: 2026-__.

Section 3.1.6 Employment Agreement

3.1.6.1 The Executive Director shall serve pursuant to a written employment agreement approved by affirmative vote of the Board.

3.1.6.2 The employment agreement then in effect shall govern the Executive Director's compensation, contractual term, termination benefits, and other terms and conditions of service and shall control over any conflicting provision of this Policy, provided that nothing in any such employment agreement may limit or restrict the Board's authority to terminate the Executive Director for cause.

Adopted: 2026-__.

Section 3.1.7 Authority and Responsibilities

3.1.7.1 Subject to applicable law, this Code, and Board action, the Executive Director shall have general authority and responsibility for CFX's administration, operations, programs, projects, and business affairs. In exercising such authority and carrying out such responsibilities, the Executive Director shall:

(A) Implement the policies, directives, budgets, programs, projects, and strategic objectives approved by the Board;

(B) Exercise the executive and administrative authority necessary to carry out CFX's statutory purposes;

(C) Recommend policies, budgets, programs, projects, and strategic initiatives for Board consideration;

(D) Provide the Board with the information, analysis, recommendations, and alternatives reasonably necessary to support informed decision-making;

(E) Keep the Board reasonably informed regarding matters material to CFX's operations, finances, legal obligations, strategic objectives, public responsibilities, or reputation;

(F) Timely present matters requiring Board consideration or action;

(G) Represent CFX in its relationships with governmental entities, regional partners, industry organizations, stakeholders, customers, and the public;

(H) Be responsible for the organizational structure, management, and direction of CFX employees;

(I) Immediately notify the Board whenever the status of employment of any chief-level employee, including the General Counsel, is changed; and

(J) Any other activities as directed by the Board, or as outlined in the Executive Director's job description or employment agreement.

3.1.7.2 The Executive Director may execute any agreement approved by the Board, together with any amendment, certificate, instrument, or other document necessary to effectuate the Board's approval, provided that no such document materially modifies the terms approved by the Board.

3.1.7.3 The Executive Director may approve and execute any agreement not otherwise governed by the Procurement or Real Property Chapters of this Code without further approval by the Board so long as such agreement:

(A) Does not exceed the monetary value of the Multi-Year Procurement Threshold as set forth in and adjusted pursuant to the Procurement Policy, including all amounts that CFX may be obligated to pay during the entire term of the agreement, any renewal or extension period exercisable by CFX, and any amendment to the agreement;

(B) Does not waive CFX's sovereign immunity protections under Section 768.28, Florida Statutes;

(C) Does not require CFX to indemnify, defend, or otherwise assume liability for another party except for claims arising from CFX's own negligent acts or omissions, with CFX's liability expressly limited to the monetary limitations provided in Section 768.28, Florida Statutes. Notwithstanding the foregoing, the Executive Director may approve an agreement containing broader indemnification, defense, or assumption of liability provisions if they determine that:

(1) CFX cannot reasonably obtain the agreement without accepting the broader obligation;

(2) Accepting the broader obligation is in the best interests of CFX and the benefits of the agreement justify the additional risk; and

(3) CFX's total liability under any such provision remains expressly limited to the monetary limitations set forth in Section 768.28, Florida Statutes.

(D) With the exception of standard contractual waivers and risk-allocation provisions

approved by the General Counsel (e.g., jury trial waivers, attorneys' fee provisions, venue provisions, governing law provisions, limitations of liability, and waivers of consequential damages), does not include a release or waiver of existing or future claims by CFX except as permitted under **Subsection 3.1.7.4** below.

3.1.7.4 The Executive Director may approve and execute a release or waiver of claims on behalf of CFX with the written concurrence of the General Counsel. For purposes of this Section, a release or waiver of claims includes any release, waiver, covenant not to sue, settlement, compromise, or similar provision by which CFX relinquishes, settles, compromises, discharges, or agrees not to pursue existing or future claims. Board approval shall be required before execution of any release or waiver of claims that would result in a significant relinquishment of any claim, remedy, recovery, or other legal or financial interest of CFX. Either the Executive Director or the General Counsel may determine that a proposed release or waiver of claims requires Board approval under this Section.

Adopted: 2026-__.

Section 3.1.8 Performance Evaluation

3.1.8.1 The Board shall evaluate the Executive Director's performance in accordance with the employment agreement then in effect and any evaluation process established by the Board.

3.1.8.2 The evaluation may include strategic objectives, performance expectations, and other criteria established by the Board.

Adopted: 2026-__.

Section 3.1.9 Absence, Incapacity, or Vacancy

3.1.9.1 The Executive Director may designate a qualified chief-level employee to serve as Acting Executive Director during an anticipated temporary absence and shall promptly notify the Board of such designation. If the anticipated absence is expected to exceed, or ultimately exceeds, 30 consecutive calendar days, the designation shall be presented to the Board for ratification at the next regular meeting of the Board practicable.

3.1.9.2 If the Executive Director is unable to perform the responsibilities of the position and has not designated an Acting Executive Director pursuant to **Subsection 3.1.9.1** above, or if a designated Acting Executive Director is unable to serve, the Board shall be promptly notified and the Chief Financial Officer shall serve as Acting Executive Director. If the Chief Financial Officer is unable to serve, the Chief of Infrastructure shall serve as Acting Executive Director.

3.1.9.3 If the position of Executive Director becomes vacant while an Acting Executive Director is serving pursuant to this Section, the Acting Executive Director shall continue to serve in that capacity until the Board designates another Acting Executive Director or selects and appoints a new Executive Director. If the position of Executive Director becomes vacant and no Acting Executive Director is then serving, the Acting Executive Director shall be determined in accordance with **Subsection 3.1.9.2** above. and shall continue to serve until the Board designates another Acting Executive Director or selects and appoints a new Executive Director.

3.1.9.4 An Acting Executive Director serving pursuant to this Section shall possess and may exercise all powers, duties, responsibilities, and authorities of the Executive Director unless otherwise provided by law, this Code, or Board action.

Adopted: 2026-__.

Division III: General Counsel

Section 3.1.10 Position

3.1.10.1 The General Counsel shall be the chief legal officer of CFX and shall be responsible for directing and overseeing CFX's legal affairs as provided in this Division.

3.1.10.2 The General Counsel shall be an active member in good standing of the Florida Bar and shall remain qualified to practice law in the State of Florida.

3.1.10.3 As required by CFX's enabling legislation, the General Counsel shall serve as CFX's Ethics Officer and shall exercise the authority and perform the responsibilities assigned to that role by applicable law and CFX policy.

Adopted: 2026-__.

Section 3.1.11 Appointment and Reporting

3.1.11.1 The Executive Director shall select and appoint the General Counsel.

3.1.11.2 The General Counsel shall report to and receive direction from the Executive Director.

3.1.11.3 The reporting relationship established by this Section shall not limit the General Counsel's professional obligations as CFX's chief legal officer or statutory responsibilities as Ethics Officer, nor prevent or otherwise restrict the General Counsel from acting upon direction provided by affirmative vote of the Board. In the event of a conflict between direction provided by the Executive Director and direction provided by the Board, the Board's direction shall control.

Adopted: 2026-__.

Section 3.1.12 Legal Authority and Responsibilities

3.1.12.1 The General Counsel shall serve as CFX's chief legal officer and shall provide or oversee the legal services necessary for the lawful governance, administration, and operation of CFX, including legal advice and counsel, legal review of CFX activities and official actions, oversight of litigation and other legal proceedings, and the performance of all responsibilities assigned to the Ethics Officer by applicable law and CFX policy.

3.1.12.2 Except with respect to the administration of legal services and the management of the Legal Department, the General Counsel's responsibilities are advisory in nature and do not include making policy, operational, financial, strategic, or other management decisions on behalf of CFX.

3.1.12.3 The General Counsel shall direct and oversee legal services provided to CFX by outside counsel and legal consultants, who shall report to and receive direction from the General Counsel. Notwithstanding the foregoing, the Executive Director may assign legal services in the areas of human resources and employment law, bond counsel, and disclosure counsel directly to outside counsel. Outside counsel providing legal services pursuant to such assignment shall report to and receive direction as determined by the Executive Director, and

the General Counsel shall have no responsibility for providing, directing, or overseeing legal services within the assigned area of practice. The General Counsel shall have direction and oversight over all other areas of legal practice.

Adopted: 2026-__.

Section 3.1.13 Professional Responsibility

3.1.13.1 The General Counsel shall exercise independent professional judgment in carrying out the responsibilities of the position and shall act in accordance with their obligations of a member of The Florida Bar and the legal, ethical, and statutory requirements of the position.

3.1.13.2 The General Counsel shall be supported in the exercise of their independent professional judgment in fulfilling the responsibilities of the position.

3.1.13.3 The General Counsel shall promptly inform the Board, the Audit Committee, or both, should the General Counsel determine that an actual or proposed action, decision, practice, or course of conduct may violate the law or applicable ethical standards or has a reasonable likelihood of exposing CFX to significant legal or compliance risk.

Adopted: 2026-__.

Section 3.1.14 Representation of CFX

3.1.14.1 The General Counsel represents CFX as an organization and shall provide legal advice and services to the Board, the Executive Director, and CFX employees or public officers acting within the scope of their duties on behalf of CFX. Such advice and services shall be provided as part of the attorney-client relationship between the General Counsel and CFX and in furtherance of CFX's lawful powers, duties, objectives, and institutional interests.

3.1.14.2 The General Counsel may undertake, or retain outside counsel to undertake, representation of individual Board members, the Executive Director, any CFX employee, or any other public officer of CFX in an individual capacity in connection with matters arising from the performance of their official duties on behalf of CFX, provided that the General Counsel determines such representation to be in the best interests of CFX.

Adopted: 2026-__.

Section 3.1.15 Performance Evaluation

3.1.15.1 The Executive Director shall evaluate the General Counsel's performance in accordance with applicable CFX policies.

3.1.15.2 The evaluation shall recognize the independent professional judgment required of CFX's chief legal officer and the statutory responsibilities assigned to the Ethics Officer.

Adopted: 2026-__.

Section 3.1.16 Absence, Incapacity, or Vacancy

3.1.16.1 With the approval of the Executive Director, the General Counsel may designate a qualified Florida licensed attorney to serve as Acting General Counsel during an anticipated temporary absence.

3.1.16.2 If the General Counsel is unable to perform the responsibilities of the position and no designated Acting General Counsel is available, the Executive Director may designate a qualified Florida licensed attorney to serve as Acting General Counsel until the General Counsel resumes the responsibilities of the position or the Executive Director selects and appoints a new General Counsel in accordance with this Division and applicable law.

3.1.16.3 An Acting General Counsel shall perform the responsibilities assigned by law to CFX's Ethics Officer during the period in which the Acting General Counsel is serving.

Adopted: 2026-__.

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING ARTICLE 2 ("HUMAN RESOURCES") OF CHAPTER 3 ("ADMINISTRATION"), CFX CODE OF POLICIES; REPEALING AND SUPERSEDING ALL PRIOR BOARD POLICIES AND RESOLUTIONS CONCERNING THE SUBJECT MATTER THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to employ an executive secretary, an executive director, its own counsel and legal staff, technical experts, and the engineers and employees that it requires; and

WHEREAS, the Governing Board of CFX (the **"Board"**) recognizes that a modern, equitable, and well-defined human resources framework supports the recruitment, development, retention, and accountability of a highly qualified workforce and promotes the effective administration of agency operations; and

WHEREAS, the Board has determined that periodic review and revision of its Human Resources policies are necessary to ensure that such policies continue to support CFX's operational needs, reflect current business and employment practices, provide clear guidance to employees and supervisors, and maintain a comprehensive and effective framework for workforce administration.

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

1. Adoption of Chapter 3, Article 2, CFX Code of Policies

A. Article 2 (**"Human Resources"**) as attached to this resolution is hereby adopted and made part of Chapter 3 (**"Administration"**) of the CFX Code of Policies.

B. By adoption of this Resolution, the Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained in Article 2 (**"Human Resources"**), including without limitation any previous versions of the Human Resources Policy, the Drug & Alcohol Policy, the Performance-Based Pay Policy, and the CFX Employee Handbook.

2. **Effective Date.** This resolution shall be effective as of the date set forth below.

ADOPTED on this 8th day of October 2026.

Buddy Dyer
Board Chairman

ATTEST:_____
Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality:

Cristina T. Berrios
General Counsel

CHAPTER 3: ADMINISTRATION	Adopted By: Res. 2026-___
Article 2: Human Resources	Last Revision: N/A
	Version Date: _____

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Article 2: Human Resources	Last Revision: N/A
	Version Date: _____

Division I: General Provisions

Section 3.2.1 Title

3.2.1.1 The provisions of this Article shall be known and cited as the **"Human Resources Policy"** or **"HR Policy"**.

Adopted: 2026-__.

Section 3.2.2 Authority

3.2.2.1 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 employ an executive secretary, an executive director, its own counsel and legal staff, technical experts, and the engineers and employees that it requires.

3.2.2.2 As an expressway authority established under Chapter 348, Florida Statutes, CFX is a public agency and employer and, as such, is subject to the applicable provisions of Chapter 112, Florida Statutes (Public Officers and Employees: General Provisions).

Adopted: 2026-__.

Section 3.2.3 Statement of Policy

3.2.3.1 The CFX Governing Board (the **"Board"**) hereby adopts this Human Resources Policy to establish the policies governing employment and human resource management at CFX and to support the recruitment, retention, development, and effective management of a qualified workforce.

3.2.3.2 Subject to applicable law, CFX retains the sole discretion to determine the terms and conditions of employment and to take any lawful employment action it deems appropriate. Nothing in this Article shall be construed to restrict, condition, or limit the Board's authority to approve, authorize, or undertake any action relating to the subject matter of this Article, provided such action is not inconsistent with applicable law and the Board finds that the action is in the best interests of CFX.

Adopted: 2026-__.

Section 3.2.4 CFX Employee Handbook

3.2.4.1 The Human Resources Department shall be responsible for the implementation and administration of this Article and the CFX Employee Handbook.

3.2.4.2 The Director of Human Resources shall develop, maintain, and review the CFX Employee

Handbook and shall present the CFX Employee Handbook to the Executive Director for annual review and approval. The Director of Human Resources shall also recommend interim revisions as may be necessary to reflect changes in law, policy, operational needs, or organizational practices.

3.2.4.3 The CFX Employee Handbook shall serve as the primary administrative guide for the implementation of this Article and provide employees and supervisors with guidance regarding employment practices, workplace expectations, benefits, procedures, and other matters relating to employment at CFX.

3.2.4.4 The CFX Employee Handbook shall be consistent with this Article, and nothing contained in the CFX Employee Handbook shall supersede, modify, waive, or conflict with any provision of this Article.

Adopted: 2026-__.

Section 3.2.5 Training and Professional Development

3.2.5.1 CFX is committed to providing employees with training necessary to perform their duties safely, effectively, and in compliance with applicable laws, regulations, policies, and operational requirements.

3.2.5.2 Employees shall complete all training required by CFX as a condition of employment. The Human Resources Department shall coordinate and track the completion of required training, except for the biennial ethics training required by the CFX Code of Ethics, which shall be coordinated and tracked by the General Counsel.

3.2.5.3 Required training shall include, as applicable, new hire orientation, workplace conduct, workplace safety, security, cybersecurity, records management, procurement, vehicle operations, travel, and any other training required by applicable law or otherwise determined by the Board or the Executive Director to be in the best interests of CFX.

Adopted: 2026-__.

Division II: General Employment

Section 3.2.6 Employment at Will

3.2.6.1 CFX is an at-will employer. Nothing in this Article, the CFX Employee Handbook, any employment application, offer letter, policy, procedure, personnel action, performance evaluation, or other written or oral communication by or on behalf of CFX is intended to create or may be construed as creating a contract of employment, a guarantee of continued employment, or any employment rights inconsistent with the at-will nature of employment.

3.2.6.2 Employment with CFX is voluntarily entered into and may be terminated by either CFX or the employee at any time, with or without notice and with or without cause, for any lawful reason.

3.2.6.3 CFX may reduce its workforce, eliminate positions, or reorganize its operations when deemed necessary or appropriate and in the best interests of CFX. The authority to determine whether such action is warranted, and the timing, scope, and implementation thereof, shall reside within the sole discretion of the Executive Director or the CFX Board.

3.2.6.4 Notwithstanding any other provision in this **Section 3.2.6: Employment at Will**, the CFX

Board may approve and execute written employment agreements with employees. Employees serving pursuant to a written employment agreement approved and executed by the CFX Board shall have such rights, obligations, and terms and conditions of employment as are set forth in that agreement.

Adopted: 2026-__.

Section 3.2.7 Employee Performance and Corrective Action

3.2.7.1 **Employee Performance.** CFX shall maintain a performance evaluation program to assess employee performance, communicate expectations, recognize accomplishments, identify opportunities for improvement, and support employee development. The Human Resources Department shall be responsible for administering the performance evaluation program. Employee performance evaluation forms and procedures shall be developed by the Director of Human Resources and shall be subject to the Executive Director's approval.

(A) **Annual Performance Evaluations.** Each employee shall receive a performance evaluation at least annually.

(B) **Probationary Performance Evaluations.** Newly hired employees shall successfully complete an initial probationary period of at least ninety (90) days, which may be extended by the Executive Director in their sole discretion. During the probationary period, the employee's performance, conduct, attendance, suitability for the position, and overall ability to meet the expectations of the role shall be evaluated. A probationary performance evaluation shall be completed at the conclusion of the probationary period. CFX retains the right, however, to terminate an employee at any time including during the probationary period.

3.2.7.2 **Corrective Action**

(A) CFX shall maintain a system of corrective action to address employee misconduct, performance deficiencies, and other workplace issues. Corrective action may include counseling, warnings, suspension, termination, or other appropriate measures, as further described in the CFX Employee Handbook.

(B) Nothing in this **Subsection 3.2.7.2** or the CFX Employee Handbook may alter or be construed as altering an employee's at-will status or any due process rights required by applicable law.

(C) Employees shall not be entitled to progressive discipline, and CFX reserves the right to determine the nature and extent of corrective action appropriate under the circumstances, including termination of employment without prior counseling or warning.

Adopted: 2026-__.

Section 3.2.8 Compensation Program

3.2.8.1 CFX shall maintain an employee compensation program designed to support the recruitment, retention, and development of a qualified workforce and to provide compensation that is equitable, competitive, fiscally responsible, and consistent with applicable law.

3.2.8.2 Employees shall be designated as full-time employees unless a part-time designation is

approved by the Executive Director as an exception. Full-time employees shall be scheduled to work a minimum of thirty-seven and one-half hours per week on a regularly scheduled basis. Part-time employment may be authorized only when determined to be appropriate based on operational needs and shall be subject to the terms, conditions, and approval requirements established by CFX.

3.2.8.3 CFX may provide compensation adjustments to eligible employees as approved by the Executive Director based on employee performance, significant changes in job duties, responsibilities, or scope of work, internal equity, labor market conditions, cost-of-living considerations, recruitment and retention needs, or other factors determined to be relevant by the Executive Director provided that funding for such compensation adjustments is available within the annual budget approved by the CFX Board.

3.2.8.4 Compensation practices, pay administration procedures, work schedules, overtime practices, and other compensation-related matters shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.9 Leave Program

3.2.9.1 CFX shall maintain an employee leave program designed to support employee well-being, work-life balance, operational effectiveness, and compliance with applicable law.

3.2.9.2 Eligible employees shall be granted paid or unpaid leave as authorized by this Article or as otherwise required by applicable law. CFX shall administer its leave program in accordance with any applicable federal and state law and the provisions of the CFX Employee Handbook.

(A) Vacation leave

(1) Each employee shall accrue vacation leave at a rate commensurate with the employee's length of service and/or position.

(2) No employee shall be permitted to carry forward more than four hundred eighty (480) hours of accrued vacation leave from one fiscal year to the next unless otherwise approved in writing by the Executive Director.

(3) Employees shall be entitled to one hundred percent (100%) payment of accrued unused vacation leave upon separation from employment; provided, however, that no employee shall be eligible for such payment unless the employee had completed at least six (6) months of continuous service with CFX prior to such separation.

(B) Sick leave

(1) Each employee shall begin accruing sick leave as of the first day of active employment.

(2) Eligible employees shall be entitled to payment of accrued unused sick leave upon separation from employment; provided, however, that:

(a) No employee shall be eligible for such payment unless the employee had completed at least five (5) years of continuous service with CFX prior to such separation.

(b) An employee who had completed at least five (5) years, but less than ten (10) years, of continuous service with CFX prior to separation shall be entitled to payment of twenty-five percent (25%) of the employee's accrued unused sick leave.

(c) An employee who had completed ten (10) or more years of continuous service with CFX prior to separation shall be entitled to payment of fifty percent (50%) of the employee's accrued unused sick leave.

(C) **Bereavement leave**. All employees shall be eligible for leave in the event of a death in their immediate or extended family up to thirty-seven and one-half hours. Eligibility requirements, leave amounts, request procedures, and related administrative details shall be set forth in the CFX Employee Handbook.

(D) **Personal leave of absence.** CFX may grant personal leaves of absence, without pay, in some cases. A personal leave of absence that does not otherwise fall within another classification of leave provided in this Article may be granted up to a maximum of thirty (30) calendar days. An extension beyond thirty (30) days will be considered in the event of serious or extenuating circumstances and will be determined by the Executive Director.

(E) **Voting leave.** CFX encourages its employees to participate in the election of government leaders. Therefore, for primary and general state and federal elections, one (1) hour of paid leave shall be provided for this purpose.

(F) **Holiday Leave**

(1) Employees shall be entitled to paid holidays consisting of:

(a) New Year’s Day; Birthday of Dr. Martin Luther King, Jr.; Memorial Day; Independence Day; Labor Day; Veterans’ Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day; and

(b) Any day designated by the Florida Governor, the Department of Management Services, or the Florida Legislature as a paid holiday for State employees.

(2) If a holiday identified above falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

(G) **Other Types of Leave.** In addition to the leave categories otherwise provided in this Article, CFX shall provide leave required by applicable federal or state law. The administration and procedures applicable to such leave shall be governed by applicable law and the CFX Employee Handbook. Such leaves include:

(1) Family and Medical Leave Act (FMLA) leave;

(2) Military service leave and reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA);

(3) Military leave required by Chapter 250, Florida Statutes;

(4) Military caregiver leave;

(5) Qualifying exigency leave;

(6) Domestic violence leave;

(7) Jury service leave; and

(8) Any other leave required by applicable federal or state law.

Adopted: 2026-__.

Section 3.2.10 Benefits Program

3.2.10.1 CFX shall maintain an employee benefit program designed to support employee health, financial security, professional development, and overall well-being, subject to applicable law and available resources.

(A) **Insurance Benefits.** CFX shall provide eligible employees with the opportunity to participate in medical, dental, vision, life, and disability insurance programs. Employees shall be responsible for any required employee contributions and premiums as determined by applicable law, plan requirements, or CFX.

(B) **Workers' Compensation.** Employees who sustain a work-related injury or illness shall promptly report the matter in accordance with procedures established by CFX. Workers' compensation benefits shall be provided as required by applicable law.

(C) **Retirement Benefits.** Eligible employees shall be entitled to participate in the Florida Retirement System (**"FRS"**) in accordance with applicable law.

(D) **Deferred Compensation.** CFX may maintain one or more deferred compensation plans authorized by applicable law for the benefit of eligible employees.

(E) **Employee Assistance Program.** CFX may provide an Employee Assistance Program offering confidential counseling and related support services to eligible employees and their dependents.

(F) **Educational Assistance.** The Executive Director may approve educational assistance or tuition reimbursement for coursework, examinations, certifications, and other educational activities related to an employee's position or professional development, subject to requirements established in the CFX Employee Handbook.

(G) **Professional Memberships.** CFX encourages participation in professional organizations that support employee development and organizational objectives. CFX may pay or reimburse professional membership dues in accordance with the CFX Employee Handbook.

3.2.10.2 Subject to the approval of the Executive Director, the Director of Human Resources may develop and administer additional employee benefit programs or initiatives designed to support employee well-being, recruitment, retention, or professional development, provided that funding for such programs is available within the annual budget approved by the CFX Board, and that such programs are consistent with applicable law.

Adopted: 2026-__.

Division III: Workplace Policies

Section 3.2.11 Equal Employment Opportunity Policy

3.2.11.1 CFX is committed to providing equal employment opportunity to all employees and applicants for employment. Employment decisions shall be based on qualifications, merit, business needs, and the ability to perform the essential functions of the position, with or without reasonable accommodation.

3.2.11.2 CFX prohibits discrimination in any aspect of employment on the basis of race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, veteran status, or any other characteristic protected by applicable federal, state, or local law.

3.2.11.3 This Equal Employment Opportunity Policy applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, compensation, benefits, training, discipline, layoff, termination, and all other personnel actions.

3.2.11.4 Procedures regarding the reporting, investigation, and resolution of matters governed by this Equal Employment Opportunity Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.12 Americans with Disabilities Act Policy

3.2.12.1 CFX is committed to providing equal employment opportunities to qualified applicants and employees with disabilities in accordance with the Americans with Disabilities Act, as amended (**"ADA"**), and other applicable federal, state, and local laws.

3.2.12.2 CFX will provide reasonable accommodations to known physical or mental limitations of qualified applicants and employees with disabilities when such accommodations are necessary to enable the individual to perform the essential functions of a position or to enjoy equal employment opportunities, unless the accommodation would impose an undue hardship on CFX's operations or otherwise be prohibited by law.

3.2.12.3 CFX will engage in a timely, good-faith interactive process with applicants and employees who request an accommodation or when CFX otherwise becomes aware of the possible need for an accommodation.

3.2.12.4 Employees and applicants seeking a reasonable accommodation should notify Human Resources. Information regarding accommodation requests and related procedures shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.13 Anti-Harassment Policy

3.2.13.1 CFX is committed to maintaining a workplace free from harassment, bullying, intimidation, and other threatening, abusive, or otherwise inappropriate conduct. Such conduct is inconsistent with CFX's values and will not be tolerated. In addition, harassment based on any characteristic protected by applicable federal, state, or local law is strictly prohibited.

3.2.13.2 Employees are expected to conduct themselves in a manner that promotes professionalism

and to treat one another, as well as members of the public, vendors, consultants, and other business partners, with professionalism and respect. Supervisors and managers are responsible for fostering a positive work environment and addressing conduct that may violate this policy.

3.2.13.3 Procedures regarding the reporting, investigation, and resolution of matters governed by this Anti-Harassment Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.14 Whistleblower Protection Policy

3.2.14.1 CFX is committed to conducting its operations in an ethical, lawful, and accountable manner. Consistent with the Florida Whistle-blower's Act, Section 112.3187, Florida Statutes, CFX encourages employees to report suspected misconduct and prohibits retaliation against individuals who make protected disclosures in good faith.

3.2.14.2 Employees are encouraged to report information concerning any actual or suspected violation of federal, state, or local law, rule, or regulation; conduct that creates a substantial and specific danger to the public's health, safety, or welfare; or any suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, gross neglect of duty, or abuse of authority.

3.2.14.3 No employee who makes a protected disclosure, participates in an investigation, provides information, or otherwise exercises rights protected by the Florida Whistle-blower's Act shall be subjected to retaliation, reprisal, intimidation, coercion, discrimination, or adverse personnel action because of such activity.

3.2.14.4 Procedures regarding the reporting, investigation, and resolution of matters governed by this Whistleblower Protection Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.15 Anti-Nepotism Policy

3.2.15.1 CFX is committed to employment practices that promote fairness, objectivity, and public confidence in its operations. Employment decisions shall be made on the basis of qualifications, merit, operational needs, and other legitimate business considerations.

3.2.15.2 CFX shall comply with the nepotism restrictions set forth in Section 112.3135, Florida Statutes, as may be amended from time to time.

3.2.15.3 CFX prohibits employment, supervisory, reporting, or other workplace relationships that create actual or perceived conflicts of interest, favoritism, or impair the exercise of independent judgment. No employee shall directly supervise, evaluate, review, approve personnel actions concerning, or otherwise exercise authority over a relative in a manner prohibited by applicable law or CFX policy.

3.2.15.4 Procedures regarding the implementation of this Anti-Nepotism Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.16 Open Door Policy

3.2.16.1 CFX is committed to fostering a workplace that encourages open communication, mutual respect, and the timely resolution of workplace concerns. Employees are encouraged to raise questions, concerns, suggestions, or complaints regarding their employment, working conditions, workplace relationships, operational efficiencies, agency practices, or other matters affecting the workplace. CFX values employee input and believes that open dialogue contributes to a productive and effective work environment.

3.2.16.2 Employees are encouraged to discuss workplace concerns with their immediate supervisor whenever appropriate. If an employee is uncomfortable raising a concern with the immediate supervisor or if the concern is not resolved, the employee may bring the matter to the next level of supervision, the Director of Human Resources, or through other reporting channels made available by CFX, including the CFX Ethics & Compliance Hotline.

3.2.16.3 Procedures regarding the implementation of this Open Door Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.17 Violence-Free Workplace Policy

3.2.17.1 CFX is committed to maintaining a workplace that is safe, secure, and free from violence, threats of violence, intimidation, harassment, and other disruptive or threatening conduct.

3.2.17.2 Acts or threats of workplace violence, intimidation, coercion, threatening behavior, abusive conduct, or other conduct that creates a reasonable concern for the safety or well-being of any employee, Board member, customer, visitor, contractor, consultant, vendor, or member of the public are prohibited and will not be tolerated. This prohibition applies to conduct occurring in the workplace, while conducting CFX business, at CFX-sponsored events, and in any circumstance that adversely affects the workplace or CFX operations.

3.2.17.3 Employees shall conduct themselves in a professional manner and shall treat others with dignity, courtesy, and respect. Conduct that undermines workplace safety or creates a hostile, intimidating, or threatening environment is inconsistent with CFX's standards of conduct.

3.2.17.4 Employees shall immediately report any act, threat, or concern involving workplace violence or potential workplace violence in accordance with procedures established by CFX. Employees should immediately contact law enforcement whenever there is an imminent threat to the safety of any person or when emergency assistance is required.

3.2.17.5 Procedures regarding the reporting, investigation, and resolution of matters governed by this Violence-Free Workplace Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.18 Drug-Free Workplace Policy

3.2.18.1 CFX is committed to maintaining a safe, healthy, productive, and drug-free workplace and hereby establishes a Drug-Free Workplace Program in accordance with applicable law.

3.2.18.2 The unlawful manufacture, distribution, dispensation, possession, sale, purchase, transfer, or use of controlled substances in the workplace, while conducting CFX business, while

operating CFX vehicles or equipment, or while otherwise acting on behalf of CFX is prohibited.

3.2.18.3 Employees shall not report to work, remain at work, or perform the duties of their positions while their ability to safely and effectively perform such duties is impaired by alcohol, illegal drugs, unlawfully used controlled substances, or any other substance.

3.2.18.4 Employees shall not report to work, remain at work, or perform the duties of their positions while under the influence of alcohol, illegal drugs, unlawfully used controlled substances, or any other substance that impairs their ability to safely and effectively perform their assigned duties. The responsible consumption of alcohol in moderation at work-authorized off-premises social events does not, by itself, violate this provision.

3.2.18.5 Consistent with applicable law, CFX may require applicants and employees to submit to drug and alcohol testing and may establish reasonable requirements governing employee conduct, reporting obligations, rehabilitation opportunities, and other matters necessary for the administration of its Drug-Free Workplace Program.

3.2.18.6 Procedures governing employee and applicant notice, testing, confidentiality, employee assistance resources, disciplinary action, and related matters shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

Section 3.2.19 Anti-Retaliation Policy

3.2.19.1 CFX encourages employees to raise concerns regarding workplace conduct, safety, legal compliance, ethics, and other matters affecting CFX operations. Employees shall be free to report concerns, request assistance, participate in investigations, and exercise rights protected by applicable law without fear of retaliation.

3.2.19.2 CFX prohibits retaliation against any applicant, employee, former employee, volunteer, intern, contractor, or other individual who, in good faith:

(A) Reports or discloses conduct the individual reasonably believes may violate applicable law, CFX policy, or ethical standards;

(B) Files a complaint or grievance;

(C) Requests a reasonable accommodation;

(D) Reports workplace safety concerns;

(E) Participates in an investigation, audit, inquiry, hearing, or other review process;

(F) Exercises rights protected by applicable federal, state, or local law; or

(G) Assists another individual in exercising rights protected by applicable law.

3.2.19.3 Retaliation includes any adverse action, threat, intimidation, coercion, harassment, discrimination, or other conduct that would discourage a reasonable person from engaging in activity protected by this policy or applicable law.

3.2.19.4 Procedures regarding the reporting, investigation, and resolution of matters governed by this

Anti-Retaliation Policy shall be set forth in the CFX Employee Handbook.

Adopted: 2026-__.

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

FROM: Lindsey Barnwell, P.E.
Director of Construction

DATE: September 23, 2026

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 ($) October 2026	Total Amount ($) to Date*	Time Increase or Decrease
429-153	SEMA Construction, Inc.	SR 429 Widening from West Road to SR 414	$ 127,180,000.00	$ 8,745,351.91	$ 828,781.93	$ 136,754,133.84	0
599-526D	Chinchor Electric, Inc.	Wrong Way Driving Countermeasures - Phase D	$ 10,544,371.79	$ 950,428.90	$ 76,052.92	$ 11,570,853.61	0
599-571	SICE, Inc.	Systemwide Miscellaneous ITS Upgrades	$ 11,209,584.96	$ -	$ 47,525.90	$ 11,257,110.86	0
				TOTAL	**$ 952,360.75**		

* 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 429-153: SR 429 Widening from West Road to SR 414
SEMA Construction, Inc.
SA No.: 429-153-1026-11

Binion Road Slope Erosion
Repair eroded slope along SR 429 SB at Binion Road.

ADD THE FOLLOWING ITEMS:		
Binion Road Slope Erosion	$	15,336.28

Existing Inlet Grade Change
Adjust the grade for existing inlet E-211 to match pavement.

ADD THE FOLLOWING ITEMS:		
Existing Inlet Grade Change	$	18,709.38

West Road Wrong Way Driving Sensor Replacement
Replace the wrong way driving sensor at West Road.

ADD THE FOLLOWING ITEMS:		
West Road Wrong Way Driving Sensor Replacement	$	27,448.01

Median Barrier Junction Box Reset
Reset the median barrier junction boxes to be flush with the barrier wall.

ADD THE FOLLOWING ITEMS:		
Median Barrier Junction Box Reset	$	56,696.42

Bridge 3 Jacking for Bearing Reset
The jacking operation at Bridge 3 required additional build up along pedestals to allow the bridge to be jacked to reset the bearings without damaging the existing bridge deck.

ADD THE FOLLOWING ITEMS:		
Bridge 3 Jacking for Bearing Reset	$	158,594.36
SUBTOTAL THIS CHANGE:	$	158,594.36

Pipe Repair at West Road
Install two pipe liners for damaged existing pipe runs along SR 429 NB at West Road.

ADD THE FOLLOWING ITEMS:		
Pipe Repair at West Road	$	305,253.80

Bridge 3 MSE Bin Wall - Material Cost Only
Reimburse the Contractor for the material cost of the bin wall that was not included in the existing contract unit price for MSE walls.

ADD THE FOLLOWING ITEMS:		
Bridge 3 MSE Bin Wall - Material Cost Only	$	88,149.32

TOTAL AMOUNT FOR PROJECT 429-153	**$**	**828,781.93**

Project 599-526D: Wrong Way Driving Countermeasures - Phase D
Chinchor Electric, Inc.
SA 599-526D-1026-02

Plan Revision 05

Plan Revision 05 addressed differences in actual field conditions encountered from what was represented in the contract documents.

INCREASE THE FOLLOWING ITEMS:		
Vegetation Removal	$	2,872.98
Small Fiber Optic Pull Box, 24" Dia (F&I)	$	2,678.10
Junction Box (Surface Mounted) (F&I)	$	2,000.49
Fiber Optic Conduit, 3-1" HDPE SDR 11, Directional Bore	$	4,135.60
Conduit, 1-2" RGS, Aboveground	$	360.30
Conduit, 6" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	4,813.75
Conduit, 8" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 and 5-2" HDPE SDR 11, Directional Bore	$	6,457.20
Tubular Route Marker (Fiber)	$	222.77
Electrical Conductors (Furnish and Install) (No. 6)	$	37.20
	$	23,578.39
DECREASE THE FOLLOWING ITEMS:		
Fiber Optic Cable (12 SM Fiber) (F&I)	$	(501.84)
Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/ 4-1" HDPE, Directional Bore	$	(9,923.70)
Conduit, 6" HDPE SDR 11 Outer Duct W/ 2-2" HDPE SDR 11, Directional Bore	$	(474.75)
Conduit, 6" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 And 4-2" HDPE SDR 11, Directional Bore	$	(3,101.70)
Conduit, 8" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 And 3-2" HDPE SDR 11, Directional Bore	$	(3,244.50)
Conduit, 8" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 And 4-2" HDPE SDR 11	$	(2,374.00)
Electrical Power Assembly (Remove)	$	(1,454.38)
Electrical Conductors (Furnish and Install) (No. 4)	$	(2,526.51)
Electrical Conductors (Remove)	$	(287.00)
	$	(23,888.38)
ADD THE FOLLOWING ITEM:		
Electrical Power Service Rework	$	76,362.91
TOTAL AMOUNT FOR PROJECT 599-526D	**$**	**76,052.92**

Project 599-571: Systemwide Miscellaneous ITS Upgrades
SICE, Inc.
SA 599-571-1026-01

Conduit Repair
Field verification identified existing conditions in multiple areas that required repairs.

ADD THE FOLLOWING ITEMS		
Conduit (Repair), 3-1" HDPE SDR 11	$	19,356.90
Conduit (Repair), 4-1" HDPE SDR 11	$	13,691.20
Conduit (Repair), 5-1" HDPE SDR 11	$	14,477.80
TOTAL AMOUNT FOR PROJECT 599-571	**$**	**47,525.90**

CONSENT AGENDA ITEM
#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lindsey Barnwell, P.E.
Director of Construction

DATE: September 23, 2026

SUBJECT: Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528
Project No. 417-150

Board approval is requested to issue payment to Sacyr Construccion SA, Inc. in the amount of $533,497.12 for material price index adjustments for the SR 417 Widening from Narcoossee Road to SR 528 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: Handrail, Rebar/Strand.

Reviewed By:

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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**

DocuSigned by:
Ashley Anderson
47050742AF004DA...

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

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

REVISED DCE MEMORANDUM NO. 22-05
(FHWA Approved 6/17/22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by: Tim Lattner C7704ED8972C440...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

The material price adjustments for prestressed beams have been revised to appropriately reflect material cost impacts. The factor for prestressed beams is changed from 0.51 to 0.24. All other factors and requirements in DCE Memo 22-05 remain in effect.

The contractor must submit revised certifications for the affected pay items. Applicable adjustments that have been applied to monthly estimates must be corrected to the new factor with a negative Line-Item Adjustment on the next monthly estimate. Applicable adjustments on contracts final accepted prior to the date of this revised memo will remain without modification.

A revised certification and additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment.

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand 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 rebar and prestressing strand 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 rebar and prestressing strand 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.
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 rebar and prestressing strand. 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.

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.

DH/aa

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for SR 417 and Lee Vista Boulevard Interchange Signalization
Project No. 417-186, Contract No. SCON-10000449

An Invitation to Bid for the above referenced project was advertised on June 22, 2026. Two (2) responses were received by the July 22, 2026 deadline.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Chinchor Electric, lnc.	$2,929,474.90
2.	Traffic Control Devices, LLC	$3,031,031.00

The engineer's estimate for this project is $2,723,678.96 and $3,148,000.00 is included in the Five-Year Work Plan. The City of Orlando will reimburse CFX for 50% of the project cost in accordance with the agreement approved by the Board in August 2026.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary for the installation of signalization infrastructure and safety improvements.

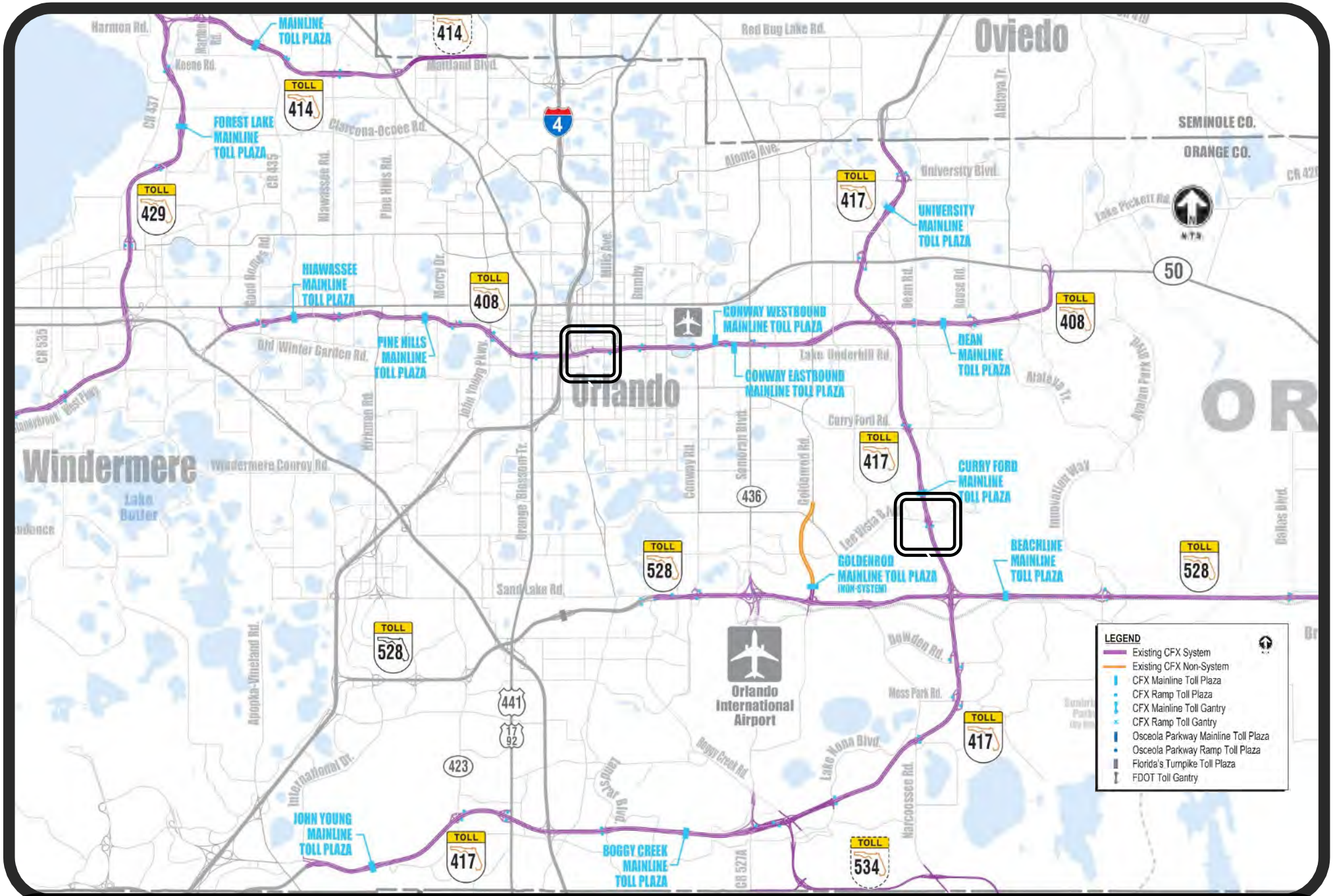
Board approval of the contract award to Chinchor Electric, Inc. in the amount of $2,929,474.90 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure



Project Location Map for
SR 417 and Lee Vista Boulevard Interchange Signalization (417-186)

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CHINCHOR ELECTRIC, INC.

SR 417 AND LEE VISTA BLVD INTERCHANGE SIGNALIZATION

PROJECT NO. 417-186
CONTRACT NO. SCON-10000449

CONTRACT AMOUNT: $2,929,474.90

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 417 AND LEE VISTA BLVD INTERCHANGE SIGNALIZATION

PROJECT NO. 417-186
CONTRACT NO. SCON-10000449

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CONTRACT NO. SCON-10000449

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CHINCHOR ELECTRIC, INC.

regarding

SR 417 AND LEE VISTA BLVD INTERCHANGE SIGNALIZATION

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 **CHINCHOR ELECTRIC, INC.** (**"Contractor"**), a Florida Profit Corporation, with its principal place of business located at 1460 South Leavitt Ave., Orange City, FL. 32763, 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. 417-186, Contract No. SCON-10000449, SR 417 and Lee Vista Blvd Interchange Signalization, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $2,929,474.90.

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 8th day of October 2026, and Chinchor Electric, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Zulay Millan
Print Name

DATE: _____

CHINCHOR ELECTRIC, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

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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. Furnish and operate any equipment necessary to facilitate safe inspection of the Work. Equipment may include, but is not limited to, aerial lifts, bucket trucks, temporary work platforms, and associated temporary traffic control. Coordinate inspection access in advance with the CEI. All costs for providing inspection access shall be incidental to the Work, no separate payment will be made.

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 218.735(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, 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 five (5) 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, and 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

CONSENT AGENDA ITEM #6

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for Systemwide Signing Improvements
Project No. 599-579, Contract No. SCON-10000452

An Invitation to Bid for the above referenced project was advertised on July 29, 2026. Three (3) responses were received by the September 1, 2026 deadline.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Chinchor Electric, lnc.	$ 965,033.64
2.	Traffic Control Devices, LLC	$1,174,600.00
3.	AUM Construction, Inc	$1,296,488.00

The engineer's estimate for this project is $855,357.63.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary for the installation of signing at multiple interchanges throughout the CFX system.

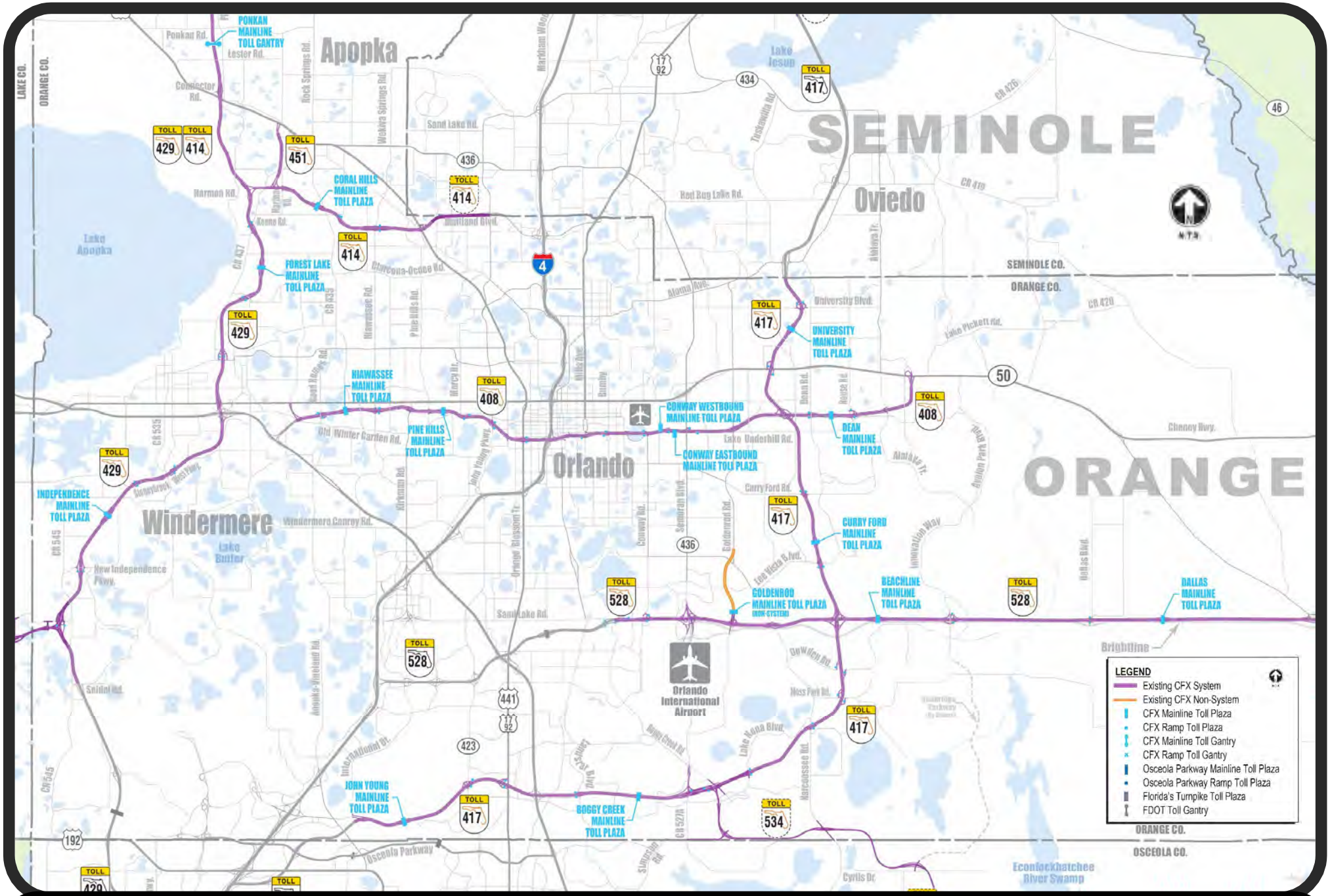
Board approval of the contract award to Chinchor Electric, Inc. in the amount of $965,033.64 is requested.

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

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure



Project Location Map for
Systemwide Signing Improvement (599-579)

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CHINCHOR ELECTRIC, INC.

SYSTEMWIDE SIGNING IMPROVEMENTS

PROJECT NO. 599-579
CONTRACT NO. SCON-10000452

CONTRACT AMOUNT: $965,033.64

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SYSTEMWIDE SIGNING IMPROVEMENTS

PROJECT NO. 599-579
CONTRACT NO. SCON-10000452

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CONTRACT NO. SCON-10000452

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CHINCHOR ELECTRIC, INC.

regarding

SYSTEMWIDE SIGNING IMPROVEMENTS

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 **CHINCHOR ELECTRIC, INC.** (**"Contractor"**), a Florida Profit Corporation, with its principal place of business located at 1460 South Leavitt Ave., Orange City, FL. 32763, 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. 599-579, Contract No. SCON-10000452, Systemwide Signing Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $965,033.64.

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. Question & Answers
5. The Plans,
6. The Special Provisions,
7. The Technical Specifications,
8. The General Specifications,
9. 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 8th day of October 2026, and Chinchor Electric, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Zulay Millan
Print Name

DATE: _____

CHINCHOR ELECTRIC, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

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. Furnish and operate any equipment necessary to facilitate safe inspection of the Work. Equipment may include, but is not limited to, aerial lifts, bucket trucks, temporary work platforms, and associated temporary traffic control. Coordinate inspection access in advance with the CEI. All costs for providing inspection access shall be incidental to the Work, no separate payment will be made.

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 218.735(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, 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.

5.12 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 five (5) 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, and 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

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Contract Award to Traffic Control Devices, LLC for SR 453 at SR 46 Safety Improvements
Project No. 453-453, Contract No. SCON-10000454

An Invitation to Bid for the above referenced project was advertised on August 4, 2026. Three (3) responses were received by the September 4, 2026 deadline.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Traffic Control Devices, LLC	$1,604,300.00
2.	SICE, Inc.	$1,746,329.27
3.	Chinchor Electric, Inc.	$1,757,459.16

The engineer's estimate for this project is $1,891,807.96 and $1,930,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to implement safety countermeasures and operational improvements along the SR 453 northbound off-ramp to SR 46 and the eastbound SR 46 to southbound SR 453 on-ramp, including related roadway, signing, lighting, and traffic monitoring improvements.

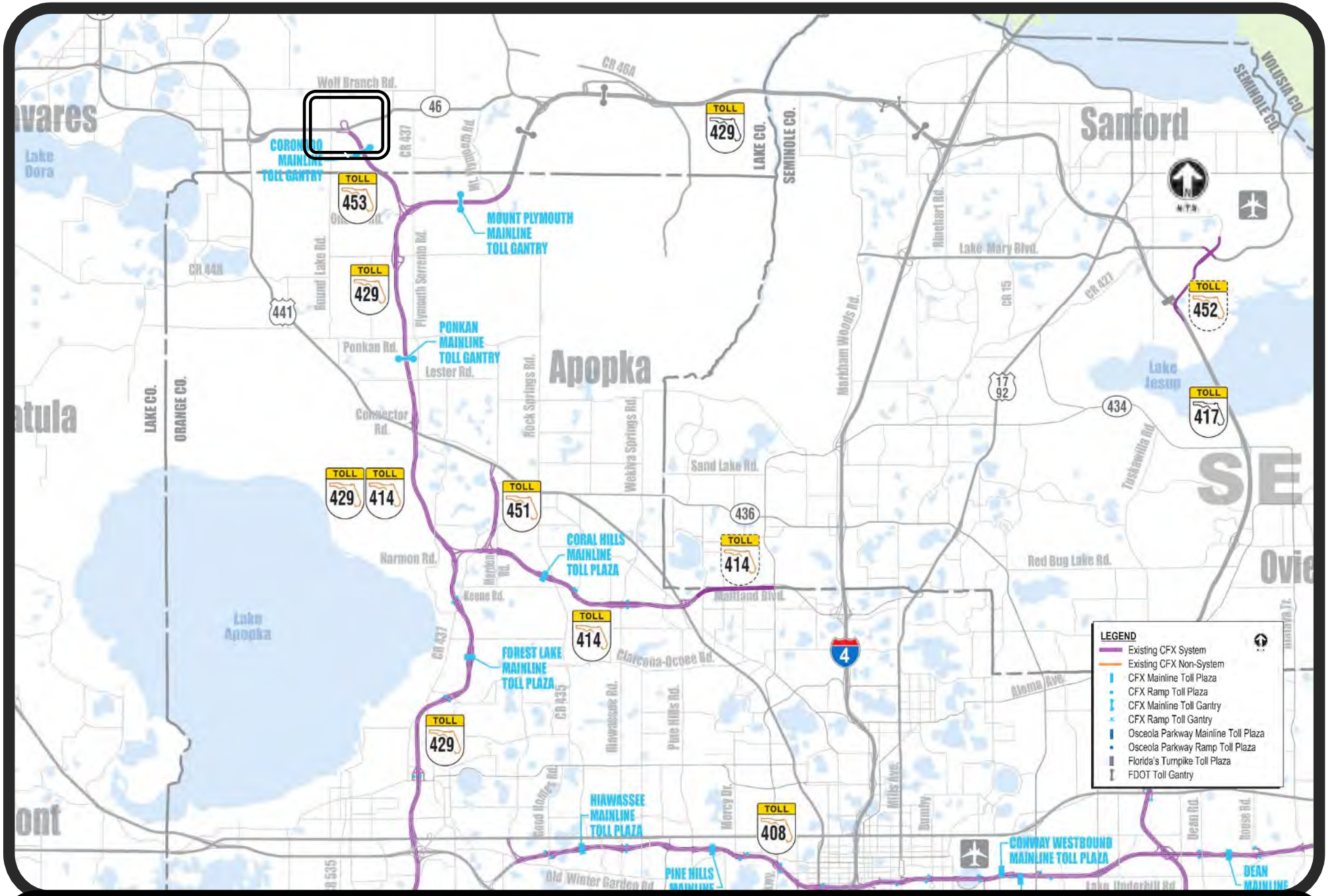
Board approval of the contract award to Traffic Control Devices, LLC in the amount of $1,604,300.00 is requested, in accordance with the Agreement, through completion of all scheduled project services.

This contract is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure



Project Location Map for
SR 453 at SR 46 Safety Improvements (453-453)

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

TRAFFIC CONTROL DEVICES, LLC

SR 453 AT SR 46 SAFETY IMPROVEMENTS

PROJECT NO. 453-453
CONTRACT NO. SCON-10000454

CONTRACT AMOUNT: $1,604,300.00

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 453 AT SR 46 SAFETY IMPROVEMENTS

PROJECT NO. 453-453
CONTRACT NO. SCON-10000454

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CONTRACT NO. SCON-10000454

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

TRAFFIC CONTROL DEVICES, LLC

regarding

SR 453 AT SR 46 SAFETY IMPROVEMENTS

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 **TRAFFIC CONTROL DEVICES, LLC** (**"Contractor"**), a Florida Limited Liability Company, with its principal place of business located at 242 N. Westmonte Drive, Altamonte Springs, FL 32714, 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. 453-453 Contract No. SCON-10000454, SR 453 AT SR 46 Safety Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 210 calendar days. The Contract Amount is $1,604,300.00.

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. Question & Answers
5. The Plans,
6. The Special Provisions,
7. The Technical Specifications,
8. The General Specifications,
9. 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 8th day of October 2026, and Traffic Control Devices, LLC, signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Zulay Millan
Print Name

DATE: _____

TRAFFIC CONTROL DEVICES, LLC

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

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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. Furnish and operate any equipment necessary to facilitate safe inspection of the Work. Equipment may include, but is not limited to, aerial lifts, bucket trucks, temporary work platforms, and associated temporary traffic control. Coordinate inspection access in advance with the CEI. All costs for providing inspection access shall be incidental to the Work, no separate payment will be made.

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 218.735(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, 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 five (5) 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, and 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

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Authorization of Mitigation Bank Credit Purchase with Flatwoods Mitigation LLC to support the Five-Year Work Plan

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Board authorization is requested to enter into an agreement with Flatwoods Mitigation LLC in the not-to-exceed amount of $18,900,000.00 for bulk mitigation bank credits.

Mitigation credits are required to offset environmental impacts associated with various projects and satisfy applicable state mitigation requirements. The use of mitigation bank credits is the preferred method by water management districts and the United States Army Corps of Engineers.

This agreement is a component of projects 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
#9

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Supplemental Agreement No. 2 with WBQ Design and Engineering, Inc. for SR 408 Westbound Widening I-4 to Goldenrod
Project No. 408-175, Contract No. SCON-10000356

Board approval of Supplemental Agreement No. 2 with WBQ Design and Engineering, Inc. in the amount of $543,806.89 is requested. The original contract was for a five-year term with two one-year renewal options.

The work to be performed includes additional design services.

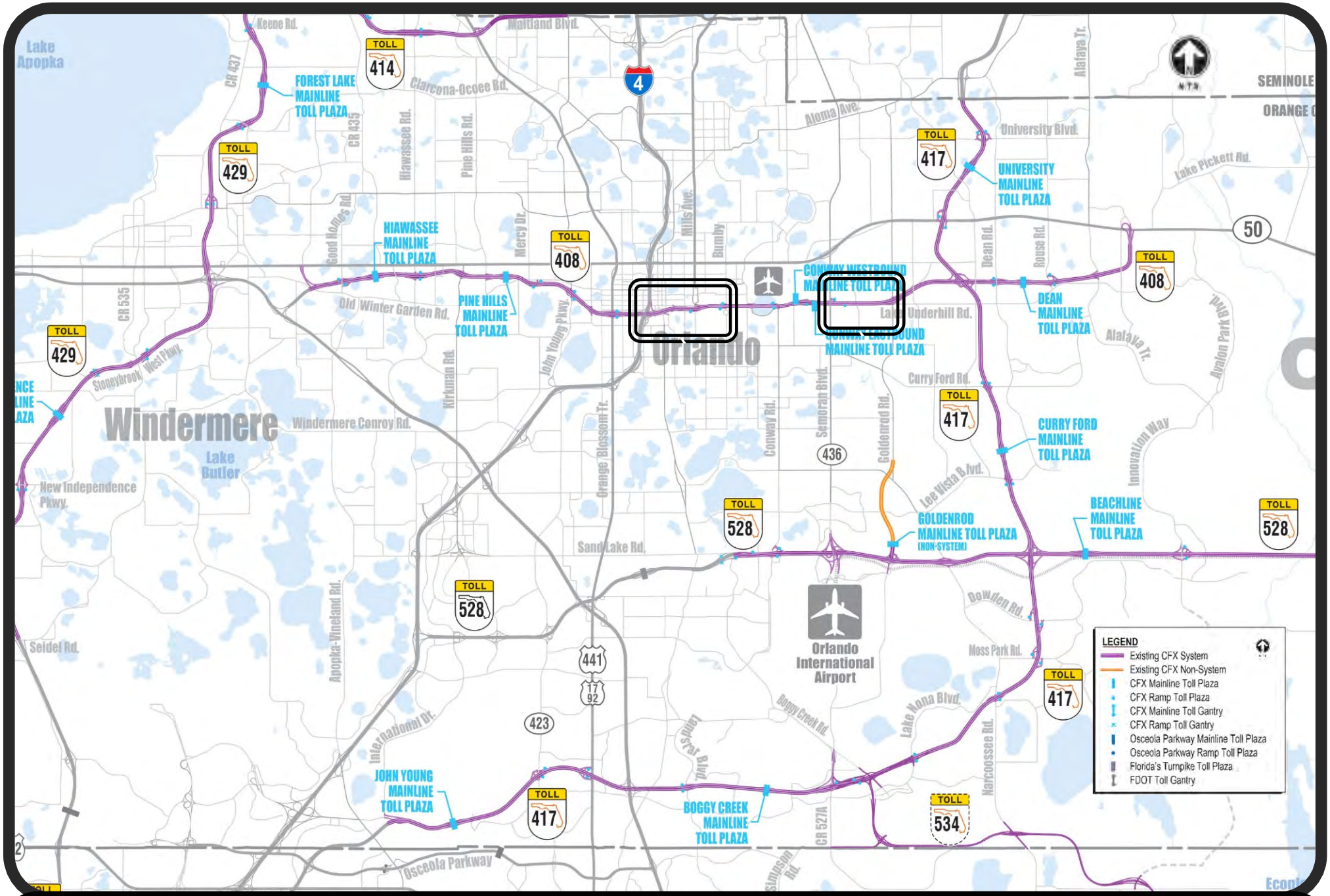
Original Contract	$5,800,000.00
Supplemental Agreement No. 1	$818,551.98
Supplemental Agreement No. 2	$543,806.89
Total	$7,162,358.87

This contract is included in the Five-Year Work Plan.

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure



Project Location Map for
SR 408 WB Widening from I-4 to Goldenrod (408-175)

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SUPPLEMENTAL AGREEMENT NO. 2
to
CONTRACT NO. SCON-10000356
*(*formerly Contract No. 002081)
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
WBQ DESIGN & ENGINEERING, INC.
regarding
SR 408 WB WIDENING I-4 TO GOLDENROD
(Project No.: 408-175)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **WBQ DESIGN & ENGINEERING, INC.** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. **Amendments.** The agreement between the Parties identified as **Contract No. SCON-10000356** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated July 15, 2026, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Salary Related Costs remains unchanged at **$2,636,923.71**.

b. The Design Survey – Office (Prime) Costs are adjusted upward by **$14,913.11** to **$129,660.41**.

c. The Design Survey – Field (Prime) Costs are adjusted upward by **$51,391.00** to **$556,232.00**.

d. The Direct Expenses – Lump Sum (Prime) remains unchanged at **$0.00**.

e. The Direct Expenses - Limiting Amount (Prime) remains unchanged at **$0.00**.

f. The Subcontract Items are adjusted upward by **$477,502.78** to **$3,374,637.72**.

1. DRMP, Inc. remains unchanged at **$1,038,751.84**.
2. Bentley Group, Inc. remains unchanged at **$197,580.47**.
3. BASE Consultants, Inc. is adjusted upward by **$77,348.69** to **$862,749.41**.
4. Geotechnical and Environmental Consultants, Inc. is adjusted upward by **$30,176.89**

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to **$389,490.20**.

5. Manuel G. Vera & Associates, Inc. is adjusted upward by **$369,977.20** to **$772,583.09**.

6. Salas O'Brien Florida, Inc. remains unchanged at **$113,482.71**.

g. The Allowance remains unchanged at **$464,905.03**.

h. The Total Maximum Limiting Amount is adjusted upward by **$543,806.89** to **$7,162,358.87**.

B. Effect on Agreement. All provisions 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 Supplement and the Agreement, the provisions of this Supplement shall take precedence.

C. Counterpart and Electronic Signatures. This Supplement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

D. Binding Effect. To the extent not amended by this Supplement, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Supplement and shall continue to remain in full force and effect. In the event there is a conflict between the terms of this Supplement and the Agreement, the terms and conditions of this Supplement shall prevail. This Supplement and the Agreement shall together represent the full agreement between the Parties regarding the underlying subject matter.

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, authoried to execute same by Board Action on October 8, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

WBQ DESIGN & ENGINEERING, INC.

DocuSigned by:
By: Jennifer Quigley
1386898D6115419...

Print Name: Jennifer Quigley

Title: Vice President

Date: 7/28/2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Zulay Millan

Title: Director of Procurement

Date: _____

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ATTACHMENT "1"

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Attachment "1"

Dewberry

Date: July 15, 2026

To: Aaron Johnson, PE, CFX Engineering Project Manager

From: Brian Ribaric, PE, Dewberry Project Manager BPR

Subject: Design Consultant Services - Contract 002081
CFX Project No. 408-175
SR 408 WB Widening from I-4 to Goldenrod Road
Supplemental #2 Agreement

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ on July 15, 2026, for the SR 408 WB Widening from I-4 to Goldenrod Road, Supplemental #2 Agreement to cover the utility designates, bridge beam reinforcement, box culvert repairs and pavement evaluation. This requested contract provides professional services to prepare construction plans and bid documents.

The work authorization request is attached, and costs are detailed below:

$ 66,304.11	WBQ as Prime
$ 477,502.78	Total Subconsultant Fees
$ 543,806.89	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the staff hour rates are consistent with their contract; therefore, I recommend approval of this agreement for $543,806.89.

Should you have questions or need additional information, please call me at 321.354.9807.

cc:

Keith Jackson, PE Dewberry
File

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WBQ Design & Engineering Inc.

July 15th, 2026

Mr. Aaron Johnson, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **CONTRACT NO. 002081**
PROJECT 408-175
SR 408 WB WIDENING FROM I-4 TO GOLDENROD ROAD
Supplemental Agreement No. 2
Additional SUE, Geotech, and Box Culvert Repairs

Dear Mr. Johnson:

Please find enclosed the proposal for CFX 408-175 Supplemental Agreement No. 2 to provide Professional Services for the 408-175 SR 408 Westbound Widening from I-4 to Goldenrod Road project, which will include the repair of the box culvert under the Mills Avenue Westbound exit ramp, beam strengthening for the existing bridge beams at SR 408 Westbound over Oxalis Avenue, and the associated survey and geotechnical field work.

The proposal request is attached, and costs are below:

$	66,304.11 WBQ Survey
$	30,176.89 GEC
$	369,977.20 M.G. Vera
$	77,348.69 BASE
$	543,806.89 Total Requested

It is anticipated that this Agreement will have a duration of approximately twelve (12) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

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Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 WB Widening from I-4 to Goldenrod Road

Supplemental Agreement No. 2

PROJECT NO. 408-175

IN ORANGE COUNTY, FLORIDA

July 15, 2026

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required under this scope of services includes preparation of final construction drawings for following:
   1. Repair of existing box culvert under Westbound Off Ramp to Mills Avenue based on preliminary assessment performed under the Box Culvert Technical Memorandum
   2. Strengthening design for existing bridge beams do not meet current load rating requirements at SR 408 Westbound over Oxalis Avenue and preparation of plans for beam strengthening based on findings of the Bridge Concept Memorandum.

B. Associated elements include field review and determination of repair areas, repair design and details, preparation of technical special provisions, strengthening design and load rating of the deficient beams, quantity calculations, scheduling, project control, progress reporting, and associated activities.

4.4 Surveys and Mapping

The survey effort associated with this scope of work is presented below.

WBQ

Topography/DTM (3D)
Additional 3D DTM of MSE Wall and ground along EB 408 as directed by Structural Engineer and EOR. Static Scan of Walls, ground at wall bottom; extraction to dgn./provide to MG Vera for merge. Includes setting/establishing additional Control for scans/ground survey

Drainage Survey
Additional drainage structures as directed by EOR. Includes tracing out unknown pipes and culverts.

MG Vera

Horizontal Control
Recover existing Horizontal Project Network Control (HPNC) and set secondary control as required to complete this scope of services.

Vertical Control
Recover existing Vertical Project Network Control (VPNC) and establish elevations n secondary control as needed to complete this scope of services.

Subsurface Utility Engineering (SUE)

Subsurface Utility Designations - Quality Level B
MGV will provide Quality Level B Utility Designates within the Designate project limits utilizing electromagnetic detection systems including GPR (Ground Penetrating Radar). See attached sketch for approximate limits.

Subsurface Utility Locates (test holes) – Quality Level A – Bank of 125 Test Holes
Utilizing a Non-Destructive Vacuum Excavation system, MGV will perform up to 125 test holes on potential utility conflicts as identified by the EOR. Each locate (test hole) will include horizontal coordinates, depth of cover, elevation, size, type, material and general direction of each found utility.

Survey Support
Quality Level B Utility Designates and Quality Level A Locates (Test Holes) will be mapped horizontally and vertically utilizing conventional survey and GPS/RTK FPRN methods.

CFX FON will be designated by CFX and mapped by MGV horizontally and vertically utilizing conventional survey and GPS/RTK FPRN methods.

Horizontal Datum: NAD 83/ latest Adjustment
Vertical Datum: NAVD 88

MGV will notify Sunshine One-Call 48 hours in advance of performing the utility locates (test holes). A non-destructive vacuum excavation system will be utilized to expose the utilities or perform exploratory test holes. Test holes performed will be of minimum size (usually 1’ by 1’).

Backfill of test holes will be performed utilizing material removed. Test holes performed in the street will be patched utilizing cold patch. Basic maintenance of traffic (signs, cones) will be included.

Subsurface Utility Designating and Locating Conditions and Understandings
The utility designates and locates are for design purposes only. The Florida One Call must be notified forty-eight (48) hours in advance of any excavation.

Accuracy of Geophysical Mapping techniques, although highly reliable, are subject to outside interference. A few examples are: Soil condition, material conductivity, depth of utility, and various other geological anomalies that may distort or hinder electromagnetic and GPR frequencies.

MGV will make every effort possible utilizing state of the art technology to designate and locate underground utilities; however there are no guarantees that all underground utilities or structures will be detected.

MGV will not access confined spaces and is not included in this fee estimate. If accessing confined spaces are required, MGV will notify the client to discuss options. Additional fees may be applicable.

Additional Clarifications and Understandings
If cap rock or an obstruction is encountered during the test hole phase and further vacuum excavation cannot be completed or performed without the potential for utility damage, MVG will consider the test hole completed, measure the depth to the top of the cap rock or obstruction reached, survey the location, and consider the test hole completed and invoice accordingly.

The fee includes only backfill of test holes utilizing material removed in natural ground or cold patch within asphalt pavement or concrete in sidewalks for the approximate 1' x 1' test hole.

If additional restoration is required, MG Vera will provide an additional proposal to cover the additional expense.

Basic maintenance of traffic (signs, cones) is included, but if advanced MOT is required for lane closure, MGV will provide a cost estimate to cover these additional expenses.

This estimate does not include permit fees.

This estimate does not include fees for signed and sealed MOT plans.

Work Zone Safety
Work zone survey safety will be provided as required by applicable standards.

Deliverables:

- Quality Level B Utility Designates in an Electronic (2D) CAD file Microstation ORD Format.
- Updated (2D) Designate CAD file with completed test holes depicting the depth of cover, elevation, size, type, material and general direction of each found utility.
- Utility Verification sheet in PDF format.
- Surveyor's Reports

4.5 Geotechnical Investigation

The geotechnical effort associated with this scope of work is presented below.

A. Mobilize Ground Penetrating Radar (GPR) crew and Roadscan equipment.
B. Perform Roadscan GPR along the subject roadways. All lanes (no shoulders) will be scanned to obtain continuous asphalt thickness data in all travel lanes.
C. Process Roadscan GPR to aid in the development of pavement coring plan.
D. Develop pavement coring plan.

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E. Mark pavement core locations in the field.
F. Provide kmz file with planned core locations and core photos for WBQ review.
G. Coordinate nightly lane closures with WBQ, CFX and City of Orlando to facilitate coring operations.
H. Mobilize pavement coring equipment and personnel.
I. Perform up to a total of 8 six-inch-diameter pavement cores. Pavement coring frequency will be one core per lane per direction of travel. All core holes will be patched with in-kind materials.
J. Issue a geotechnical engineering report signed and sealed by a geotechnical engineer licensed in Florida.

The geotechnical engineering report will address the following project elements:

A. Continuous asphalt thickness data from GPR survey on all travel lanes.
B. Document pavement conditions (asphalt thickness, base type and thickness, crack depth, rut depth, and cross slope) based on our pavement evaluation and pavement cores.
C. Provide photographs of all asphalt cores.
D. Develop geotechnical engineering recommendations to guide milling and resurfacing.

4.12 Structures Design

The Consultant shall prepare design and contract documents for the structural work including but not necessarily limited to the following:

A. Field assessment and documentation of repair areas
B. Review of latest inspection report and incorporation of repair needs.
C. Preparation of culvert repair details, notes, quantities and specifications
D. Beam strengthening design, details, notes, quantities and specifications

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SUPPLEMENTAL AGREEMENT NO. 1
to
CONTRACT NO. 002081
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
WBQ DESIGN & ENGINEERING, INC.
regarding
SR 408 WB WIDENING I-4 TO GOLDENROD
(Project No.: 408-175)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **WBQ DESIGN & ENGINEERING, INC.** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. Amendments. The agreement between the Parties identified as **Contract No. 002081** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated March 4, 2026, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Salary Related Costs are adjusted upward by **$301,886.24** to **$2,636,923.71**.

b. The Design Survey – Office (Prime) Costs are adjusted upward by **$31,643.95** to **$114,747.30**.

c. The Design Survey – Field (Prime) Costs are adjusted upward by **$126,966.00** to **$504,841.00**.

d. The Direct Expenses - Lump Sum (Prime) remains unchanged at **$0.00**.

e. The Direct Expenses - Limiting Amount (Prime) remains unchanged at **$0.00**.

f. The Subcontract Items are adjusted upward by at **$358,055.79** to **$2,897,134.94**.

g. The Allowance remains unchanged at **$464,905.03**.

h. The Total Maximum Limiting Amount is adjusted upward by **$818,551.98** to **$6,618,551.98**.

B. Effect on Agreement. All provisions of the Agreement not specifically modified herein shall remain

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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 Supplement and the Agreement, the provisions of this Supplement shall take precedence.

C. Counterpart and Electronic Signatures. This Supplement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

D. Binding Effect. To the extent not amended by this Supplement, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Supplement and shall continue to remain in full force and effect. In the event there is a conflict between the terms of this Supplement and the Agreement, the terms and conditions of this Supplement shall prevail. This Supplement and the Agreement shall together represent the full agreement between the Parties regarding the underlying subject matter.

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 same by Board Action on April 9, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

WBQ DESIGN & ENGINEERING, INC.

DocuSigned by:
By: Jennifer Quigley
1386898D6115419...
Print Name: Jennifer Quigley
Title: Vice President
Date: 3/11/2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:
Print Name: Zulay Millan
Title: Director of Procurement
Date: 4.9.2026

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ATTACHMENT "1"

Docusign Envelope ID: F164CCE9-A119-4C94-BFDD-E9D08667F772 ttachment "1"

Dewberry

MEMORANDUM

Date: March 5, 2026

To: Aaron Johnson, PE, CFX Engineering Project Manager

From: Brian Ribaric, PE, Dewberry Project Manager BPR

Subject: Design Consultant Services - Contract 002081
CFX Project No. 408-175
SR 408 WB Widening from I-4 to Goldenrod Road
Supplemental Agreement #1

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ on March 4, 2026, for the SR 408 WB Capacity Improvements from I-4 to Bumby and SR 436 to Goldenrod Supplemental Agreement #1 to cover the SR 408 Viaduct and EB milling and resurfacing. This requested contract provides professional services to prepare construction plans and bid documents.

The work authorization request is attached, and costs are detailed below:

$ 460,496.19	WBQ as Prime
$ 358,055.79	Total Subconsultant Fees
$ 818,551.98	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the staff hour rates are consistent with their contract; therefore, I recommend approval of this agreement for $818,551.98.

Should you have questions or need additional information, please call me at 321.354.9807.

cc:

Keith Jackson, PE Dewberry
File

Docusign Envelope ID: F164CCE9-A119-4C94-BFDD-E9D08667F772 ttachment "1"

WBQ Design & Engineering Inc.

March 4th, 2026

Mr. Aaron Johnson, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **CONTRACT NO. 002081**
PROJECT 408-175
SR 408 WB WIDENING FROM I-4 TO GOLDENROD ROAD
Supplemental Agreement No. 1
Existing SR 408 Viaduct Repairs & EB Resurfacing

Dear Mr. Johnson:

Please find enclosed the proposal for CFX 408-175 Supplemental Agreement No. 1 to provide Professional Services for the 408-175 SR 408 Westbound Widening from I-4 to Goldenrod Road project, which will include Existing SR 408 Viaduct Repairs & Eastbound Milling & Resurfacing.

The proposal request is attached, and costs are below:

$ 301,886.24 WBQ
$ 158,609.95 WBQ Survey
$ 58,798.33 GEC
$ 142,962.52 M.G. Vera
$ 156,294.94 BASE
$ 818,551.98 Total Requested

It is anticipated that this Agreement will have a duration of approximately twelve (12) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

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Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 – From I-4 to Goldenrod Road

Supplemental Agreement No. 1

PROJECT NO. 408-175

IN ORANGE COUNTY, FLORIDA

March 4th, 2026

Docusign Envelope ID: F164CCE9-A119-4C94-BFDD-E9D08667F772

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required under this scope of services includes preparation of final construction drawings and specifications for the epoxy overlay of existing SR 408 Viaduct from east of I-4 to the eastern end of the eastbound and westbound viaducts. The original SR 408 Viaduct (Bridge Nos. 750114 and 750183) constructed in 1973 extended from west of Division Avenue (Ave) to east of Anderson Street (St) through downtown Orlando. These bridges have undergone multiple improvements including inside and outside widenings. The I-4 Ultimate project replaced spans from Begin Bridge/End Bent No.1 located west of Division Avenue to Pier 10 located east of I-4. The remaining portion of the original viaduct east of the newly constructed spans from Pier 10 to Span 25L (Bridge No. 750114) and Span 27-R (Bridge No. 750183) is covered under this scope of work.

The services will also include the preparation of final construction drawings for the milling and resurfacing of the eastbound SR 408 mainline from I-4 to Crystal Lake Drive and from S.R. 436/ Semoran Boulevard to Cosmos Drive., as well as the eastbound Anderson Street Eastbound Entrance Ramps and both Eastbound Mills Ave ramps.

B. Major elements of the work include the following:

The services include final design and preparation of construction drawings for the repairs on the SR 408 Viaduct from east of I-4 to east end of the viaduct just east of East Anderson Street and the milling and resurfacing of the eastbound SR 408 mainline travel lanes from I-4 to Crystal Lake Drive and from S.R. 436/ Semoran Boulevard to Cosmos Drive, the Anderson Street EB Entrance Ramp, the Mills Ave Eastbound Exit Ramp, and the Mills Ave Eastbound Entrance Ramp

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to, Orange County, the City of Orlando, Orlando Executive Airport, and applicable Water Management District(s).

4.3 Preliminary Design Report – N/A

4.4 Surveys and Mapping

Docusign Envelope ID: F164CCE9-A119-4C94-BFDD-E9D08667F772

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed by the Florida Board of Professional Surveyors and Mappers under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll-up sign sheeting.

B. 27.1 Establish Project Horizontal Control as necessary for eastbound lanes in West and East Sections for resurfacing and East / West bound Viaduct. (extremely challenging corridor with significant traffic volumes and safety concerns). Note: the viaduct is on a bridge structure which presents additional challenges with stability and access.

27.2 Establish Project Vertical Control as necessary for eastbound lanes in West and East Sections for resurfacing and East / Westbound Viaduct. (extremely challenging corridor with significant traffic volumes and safety concerns). Note: the viaduct is on a bridge structure which presents additional challenges with stability and access.

27.4 Establish Horizontal and Vertical values on 29 TML Targets for Viaduct (as set by others) (extremely challenging corridor with significant traffic volumes and safety concerns, also the viaduct is on a bridge structure which presents additional challenges with stability and access .
Establish Horizontal and Vertical values on 73 TML Targets for resurfacing (as set by others) (extremely challenging corridor with significant traffic volumes and safety concerns) 43 West; 30 East

27.6 additional 3D DTM of existing dry pond areas (2 x 1.5 ac each)

27.12 detail additional drainage structures (24) as requested by EOR

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4.5 Geotechnical Investigation

A. Develop pavement coring plan.

B. Mark pavement core locations in the field.

C. Provide kmz file with planned core locations and core photos for WBQ review.

D. Coordinate nightly lane closures with WBQ and CFX to facilitate coring operations.

E. Mobilize pavement coring equipment and personnel.

F. Issue a geotechnical engineering report signed and sealed by a geotechnical engineer licensed in Florida.

G. Perform up to a total of 28 six-inch-diameter pavement cores. Pavement coring frequency will be one core per lane-mile for the mainline and 1/2 core per mile for shoulders. All core holes will be patched with in-kind materials. A summary of the anticipated pavement core quantities is presented below:

Location	Quantity of Cores
SR 408 Eastbound Mainline Station 677+50 to 776+00 and Station 884+50 to 944+50 (3.0 miles)	16
SR 408 Shoulders	8
On Ramp from East Anderson Street to Mills Avenue Off Ramp (Station 683+50 to 702+50)	2
On Ramp from Anderson Street to Bumby Avenue Off Ramp (Station 720+00 to 739+00)	2
Total Planned Cores:	28

4.6 Pavement Design – N/A

4.7 Governmental Agency and Public Meetings – N/A

4.8 Environmental Permits – N/A

4.9 Noise Study Report Addendum (NSRA) - N/A

4.10 Utilities

A. The Consultant shall prepare Utility Adjustment Plans for the extended project limits.

4.11 Roadway Design – N/A

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4.12 Structures Design

The Consultant shall prepare design and contract documents for the structural work including but not necessarily limited to the following:

A. Review of latest bridge inspection report and bridge deck repair needs.
B. Review bridge deck survey and identify/locate areas needing deck repair for spalls, failed patches, degradation and other conditions that require repair prior to epoxy overlay
C. Coordinate with roadway and develop traffic and construction phasing details
D. Develop deck repair notes and details
E. Develop Joint repair notes details
F. Develop Epoxy overlay notes and details

4.13 Drainage Design – N/A

4.14 Roadway Lighting – N/A

4.15 Traffic Engineering

A. Maintenance of Traffic Plans

1. The Consultant shall prepare Level II TTCP for the extension of the project limits.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare signing and pavement marking design for the extended project limits.

4.17 Signalization Plans – N/A

4.18 Right-of-Way Documents – N/A

4.19 Cost Estimates – N/A

4.20 Special Provisions and Specifications – N/A

4.21 Intelligent Transportation Systems (ITS) – N/A

4.22 Tolling Gantries – N/A

4.23 Post-Design Services – N/A

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

WBQ DESIGN & ENGINEERING, INC.

DESIGN CONSULTANT SERVICES FOR
SR 408 WB WIDENING I-4 TO GOLDENROD

PROJECT NO. 408-175, CONTRACT NO. 002081

CONTRACT AMOUNT: $5,800,000.00

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

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

FOR

DESIGN CONSULTANT SERVICES FOR
SR 408 WB WIDENING I-4 TO GOLDENROD

PROJECT NO. 408-175, CONTRACT NO. 002081

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 408-175
Contract No. 002081

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Project No. 408-175
Contract No. 002081

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made 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 WBQ DESIGN & ENGINEERING, 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 201 N. Magnolia Ave., Suite 200, Orlando, FL. 32801.

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 certain professional services in connection with the design of the westbound widening of SR 408 from I-4 to Bumby Ave and SR 436 to Goldenrod Rd. identified as Project No. 408-175 and Contract No. 002081.

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.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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 five (5) 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:

BASE Consultants, Inc. – Class I
Bentley Group, Inc. d/b/a Bentley Architects and Engineers – Class I
DRMP, Inc. – Class I
Geotechnical and Environmental Consultants, Inc. – Class II
Manuel G. Vera & Associates, Inc. – Class I and Class II
Salas O'Brien Florida, Inc. – Class I

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 not-to-exceed amount of $5,800,000.00 for the initial five-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 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 201 N. Magnolia Ave., Suite 200, Orlando, FL. 32801.

Notwithstanding Section 16, 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 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.

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, board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the 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, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, 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 indemnify 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 indemnify 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 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, 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/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 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 / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

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. 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) 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), 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 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 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: WBQ DESIGN & ENGINEERING, INC
201 N. Magnolia Ave., Suite 200
Orlando, FL. 32801
Attn: Derek C. Burke, P.E., President

WBQ DESIGN & ENGINEERING, INC
201 N. Magnolia Ave., Suite 200
Orlando, FL. 32801
Attn: Troy Vargas, 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”, Project Location Map
Exhibit “F”, Project Schedule
Exhibit “G”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 408-175
Contract No. 002081

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 13th day of February 2025, and WBQ DESIGN & ENGINEERING, INC., signing through its undersigned signatory, duly authorized to execute same.

WBQ DESIGN & ENGINEERING, INC.

BY: _____
Authorized Signature

Print Name: Derek C. Burke, PE

Title: President

ATTEST: _____ (Seal)
Secretary or Notary

JENNIFER R QUIGLEY
Notary Public - State of Flor
Commission # HH 191310
My Comm. Expires Nov 30, 2
Bonded through National Notary A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Director of Procurement

Print Name: Aneth Williams

Date: 2/25/2025

Approved as to form and execution, only.

_____
General Counsel for CFX

Print Name: Angela J. Wallace

Date: February 24, 2025

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 408 WB Widening from I-4 to Goldenrod Road

PROJECT NO. 408-175

IN ORANGE COUNTY, FLORIDA

December 23rd, 2024

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See EXHIBIT "E," Project Location Map.

1.2 Description

The services will include the final design and preparation of construction drawings/specifications for the capacity improvements along westbound S.R. 408 from I-4 to Bumby Avenue and from S.R. 436/ Semoran Boulevard to Cosmos Drive. Specifically, the project will add auxiliary lanes between the interchanges by widening or reconstructing the pavement. The project will include four (4) All Electronic Tolling (AET) ramp gantries, noise wall additions/improvements, and minor bridge widening.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling, project control, progress reporting, other tasks, and associated activities. Close coordination with the City of Orlando, Orange County, and adjacent projects will be required.

The CONSULTANT shall investigate the status of the project and become familiar with commitments developed from the prior Project Development and Environment (PD&E) study as identified below. For commitments implemented in the construction phase, incorporate them into the Project Specific Notes to the contractor.

1. Re-evaluate the need for a Phase I Cultural Resource Assessment Survey (CRAS) during the Design Phase of the project.

2. Use best management practices to control erosion and sedimentation in accordance with Standard Specifications for Road and Bridge Construction.

3. Wetland impacts which may result from the construction of this project shall be mitigated pursuant to Section 373.4137, F.S., to satisfy all mitigation requirements of Part IV of Chapter 373, F.S., and 33 U.S.C. §1344.

4. Any species-specific surveys will first be coordinated with the United States Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC), then conducted as agreed to with USFWS and FFWCC during the permitting phase.

5. A preconstruction gopher tortoise burrow survey and any resultant permitting will be conducted in accordance with FWC protocols.

6. Implement the USFWS-approved Standard Protection Measures for the Eastern Indigo Snake (updated August 1, 2017) during the design phase.

7. Evaluate practicable measures to avoid and minimize wetland and listed species impacts on a continuous basis.

8. Re-evaluate the need for a Contamination Screening Evaluation Report during the design phase.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed capacity improvements to S.R. 408 from I4 to Cosmos Drive.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signing and pavement marking plans and assisting the CFX GEC to prepare a complete environmental resource application (or permit modification) including 100% stormwater design and environmental exhibits.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews.

Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, and all applicable CFX design guidance and details, shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, FY 2023-24 edition, and updates thereafter shall be used for this project.

2. The FDOT Standard Plans, latest edition, and subsequent interim indexes and updates shall be used for this project.

3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.

4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives provided by CFX during the project may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State, and local agencies and indicate which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Right-of-Way

A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM 211.15.

E. Right-of-way limits for ramps are based upon limit of construction plus ten (10) feet.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings/specifications for the capacity improvements along westbound S.R. 408 from I-4 to Bumby Avenue and from S.R. 436/ Semoran Boulevard to Cosmos Drive. Specifically, the project will add auxiliary lanes between the interchanges by widening or reconstructing the pavement. Within the segment parallel to the Rosalind Avenue exit ramp, the additional lane will be accommodated by utilizing reduced shoulders and 11.5-ft wide travel lanes. The widening will also occur to the inside by reducing the existing median landscaping. From Mills Avenue to Bumby Avenue, a 12-ft wide travel lane will be added by widening to the outside. From Semoran Boulevard to Cosmos Drive, a 14-ft wide lane will be added by widening to the outside. The proposed work includes adding a second exit lane for the Semoran Boulevard off-ramp, widening the overpass bridges at Mills Avenue and Oxalis Drive, reconstructing or adding new noise walls, and modifying the existing median landscaping from the east side of the I-4 interchange to Bumby Avenue. The project will include four (4) All Electronic Tolling (AET) ramp gantries, noise wall additions/improvements, and minor bridge widening.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling, project control, progress reporting, other tasks, and associated activities. Close coordination with the City of Orlando, Orange County, and adjacent projects will be required.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to, Orange County, the City of Orlando, Orlando Executive Airport, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic, and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed by the Florida Board of Professional Surveyors and Mappers under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll-up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing right-of-way maps if such maps exist, in the center of the dedicated right-of-way as per subdivision plats, or in the center of the pavement when no right-of-way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on crossroads and major adjacent alignments.

3. Station all alignments at 100-foot intervals.

4. Meet with CFX's Project Manager to discuss methods for

determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right, at 90-degrees to alignment where possible, outside the proposed construction limits.

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000-foot intervals along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" = 50' display scale, shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100 feet.

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

1. Perform a drainage survey, including pipe type, location, size, and flow line elevations as needed for design.

G. Side Street Surveys

1. Perform topographic and utility surveys of side streets as may be needed for engineering design.

H. Bridge Survey

1. Provide bridge survey data as needed for engineering design.

I. Jurisdictional Line Surveys

1. Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

J. Geotechnical Surveys

1. Locate boring locations as needed for geotechnical investigations.

K. Right-of-Way Ties

1. Locate right-of-way limits for construction purposes. New right-of-way will not be required.

L. Prior to construction, the Consultant shall re-flag and reset alignment control points, references, and benchmarks and meet with the construction contractor to review these points.

M. CFX ITS Infrastructure

1. CFX will locate the ITS infrastructure one time at the beginning of design during the survey phase if applicable. Once the ITS infrastructure lines are flagged, the Consultant shall survey the located ITS infrastructure locations in the field. The survey data collected will be included in the 30% plans submittal package.

2. The Consultant shall verify and communicate to CFX any identified conflicts with the existing ITS Infrastructure and the Consultant's ongoing design process including but not limited to Geotechnical investigations.

3. The CFX GSC will review the plan submittals to ensure that the ITS infrastructure is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

4. SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.

5. Access to CFX's GIS ITS infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.

6. If the designer needs to perform locates on the CFX ITS system at any point in the design process they shall use the Line Management System (LMS). Under no circumstances shall the designer access the tone wire system by entering any manhole and skinning or disconnecting splices within the manhole. A system map and directions for use of the LMS is available on request.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll-up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, slope stability and benching in embankment/excavation locations, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. A geotechnical investigation will be undertaken to support roadway and pavement design, wall design, foundation design for signs and signals, bridge widening, and the four (4) new ramp All-Electronic Tolling (AET) gantries. AET ramp gantry locations are SR 408 at Bumby Ave eastbound off-ramp and west bound on-ramp, SR 408 at SR 436 westbound off-ramp, and SR 408 at eastbound on-ramp at Yucatan Rd. GEC will utilize RoadScan GPR technology to provide an accurate, continuous profile of the existing pavement section (asphalt, base and subgrade thicknesses) to support pavement design for the new auxiliary lane. The stormwater system has been designed for the proposed improvements and therefore, no new ponds or other drainage management facilities are anticipated.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report, which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall prepare the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation, and geotechnical consultant's address. A boring number and target symbol shall be shown on the roadway and bridge

plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for any local roadways impacted by the project. The CFX GEC will provide the pavement designs for the S.R. 408 mainline, all interchange ramps, and ramp gantries.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.7 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences, or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman, or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.8 Environmental Permits

A. CFX's Project Manager will review, coordinate, and submit the applications for all environmental permits. The Consultant shall provide all information, permit applications, and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Provide aerial maps at a 1"= 400' scale, which include SCS soil data, 100-year floodplain limits, and proposed project.

2. Provide all plans, calculations, sketches, and reports required for permits except as described above.

3. Provide all drainage calculations, including pond routing nodal diagrams, for the project.

4. Assist CFX in responding to requests for additional information from regulatory agencies after the permit application is submitted.

5. Incorporate any changes required by changes in regulatory agency requirements during the project. If this requires additional work by the Consultant, a Supplemental Agreement will be prepared.

6. Prepare a list of adjacent landowners, along with address and nine-digit zip code, at all wetland encroachment sites.

7. Provide all permit application material in .pdf format.

8. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.

9. Determine the extent of floodplain impacts, if any, and provide compensatory flood stages as required.

B. The Consultant will be expected to provide information and attend pre-applications meetings, if it is deemed critical by CFX.

C. The following permits are anticipated:

1. Environmental Resource Permit (SFWMD)

2. National Pollutant Discharge Elimination System (FDEP)

3. Listed Species Coordination (USFWS and FWC)

4.9 Noise Study Report Addendum (NSRA) - N/A

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The

Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustment plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for relocating their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement, and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Major utility relocations are not anticipated. However, the consultant will investigate cost, scheduling, dispositions, and agreements pertaining to any necessary utility relocation.

   a. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

   b. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

   c. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

   d. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

   e. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.11 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for the SR 408 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the guidance included in the *Central Florida Expressway Authority Design Guidelines*, latest edition.

4.12 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum, which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration, and foundation pile type.

B. The Consultant shall perform Load Rating Analysis per FDOT bridge criteria at the 90% design phase.

4.13 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Coordinate impacts to other ponds and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for those ponds that will require the acquisition of new right-of-way if applicable.

3. Have the chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX, for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Identify in the Preliminary Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting (if applicable). The work shall include coordination with the local utility to provide electrical service.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures for this project.

C. Plan sheet scale shall be at 1" = 50' scale.

4.15 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at a scale of 1" = 50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths, and number of lanes, unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies that may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans, including layouts showing the locations

of ground-mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.17 Signalization Plans

A. Signalization plans are not anticipated for this project. However, the Consultant shall verify pavement work at the end of the ramps does not impact loop detection. If loop detection is impacted, the Consultant shall replace the loops. This can be shown and quantified in the Signing and Pavement Marking component plan set. A separate plan set is not required for loop replacement.

4.18 Right-of-Way Documents

A. No additional right-of-way is anticipated for this project.

4.19 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 90%, 100%, Pre-Bid, and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.20 Special Provisions and Specifications

A. The Consultant shall prepare and submit, at the 90% level, special provisions, special specifications, and technical special provisions for items, details, and procedures not adequately covered by CFX's Technical Specifications.

4.21 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a 1" = 50' scale. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the ITS infrastructure into the new paved shoulder. The Consultant shall

identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set.

2. Intelligent Transportation System plans shall include the following:

   a. Roadway geometry

   b. Rights-of-Way

   c. Existing utilities within the right-of-way including CFX's ITS infrastructure

   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)

   e. Manhole/Pull box locations and stub-out details (standard details provided)

   f. Device layout

   g. Device installation details

   h. Conduit installation details (standard details provided)

   i. Fiber optic cable route marker detail (standard details provided)

   j. Fiber count per conduit

   k. Communications interconnect

   l. Connectivity with the FON backbone conduits

   m. Controller cabinet, structure, and foundation details for proposed CFX device sites.

   n. Power interconnect, voltage drop calculations to support conductor and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery

charging or Maintenance equipment (lowering device drill, shop vac, etc.) Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The Consultant shall design the electrical system around a Single-Phase system. All CFX load centers shall be located within CFX R/W.

o. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit. Additionally, the Design Methodology Report shall include short circuit current analysis, selective utility coordination, and arc flash hazard assessment for each new or modified service.

p. Grounding

q. Tabulation of quantities

r. Special notes

s. Maintenance of fiber operations (protection of existing ITS infrastructure through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices).

t. All existing and proposed ITS infrastructure to be included and shown with roadway cross sections and drainage cross sections.

u. Design power infrastructure that follows CFX ITS Standards. Design 2-2" power conduits to each proposed ITS device site. The Consultant shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the

distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX. ITS Load Centers shall be located within CFX R/W.

v. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 3-72 SM fiber optic cable. The third fiber optic cable is for the direct link from CFX Headquarters to the CFX Data Center at Hiawassee Mainline Plaza.

w. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is impacted with proposed construction.

x. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, roadway under the flyovers, etc.) of the new roadway.

y. Installation of data collection sensor (DCS) sites for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

z. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.

aa. Installation of traffic monitoring sites (TMS) sites for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes the any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.

bb. ITS devices within the project limits shall be gigabit Ethernet field

switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.

3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

   a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)

   b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations.

   c. CCTV Bucket Truck or Drone Sightings from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.

   d. Typical Cabinet Load requirements

   e. Utility Coordination Documentation with Power Service Providers.

4. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

   a. Minimize utility conflicts and adjustments.

   b. Minimize traffic impact.

   c. Accessibility and ease of equipment maintenance.

   d. Safety of equipment maintenance personnel and the traveling public.

   e. Maintain the existing ITS system through all phases of construction.

   f. Environmental conditions.

g. Concurrent/future CFX projects.

h. Compatibility with existing and proposed ITS infrastructure (e.g., CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.).

i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

j. Location of proposed sound walls.

k. The Consultant shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Consultant shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Consultant and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Consultant shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Consultant's responsibility to provide access at all locations.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, toll gantries, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS device and network.

4.22 Tolling Gantries

A. This project includes the demolition of four (4) existing ramp plazas and the construction of four (4) new ramp All-Electronic Tolling (AET) gantries. AET ramp gantry locations are SR 408 at Bumby Ave eastbound off-ramp and west bound on-ramp, SR 408 at SR 436 westbound off-ramp, and SR 408 at eastbound on-ramp at Yucatan Rd.

4.23 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for the correction of errors and omissions.

B. The Consultant shall support the post-design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work

included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll gantry shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review promptly, recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager, including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings will be obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall review As-Built plans in accordance with the CFX Design Guidelines.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization, and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

5.3 Other

A. Utility designates for the CFX ITS infrastructure and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way maps, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

B. One additional public meeting will be held during the design phase. The Consultant will coordinate with CFX when the meeting will be held.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide proposed sound wall locations, if applicable.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and Supplemental Agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress, and key milestone submittal dates.

7.3 Consultant

A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish, and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant is responsible for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected, and backchecked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached, and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) electronic copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

C. Design notes and calculations shall include, but are not necessarily limited

to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the summary of quantities sheet or cross sections.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations, emails, or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process.

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

11. Approved for Construction (AFC) Plans which will include the Bid plans as well as any changes during the bid projects.

C. Preparation and distribution of roadway plans and right-of-way maps to anyone other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

E. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping, with all plan phase submittals. The Consultant shall submit a KMZ file with each plan phase submittal.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Second Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services
Contract No. SCON-10000168

Board approval of the second renewal for the above referenced contract with PFM Financial Advisors LLC in the amount of $300,000.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes providing financial advisory services.

Original Contract	$895,000.00
First Renewal	$364,000.00
Second Renewal	$300,000.00
Total	$1,559,000.00

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
Chief Financial Officer

RENEWAL NO. 2

to

CONTRACT NO. SCON-10000168

[Formerly Contract No. 001968]

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

PFM FINANCIAL ADVISORS LLC

THIS RENEWAL AGREEEMENT (**"Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **PFM FINANCIAL ADVISORS LLC** (**"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. Renewal of Agreement. The Parties hereto agree as follows:

1. The agreement between the Parties identified as **Contract No. SCON-10000168** 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 **January 1, 2027** and expiring on **December 31, 2027.** There is/are **zero (0)** renewal option(s) left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$1,259,000.00** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$300,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$1,559,000.00**.

C. 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 their officer or representative 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. This 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. To the event 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on October 8, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

PFM FINANCIAL ADVISORS LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

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: D. Brent Wilder
Title: Managing Director
Date: October 27, 2025

ATTEST: _____
~~Secretary or~~ Notary
Omar Charbanou

OMAR CHARBANOU
Notary Public-State of Florida
Commission # HH 673127
My Commission Expires
May 06, 2029

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Print Name: Aneth Williams
Title: Director of Procurement
Date: 11/03/2025

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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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]

Contract No. 001968

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
#11

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Second Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communication Consulting Services
Contract No. SCON-10000159

Board approval of the second renewal for the above referenced contract with Day Communications, Inc. in the amount of $2,470,000.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes marketing, customer education, product launch support, and expanded communication services to advance program growth and 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
Second Renewal	$2,470,000.00
Total	$10,419,375.00

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

Reviewed by: Racquel Asa
Racquel Asa
Senior Director of External Affairs

RENEWAL NO. 2

to

CONTRACT NO. SCON-10000159

[Formerly Contract No. 001950]

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DAY COMMUNICATIONS, INC.

THIS RENEWAL AGREEEMENT (**"Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DAY COMMUNICATIONS, INC.** (**"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. Renewal of Agreement. The Parties hereto agree as follows:

1. The agreement between the Parties identified as **Contract No. SCON-10000159** 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 **January 2, 2027** and expiring on **January 1, 2028.** There is/are **zero (0)** renewal option(s) left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$7,949,375.00** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$2,470,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$10,419,375.00**.

C. 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 their officer or representative 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. This 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. To the event 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on October 8, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

DAY COMMUNICATIONS, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

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.

By: Amanda Day

Print Name: AMANDA DAY

Title: President

Date: 10/27/25

ATTEST: Rita Patricia Sehnert

Secretary or Notary

Rita Patricia Sehnert

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 11/03/2025

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



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]

Contract No. 001950

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
#12

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Second Contract Renewal with Quest Corporation of America, Inc. for Public Information Services
Contract No. SCON-10000371

Board approval of the second renewal for the above referenced contract with Quest Corporation of America, Inc. in the amount of $2,440,000.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes ~~tasks necessary~~ ~~for~~ public information services for projects that are 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
Second Renewal	$2,440,000.00
Total	$10,049,623.61

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

Reviewed by: Racquel Asa
Racquel Asa
Senior Director of External Affairs

RENEWAL NO. 2

to

CONTRACT NO. SCON-10000371

[Formerly Contract No. 001935]

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

QUEST CORPORATION OF AMERICA, INC.

THIS RENEWAL AGREEEMENT (**"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 are referred to herein sometimes as a **"Party"** or the **"Parties"**.

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

1. The agreement between the Parties identified as **Contract No. SCON-10000371** 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 **January 9, 2027** and expiring on **January 8, 2028.** There is/are **zero (0)** renewal option(s) left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$7,609,623.61** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$2,440,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$10,049,623.61**.

C. 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 their officer or representative 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. This 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. To the event 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on October 8, 2026, 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: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

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.

By: Cynthia Palmer

Print Name: Cynthia Palmer

Title: Chief Operating and Financial Officer

Date: 10/15/2025

ATTEST: Tina Weinus
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 11/03/2025

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: Diane 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
#13

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 14, 2026

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses, Updates and Support

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Board approval is requested to issue a purchase order to Oracle America, Inc. in the amount of $167,537.62 for continued product support and upgrades for various database software licenses for a one-year period from November 15, 2026, through November 14, 2027.

Oracle America, Inc. has been designated as a single source provider for these services.

This contract is included in the OM&A Budget.

Reviewed by:

Rafael Millan
Director of IT

Jim Greer
Chief of Technology and Operations Officer

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Second Contract Renewal with A-To-Be USA LLC for Visitor Toll Pass (VTP) Kiosks
Contract No. SCON-10000298

Board approval of the second renewal for the above referenced contract with A-To-Be USA LLC in the amount of $91,300.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes continued maintenance and support of Visitor Toll Pass kiosks.

Original Contract	$ 1,043,600.00
First Renewal	$0.00
Second Renewal	$91,300.00
Total	$1,134,900.00

This contract is included in the OM&A Budget.

Reviewed by: _____
Tom Chully
Director of Toll Operations

_____
Jim Greer
Chief Technology & Operations Officer

RENEWAL NO. 2

to

CONTRACT NO. SCON-10000298

[Formerly Contract No. 001940]

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

A-TO-BE USA LLC

THIS RENEWAL AGREEEMENT (**"Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **A-TO-BE USA LLC** (**"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. Renewal of Agreement. The Parties hereto agree as follows:

1. The agreement between the Parties identified as **Contract No. SCON-10000298** 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 **January 18, 2027** and expiring on **January 17, 2028.** There is/are **zero (0)** renewal option(s) left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$1,043,600.00** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$91,300.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$1,134,900.00**.

C. 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 their officer or representative 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. This 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. To the event 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on October 8, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

A-TO-BE USA LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

RENEWAL NO. 1

to

CONTRACT NO. 001940

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

A-TO-BE USA LLC

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **A-TO-BE USA LLC** (**"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. 001940**, 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 **01/18/2026** and expiring on **1/17/2027**. 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 **$1,043,600.00** 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 **$0.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$1,043,600.00**.

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 and Contractor signing through its undersigned signatory, duly authorized to execute same.

A-TO-BE USA LLC

By: [signature]
Print Name: DOUGLAS CHASTAIN
Title: CSO NORTH AMERICA
Date: Nov 20 2025

ATTEST: [signature]
Secretary or Notary

STEPHEN ELIJAH DELEON
Notary Public, State of Texas
Comm. Expires 10-09-2027
Notary ID 134596221

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Print Name: Aneth Williams
Title: Director of Procurement
Date: 11/21/2025

CONTRACT



AND

A-TO-BE USA LLC

VISITOR TOLL PASS (VTP) KIOSKS
CONTRACT NO. 001940

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $1,043,600.00

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

VISITOR TOLL PASS (VTP) KIOSKS

CONTRACT NO. 001940

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001940

CONTRACT

This Contract is made this 8th 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 A-TO-BE USA LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 1062 N. Garfield Street, Lombard, IL 60148, 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 Visitor Toll Pass (VTP) Kiosks Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 19, 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.

2. TERM AND NOTICE

The "Initial Contract Term" shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Production Term" and continue through the "Initial Service Term".

The term for the production, delivery, testing, and acceptance of the 1st Visitor Toll Pass (VTP) Kiosk shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Production Term." The initial production term shall be completed by March 31, 2023.

The term for the production, delivery, testing, and acceptance of the 2nd through 7th Visitor Toll Pass (VTP) Kiosks shall commence from the date indicated in the Notice to Proceed from CFX, hereinafter "Final Production Term." The final production term shall be completed by September 29, 2023.

The initial service term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Service 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 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 $1,043,600.00 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. 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. Each shall carry a rating of at least "B+" (Good) as defined by A.M. Best 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** 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) If the performance of services includes any use of motor vehicles, 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;

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 (if applicable), (b) be primary insurance, (c) 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 (d) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. 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.

CFX, without waiving any limits or limitations established by Section 768.28, Florida Statutes, agrees that contractor's liability for indemnification shall be no more than up to three times the amount of the Contract price, including any punitive, consequential or indirect damages that may be awarded.

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

Henrique Cordeiro, Account Manager

Rui Dias, Lead Designer/Architect

José Mocito, Support Leader

Ana Sílvia Santos, Project Manager

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: General Counsel

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology and Operations

CONTRACTOR: A-TO-BE USA LLC
Attn: Henrique Sengo Cordeiro, VP Sales US
1062 N. Garfield Street
Lombard, IL 60148

A-TO-BE USA LLC
Attn: Douglas Chastain, CSO USA
1062 N. Garfield Street
Lombard, IL 60148

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Attachment 1 - VTP hangtag transponders
Attachment 2 - Vending Machine API

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 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:

A-TO-BE USA LLC

By: _____ COO

CSO

ATTEST: _____ (Seal)

BILLIE JEAN BLUMFIELD
Notary Public, State of Texas
Comm. Expires 10-29-2025
Notary ID 133421297

DATE: 12/20/2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

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

_____
General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT “A” – SCOPE OF SERVICES

SCOPE OF SERVICES
TOLL OPERATIONS
VISITOR TOLL PASS (VTP) KIOSK
CONTRACT NO. 001940

1.0 DESCRIPTION

Vendor shall provide seven (7) kiosks that will dispense CFX's Visitor Toll Pass (VTP) hangtag transponders at the Orlando International Airport (the Airport). CFX will be responsible for working with the Greater Orlando Aviation Authority (GOAA), the governmental entity that operates Orlando International Airport, to ensure floor space is available for each of the VTP kiosks.

2.0 GENERAL OBLIGATIONS

2.1 AUTOMATION – The Vendor shall be able to dispense VTP hangtag transponders (**Attachment 1**) through their VTP kiosk and a CFX-created and maintained phone application. The Vendor's VTP kiosk shall be fully automated.

2.2 OPERATION – The Vendor's VTP kiosk shall be capable of dispensing hangtag transponders 24 hours/day, seven days/week.

2.3 TERM – See Contract, Section 2.

2.4 FABRICATION/IMPROVEMENTS – The successful Bidder shall provide and install all equipment necessary to operate secure VTP kiosks at the Airport. All VTP kiosks shall be new and shall be compatible with the quality of finishes of comparable equipment (concessions vending machines, ATMs, etc.) used throughout the Airport. In addition, the successful Bidder shall be required to submit to CFX (and then CFX to GOAA), all electrical work, if any, to be performed in accordance with the GOAA's Electrical Standards. The Airport supports a large population of the public moving to and from ground transportation and airplanes which require more sophisticated controls for mechanical systems and more attention to mechanical, electrical and fire protection operation than elsewhere. The construction environment at the Airport is more controlled with more restricted access for contractors and materials due to Airport operations and security concerns.

2.5 AMERICANS WITH DISABILITIES ACT – The successful Bidder shall be responsible, at its cost, for ensuring that VTP kiosks conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines.

3.0 HARDWARE REQUIREMENTS

3.1 KIOSK STRUCTURAL

3.1.1 TYPE – The VTP kiosks shall be free-standing devices and shall not adhere to walls. Per 2.5, Vendor shall ensure that VTP kiosks adhere to all ADA accessibility requirements.

3.1.2 DIMENSIONS – VTP kiosks will be deployed in multiple locations inside of the Airport. Vendor shall determine the appropriate size of each kiosk to ensure each device is large enough to be visible by the traveling public.

3.1.3 ENCLOSURE – VTP kiosks shall meet the standards established by the National Electrical Manufacturers Association (NEMA) for a 2 rating [minimum]. NEMA 2: Indoor-use enclosures that restrict worker access to hazardous components, and protect the equipment stored inside against the ingress of solid foreign contaminants and dripping or lightly splashing liquids.

VTP kiosks shall include locking mechanism to ensure the kiosk is secure.

3.1.4 DROP DOOR– VTP kiosks shall include a transparent door to allow customers to visually see that a VTP hangtag transponder has been dispensed. Another type of dispensing mechanism clearly visible to the customer is also acceptable.

3.1.5 VIDEO DISPLAY – VTP kiosks shall have digital displays with the following minimum characteristics:

- Minimum 27” monitor/screen
- Touch screen
- 1920 x 1080 resolution
- Portrait orientation

3.1.6 SCANNER – VTP kiosks shall each integrate an external Quick Response (QR) code scanner into each kiosk's structure. The external QR code scanner shall be customer-facing and must be intuitive for customers to hold their smartphone in proximity to access the VTP mobile application's QR code. VTP hangtag transponders are distributed by the VTP kiosk once a customer's QR code is recognized by the scanner (see Attachment 2 for a description).

3.1.7 POWER – VTP kiosks shall use a three-prong electrical plug that consists of a minimum 10-foot cord. Vendor shall make power cord retractable or provide ability to wrap around a spindle on interior or exterior of VTP kiosk.

VTP kiosks shall include a uninterruptible power supply (UPS) device to keep the VTP kiosk running for at least 10-minutes if incoming power is disrupted. CFX will be responsible for power and civil/conduit work with GOAA.

3.1.8 VENTILATION – VTP kiosks shall ensure that the inside of VTP kiosk enclosures maintain a suitable operating temperature.

3.1.9 RETURN BOX – VTP kiosks shall include a secured (locked) compartment that allows customers to return their VTP hangtag transponders upon trip completion. Vendors shall restrict the opening to the compartment to the size of the VTP hangtag transponder.

The drop box attached to a VTP hangtag kiosk is not the primary return location. The inclusion of a drop box on each VTP hangtag kiosk is to facilitate additional capacity and not to replace the current, larger drop boxes as customers may return to the machine rather than the designated drop boxes. The return box at a VTP kiosk shall accommodate up to 200 VTP hangtags.

3.1.10 CASTERS – VTP kiosks shall include casters that allow for mobility and leveling of the device. Casters must include locking mechanisms.

3.2 KIOSK TECHNOLOGY

3.2.1 CENTRAL PROCESSING UNIT (CPU) – Each VTP kiosk's CPU shall be configured so that CFX has the ability to reboot remotely, as necessary. The Vendor shall specify the details of their CPU in their RFP response.

3.2.2 OPERATING SYSTEM (OS) – CFX is operating system-agnostic. The Vendor shall specify the details of the OS their VTP kiosks will run in their RFP response. The Vendor shall detail their method (or long-term servicing channel) for delivering updates to VTP kiosks.

3.2.3 SOURCE CODE – The Vendor and CFX agree the Vendor retains intellectual property for their core source code for the general operation of their kiosk system. The Vendor and CFX agree that any custom code created by the Vendor to interact with CFX's VTP kiosk APIs (**Attachment 2**) and the subsequent dispensing of VTP hangtag transponders shall be owned by CFX upon the receipt, test, deployment and payment for by CFX of the seven (7) VTP kiosks. Should the Vendor cease to exist (i.e., bankruptcy, etc.), CFX must have the ability to continue operations of VTP kiosks without disruptions.

CFX may be willing to grant the Vendor a license back for using the intellectual property in other projects. This topic can be negotiated with the successful Vendor.

CFX is not amendable to using a third-party escrow agent to retain the VTP kiosk hangtag source code.

3.2.4 MOBILE & WiFi NETWORKING – VTP kiosks shall have the ability to access 4G at a minimum . Additional networking ethernet or WiFi is optional. The responsibility for acquiring and paying for service from a provider shall reside with CFX.

3.2.5 REPORTING – CFX shall have the ability to access data from VTP kiosks via Application Programming Interfaces (APIs) or the Vendor shall provide a comparable reporting solution.

3.2.6 KEYBOARD – The Vendor shall provide an internal keyboard inside each VTP machine, or suitable method, to provide on-site support.

3.3 KIOSK INVENTORY

3.3.1 QUANTITY – CFX seeks to maximize the number of VTP hangtag transponders that each VTP kiosk retains in stock. Each VTP kiosk shall have the capability to store a minimum of 1,000 VTP hangtag transponders within the VTP kiosk to dispense to customers.

3.3.2 ACCURACY – The Vendor shall ensure that VTP hangtag transponders are dispensed from each VTP kiosk. CFX asks Vendors to attempt to achieve an accuracy of 99.99 (one error for every 1,000 VTP hangtag transponders dispensed). Vendors shall propose an alternative accuracy percentage if 99.99 is not realistic.

CFX will provide day-to-day oversight of the VTP hangtag kiosks, including the condition of VTP hangtags. CFX will work with the successful Vendor to maintain the quality of VTP hangtags dispensed.

Images of VTP hangtag examples that CFX will return to inventory are included in (Attachment 1) to this scope. CFX will not return VTP hangtags to inventory that contain any or the following characteristics: warped, torn, peeling, damaged barcode and/or visible signs of wear.

3.4 KIOSK MARKETING

3.4.1 BRANDING – CFX shall provide the Vendor with graphics to wrap each VTP kiosk.

4.0 SERVICE REQUIREMENTS

4.1 EQUIPMENT

4.1.1 TYPE – Vendor shall provide seven (7) new VTP kiosks.

4.1.2 KIOSK DELIVERY – Deployment of VTP kiosks shall be an iterative process conducted as follows:

A. The Vendor shall provide one (1) VTP kiosk to CFX for within ninety (90) calendar days from the time CFX provides the Vendor with a signed Notice to Proceed (NTP).
B. The one (1) VTP kiosk shall be shipped FOB Destination by the Vendor to CFX Headquarters at 4974 ORL Tower Road, Orlando, Florida 32807.
C. CFX shall test the one (1) VTP kiosk for up to 30 calendar days once the VTP kiosk arrives at CFX Headquarters.
D. The Vendor shall work with CFX to modify (hardware and/or software) of the one (1) VTP kiosk based on results from CFX tests.
E. Once CFX deems testing of the one (1) VTP kiosk successful and complete, CFX shall provide the Vendor with notice to manufacture the remaining six (6) VTP kiosks identical (in both hardware and software) to the one (1) approved VTP kiosk.
F. The Vendor shall ship FOB Destination each of the remaining six (6) VTP kiosks as they are completed to CFX Headquarters at 4974 ORL Tower Road, Orlando, Florida 32807. CFX shall receive each of the remaining six (6) VTP kiosks by September 29, 2023. Upon successful testing and acceptance of the remaining six (6) VTP kiosks, CFX will install six (6) VTP kiosks at the Orlando International Airport (2 each inside terminals A, B and C). One (1) VTP kiosk shall remain located at HQ for test/development needs.
G. CFX shall provide a third Notice to Proceed for the services outlined in sections 4.1.3, 4.1.4, and 4.2 to commence concurrently with the installation of the six (6) VTP kiosks at the Orlando International Airport as outlined in section 4.1.2.F. above.

4.1.3 ON-CALL SERVICE – VTP kiosks are located at the Orlando International Airport where customers arrive at all hours of a day. Vendor shall provide CFX with various types of support for the VTP kiosks.

4.1.3.1 Online/Telephone Technical Support – CFX aspires to have Vendor provide support to CFX from 7AM Eastern through 11:59 PM Eastern, seven days per week, 365 days per year. Vendors shall propose an alternative is not realistic.

4.1.3.2 On-Site Technical Support – Vendor shall provide on-site support at the Orlando International Airport within 24 hours after CFX deems the on-site support necessary. This shall occur only after the Online/Telephone Technical Support (4.1.3.1) resources have been exhausted. (Use of a sub-contractor for on-site support is an option upon CFX approval.)

ON-SITE HARDWARE MAINTENANCE – Vendor will service all VTP kiosks as often as is necessary to keep all VTP kiosks in good working order. Vendor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning components of all VTP kiosks. Replacement components will be of a type and condition at least equal to the type and condition of components being replaced. CFX to perform on-site hardware maintenance, with training and support from Vendor. On-site hardware maintenance activities will be time and materials based via a change order between CFX and Vendor.

4.2 SOFTWARE UPGRADES

4.2.1 TESTING – Vendor shall ensure any system upgrades to VTP kiosks are thoroughly tested. Vendor shall provide all Vendor-tested system upgrades to CFX prior to being deployed for production. CFX will verify a system upgrade on a VTP kiosk located a CFX Headquarters. Vendor shall not deploy VTP kiosk system upgrades to production until approved by CFX.

4.2.2 NOTICE – Vendor shall coordinate information to customers to ensure advance notice of maintenance/system upgrades. Vendor shall provide customers notice at least five (5) days of upcoming maintenance/system upgrades.

5.0 WARRANTY

5.1 STANDARD ONE-YEAR WARRANTY:

The vendor shall warrant the kiosks to be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year for the original service commencement date. Shipping and handling fees are to be paid for by the vendor. The vendor agrees, at its option during the warranty period, to repair the defect in material or workmanship or to replace with a new kiosk of equal value in exchange without charge (no fee for shipping, handling, packing, return postage, will be incurred by the customer). Such repair or replacement is subject to verification of the defect or malfunction.

Attachment 1 - VTP hangtag transponders
Attachment 2 - Vending Machine API

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: October 8, 2026

SUBJECT: Approval of Third Contract Renewal with InContact, Inc. d/b/a Nice for Contact Center as a Service Platform
Contract No. SCON-10000073

Board approval of the third renewal for the above referenced contract with InContact, Inc. d/b/a Nice in the amount of $536,402.16 is requested. The original contract was for a one-year term with renewal options.

The work to be performed includes providing a cloud-based contact center platform and related services to support E-PASS operations.

Original Contract	$593,000.00
Amendment No. 1	$3,350.00
First Renewal	$600,000.00
Second Renewal	$720,000.00
Amendment No. 2	$1,909,709.21
Amendment No. 3	$0.00
Amendment No. 4	$0.00
Third Renewal	$536,402.16
Total	$4,362,461.37

This contract is included in the OM&A Budget.

Reviewed by:

Tom Chully
Director of Toll Operations

Jim Greer
Chief Technology & Operations Officer

SCON-10000073
Renewal No. 3
Total: $536,402.16

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/18/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL TOWER RD, Orlando, FL, 32807 and inContact, Inc. doing business as NICE ("NICE"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby removed from the Service Contract:

Usage Products

Item	Quantity	Net Unit Price	Total*
NiCE Additional Configured Universal Port (beyond 1 port included)	-19.00	$48.75	$-926.25
		Usage Products TOTAL:	$-926.25

* The rates set forth in the table(s) above do not include any applicable taxes.

If Customer is located in the United States or Canada, the carrier of record for all regulated telecommunications Services provided under this Addendum is inContact, Inc.

Quoted Pricing Validity

Pricing in this quote is valid until 2/16/2027, unless earlier withdrawn by NICE.

Length of Service Term: 12 Month Contract

Notwithstanding anything to the contrary in the Contract: (A) the Service Term is hereby renewed for a period of one (1) year, commencing November 1, 2026 and ending October 31, 2027 (the "Renewal Service Term"); (B) upon renewal of the Service Term on November 1, 2026, the Cloud Services MRC rates and per unit usage rates will not be increased; and (C) upon expiration of the Renewal Service Term, the Service Term will automatically renew for successive periods of one (1) month each, during which the Minimum Technology MRC rates and per unit usage rates will be twenty-five percent (25%) higher than the rates in effect immediately prior to expiration of the Renewal Service Term. Such month-to-month renewal periods will commence and continue unless and until: (i) either Party provides at least sixty (60) days' prior written notice of non-renewal to the other Party, or (ii) the Parties enter into a subsequent written addendum renewing the Service Term for an additional period of one (1) year or longer, at rates mutually agreed upon by the Parties; provided, however, that the Cloud Services MRC rates and per unit usage rates applicable to such subsequent renewal term will be increased by no less than five percent (5%) over the rates in effect immediately prior to expiration of the Renewal Service Term, without regard to any rate increase applicable during a month-to-month renewal period. Notice of Service Term non-renewal from Customer must be sent to
Contract-Unsubscribe@NICEinContact.com
; notice of non-renewal or termination by Customer via alternate methods shall not constitute notice.
For clarity, as of the date this Addendum is last signed below, the Minimum MRC applicable upon commencement of the Renewal Service Term is $37,752.55 (*)

(*) The Parties acknowledge that the total Minimum MRC is cumulative based on all signed addenda and subject to change based upon any Minimum MRC adjustments set forth in an addendum or otherwise agreed to by the Parties in writing.
In the event of any conflict or inconsistency between the renewal terms of this Addendum and the renewal terms of the Contract, the renewal terms of this Addendum will control.

Except as expressly set forth above, all other terms and conditions of the Contract as amended are unmodified and remain in full force and effect.

AS WITNESS whereof the parties hereto have caused this Addendum to be duly executed on their behalf effective as of the date of the later signature below.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM, INCLUDING ANY ATTACHED SCHEDULES HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

	Signed for and on behalf of:	Signed for and on behalf of:
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	**inContact, Inc. doing business as NICE**
Sign:	_____	_____
Name (Print):	_____	_____
Title:	_____	_____
Date:	_____/_____/_____	_____/_____/_____

Sign: _____

Name (Print): _____

Title: _____

Date: _____/_____/_____

Docusign Envelope ID: 5138958E-7AF5-4DFA-B373-C343146CBB58

SCON-10000073
Amendment No. 4
Total: $0.00

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/18/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL TOWER RD, ORLANDO, FL, 32807 and inContact, Inc. doing business as NICE ("NICE"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby removed from the Service Contract:

NICE Subscriptions

Item	Quantity	Net Unit Price	Total*
CXone Workforce Engagement Management (per Configured User)	-230.00	$49.20	$-11,316.00
		NICE Subscriptions TOTAL:	$-11,316.00

- The following items are hereby added to the Service Contract:

Implementation & Training

Item	Quantity	Net Unit Price	Total*
CXone Workforce Management Advanced Implementation	1.00	$0.00	$0.00
CXone Workforce Management Training	1.00	$0.00	$0.00
		Implementation & Training TOTAL:	$0.00

NICE Subscriptions

Item	Quantity	Net Unit Price	Total*
CXone Mpower Workforce Management Advanced (per Configured User)	230.00	$33.60	$7,728.00
CXone Mpower Quality Management (per Configured User)	230.00	$24.60	$5,658.00
		NICE Subscriptions TOTAL:	$13,386.00

Pricing in this quote is valid until 12/31/2025, unless earlier withdrawn by NICE.

If Customer is located in the United States or Canada, the carrier of record for all regulated telecommunications Services provided under this Addendum is inContact, Inc.

The Minimum Technology Monthly Recurring Charge is hereby increased by USD 2,070.00 and will begin on the earlier of (i) the first day of the calendar month following the Go-Live Date, or (ii) the first day of the calendar month after the passage of Five (5) months from the execution below. All other product, price or usage changes affected by this Addendum will become effective on the first day of the calendar month following execution below.

* The rates set forth in the table(s) above do not include any applicable taxes.

Length of Service Term: 12 Month Contract

Docusign Envelope ID: 5138958E-7AF5-4DFA-B373-C343146CBB58

Trial Cloud Services

The following promotional terms apply to the Cloud Services set forth in this Addendum (the "**Trial Cloud Services**"):

(a) Customer is receiving a promotional offer for a no-cost trial of certain CXone advanced-tier Cloud Services. Customer understands that this promotion applies solely to upgrades from standard or basic versions to more advanced tiers of the same existing CXone Cloud Services.

(b) The Trial Cloud Services will be provided free of charge for a period of one hundred and twenty (120) days ("**Trial Period**"), beginning on the Go-Live Date of the Trial Cloud Services. During the Trial Period, Customer may discontinue use of the Trial Cloud Services at any time by providing written notice to NICE.

(c) If Customer does not opt out during the Trial Period, Customer agrees to purchase the Trial Cloud Services for a minimum Subscription Term of twelve (12) months, at the pricing set forth in this Addendum. The paid Subscription Term will begin immediately following the conclusion of the Trial Period.

(d) This promotion applies only to the Trial Cloud Services monthly recurring charges (MRCs) and any associated implementation fees included in this Addendum. It does not apply to success packages, professional services, third-party software, network connectivity, or other separately priced items.

(e) For the sake of clarity, the Trial Cloud Services are solely referring to the CXone Mpower Workforce Management Advanced (per Configured User) services listed in the table above.

(f) Notwithstanding anything to the contrary in this Addendum, the MRC increase referenced above will not begin until after the completion of the Trial Period in accordance with the terms of this section labeled Trial Cloud Services.

"Minimum Commitment" means the minimum committed amount, whether expressed in units or currency, of Cloud Services as specified in this Order.

Docusign Envelope ID: 5138958E-7AF5-4DFA-B373-C343146CBB58

Except as expressly set forth above, all other terms and conditions of the Contract as amended are unmodified and remain in full force and effect.

AS WITNESS whereof the parties hereto have caused this Addendum to be duly executed on their behalf effective as of the date of the later signature below.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM, INCLUDING ANY ATTACHED SCHEDULES HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

Signed for and on behalf of:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign: Aneth Williams

Name (Print): Aneth Williams

Title: Director of Procurement

Date: 12 / 30 / 2025

Signed for and on behalf of:

inContact, Inc. doing business as NICE

Sign: Signed by: Dante Fantoni 3B1454522DB44A8...

Name (Print): Dante Fantoni

Title: Director, Business Finance

Date: December 31, 2025

Sign: Signed by: Frank Fiorilli E30738B8EE0D407...

Name (Print): Frank Fiorilli

Title: Deal Desk Director

Date: December 30, 2025

Docusign Envelope ID: 5138958E-7AF5-4DFA-B373-C343146CBB58

Product Descriptions Schedule

Implementation & Training

CXone Workforce Management Advanced Implementation

- Implementation and setup of CXone WFM
- Billed as a one-time (non-recurring) charge
- Implementation includes:
  - Business requirements session and documentation
  - Initial System Configuration
  - User acceptance testing
  - Additional web-based training included
  - Auto-approval for time off requests based on requirements on the interval-level
  - Go-Live support
  - 2 weeks post Go-Live support
  - Up to 37 project hours

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms

CXone Workforce Management Training
- Private remote/virtual instructor-led training
- Training on the CXone Workforce Management platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one-time (non-recurring) charge
- Limit of 12 attendees per course
- Travel and accommodations are extra for onsite training

NICE Subscriptions

CXone Mpower Workforce Management Advanced (per Configured User)

Building on the basic core tier, CXone Mpower Workforce Management Advanced offers additional capabilities to further enhance workforce management:

- Customizable Forecast Methods: Allows user-selected forecast methods to tailor forecasting to specific business requirements.

- Optimized Lunch and Break Times: Aligns break schedules with workforce demands to improve overall efficiency.

- Enhanced Meeting Scheduler and Future Activities: Supports the creation of recurring events, streamlining the planning of regular meetings or briefings.

- Auto-Approval for Requests: Automatically approves time off requests, extra hours, and self-swaps based on interval-level staffing needs.

- Self-Service Management: Enables agents to manage interval-level time off, extra hours, and self-swaps via web and mobile platforms.

- Mobile Shift Bidding: Facilitates shift bidding directly from mobile devices.

- API Integration: Provides API for importing earned time off and exporting summary data.

- Dynamic Break Policies: Automatically adjusts break activities based on changes in shift length.

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The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/WFO

CXone Mpower Quality Management (per Configured User)

- Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups.
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
    - Form Designer
    - Evaluation
    - Calibration
    - Dispute
    - Coaching
    - Dashboards
    - Quality Planner

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/WEM

Docusign Envelope ID: 5DB77F9D-0BA0-4263-9731-52B4BC46D200

SCON-10000073
Amendment No. 3
Total: $0.00

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/18/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL TOWER RD, ORLANDO, FL, 32807 and inContact, Inc. doing business as NICE ("NICE"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby removed from the Service Contract:

NICE Subscriptions

Item	Quantity	Net Unit Price	Total*
CXone Email (per Configured User)	-42.00	$6.06	$-254.52
CXone Additional Configured Universal Port (beyond 1 port included)	-1.00	$48.75	$-48.75
CXone Mpower ACD / IVR (per Configured User)	-255.00	$98.95	$-25,232.25
		NICE Subscriptions TOTAL:	$-25,535.52

- The following items are hereby added to the Service Contract:

Implementation & Training

Item	Quantity	Net Unit Price	Total*
Textel Base Implementation	1.00	$2,250.00	$2,250.00
Textel ITR Design	1.00	$2,250.00	$2,250.00
Textel API Consulting Package	1.00	$2,250.00	$2,250.00
CXone Messaging Digital First Email Implementation	1.00	$0.00	$0.00
CXone Mpower AutoSummary Implementation	1.00	$0.00	$0.00
		Implementation & Training TOTAL:	$6,750.00

NICE Subscriptions

Item	Quantity	Net Unit Price	Total*
Textel 250K Messages (per BU)	1.00	$5,950.00	$5,950.00
Textel Overage Rate Beyond 250K (per Message)	1.00	$0.03	$0.03
Textel Long Code (per month)	1.00	$8.50	$8.50
CXone Mpower Omnichannel Agent (per Configured User)	255.00	$98.89	$25,216.95
CXone Additional Configured Universal Port (Beyond 3 ports included)	1.00	$34.00	$34.00
		NICE Subscriptions TOTAL:	$31,209.48

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Usage Products

Item	Quantity	Net Unit Price	Total*
Textel Long Code MRC Surcharge - Tier 1 International	1.00	$8.50	$8.50
CXone Mpower AutoSummary (per summary)	1.00	$0.12	$0.12
		Usage Products TOTAL:	$8.62

Pricing in this quote is valid until 6/27/2025, unless earlier withdrawn by NICE.

If Customer is located in the United States or Canada, the carrier of record for all regulated telecommunications Services provided under this Addendum is inContact, Inc.

The Minimum Technology Monthly Recurring Charge is hereby increased by USD 5,682.55 and will begin on the earlier of (i) the first day of the calendar month following the Go-Live Date, or (ii) the first day of the calendar month after the passage of Ninety (90) days from the execution below. All other product, price or usage changes affected by this Addendum will become effective on the first day of the calendar month following execution below.

* The rates set forth in the table(s) above do not include any applicable taxes.

Length of Service Term: 12 Month Contract

Service Term

Notwithstanding anything to the contrary in this Addendum, this Addendum shall run coterminous with the Service Contract Term which currently ends October 31, 2026.

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Except as expressly set forth above, all other terms and conditions of the Contract as amended are unmodified and remain in full force and effect.

AS WITNESS whereof the parties hereto have caused this Addendum to be duly executed on their behalf effective as of the date of the later signature below.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM, INCLUDING ANY ATTACHED SCHEDULES HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

Signed for and on behalf of:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign: Aneth Williams

Name (Print): Aneth Williams

Title: Director of Procurement

Date: 4 / 15 / 2025

Signed for and on behalf of:

inContact, Inc. doing business as NICE

Sign: DocuSigned by: Dan Belanger 07E12628C1DD455...

Name (Print): Dan Belanger

Title: President

Date: April 16, 2025

Sign: Signed by: Dante Fantoni 3B145452ZDB44A8...

Name (Print): Dante Fantoni

Title: Director, Business Finance

Date: April 16, 2025

Docusign Envelope ID: 5DB77F9D-0BA0-4263-9731-52B4BC46D200

Textel Long Code Message Carrier Surcharges

Country	Long Code SMS Surcharge
Australia	USD 0.0160
Austria	USD 0.0350
Belgium	USD 0.0860
Canada	USD 0.0060
Chile	USD 0.0270
Denmark	USD 0.0160
Estonia	USD 0.0340
France	USD 0.0350
Germany	USD 0.0860
Hong Kong	USD 0.0420
Hungary	USD 0.0630
Israel	USD 0.0860
Italy	USD 0.0350
Jersey	USD 0.0250
Jordan	USD 0.0420
Latvia	USD 0.0340
Lithuania	USD 0.0250
Luxembourg	USD 0.0630
Netherlands	USD 0.0630

Country	Long Code SMS Surcharge
Norway	USD 0.0350
Philippines	USD 0.0130
Poland	USD 0.0160
Portugal	USD 0.0130
Romania	USD 0.0340
Russia	USD 0.0270
Saudi Arabia	USD 0.0270
Singapore	USD 0.0270
Slovakia	USD 0.0420
Slovenia	USD 0.0270
South Africa	USD 0.0130
South Korea	USD 0.0160
Spain	USD 0.0270
Sweden	USD 0.0340
Switzerland	USD 0.0270
Taiwan	USD 0.0340
Thailand	USD 0.0130
United Kingdom	USD 0.0250
USA	USD 0.0060

Country	Long Code MMS Surcharge
USA	USD 0.0150

Country	Long Code MMS Surcharge
Canada	USD 0.0150

Textel Short Code Message Carrier Surcharges

Country	Short Code SMS Surcharge
Argentina	USD 0.0890
Brazil FTEU	USD 0.0180
Bulgaria FTEU	USD 0.0890
Canada	USD 0.0085
China	USD 0.0180
Colombia FTEU	USD 0.0060
Dominican Republic	USD 0.0330
Ecuador	USD 0.0440
Egypt FTEU	USD 0.0500
Finland	USD 0.0500
India (Extended)	USD 0.0280

Country	Short Code SMS Surcharge
Japan	USD 0.0690
Malaysia	USD 0.0280
Mexico	USD 0.0180
Morocco	USD 0.0690
New Zealand	USD 0.0550
Panama	USD 0.0440
Peru FTEU	USD 0.0280
United Arab Emirates	USD 0.0280
Uruguay	USD 0.0550
USA	USD 0.0086

Country	Short Code MMS Surcharge
USA	USD 0.0250

Country	Short Code MMS Surcharge
Canada	USD 0.0250

Textel SMS Alpha Sender ID Custom Carrier ID Surcharge

Alpha Sender ID Custom Carrier ID Surcharge
USD 0.10

Carrier surcharge fees will be passed through to customers at the same rate charged to (Textel) by the carrier. Customers agree to pay these charges. Pass-through fees may change from time to time.

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Product Descriptions Schedule

Implementation & Training

Textel Base Implementation
This implementation package is intended for the base implementation for new Textel customers, from project kick-off to go-live support. Package includes:

•Requirements/Design Workshop
•SMS Regulatory Compliance Workshop
•SMS Line setup and configuration
•Inbound / Outbound Agent Conversations within MAX or CXone Agent
•SMS touting to agents
•Configuration of Auto-Replies
•Configuration of Agent Quick-Replies
•Configuration of Keywords
•Implementation of Basic IVR Integration
•System testing
•UAT support
•Go-Live support

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/Textel

Textel ITR Design
-This implementation package is intended for adding on Textel ITR to an existing or new Textel setup. Package includes:

- •Project Kickoff Meeting
- •ITR Requirements/Design Workshop
  - •Review ITR Best Practices
  - •Review customer use cases
  - •Establish a high level design
- •Includes five prompts and additional ones can be scoped.

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/Textel

Textel API Consulting Package
This implementation package is intended for adding on Textel APIs to an existing or new Textel setup. Package includes:

- •Textel API Consultants will provide guidance on the use of the Textel Developer APIs. Textel will assist in understanding which APIs are appropriate for use in a customers development project as well as advise on the best way to utilize the APIs for the desired application. This consulting covers any of the Textel APIs available. This engagement is for API consulting only, all software development is the responsibility of the customer.

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/Textel

CXone Messaging Digital First Email Implementation
Package required for setup and configuration of Digital First Email Channel.

Billed as a one-time (non-recurring) charge.
Implementation includes:
• Setup and configuration of up to 5 Digital First Email Channels.
• Covers the configuration of up to:

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3 Skills per channel
2 Workflows Automation Rules per channel
Does not include:
• Custom HTML Templates and Signatures
The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms

CXone Mpower AutoSummary Implementation

CXone Mpower AutoSummary will automate 100% of Agent Notetaking with the power of AI

- Billed as a one-time (non-recurring) charge.
- Implementation Includes:
  - 20 hours of Professional Service including consulting, basic setup, and error handling
  - For additional support beyond this package, Customer must purchase other PS packages, for scripting, APIs, etc.

NICE Subscriptions

Textel 250K Messages (per BU)

Multi-directional SMS and MMS on contact center phone numbers built into NICE CXone.

Long Code or Short Code must be purchased separately.

Billed monthly per contracted rate.

Key features & components include:

o Two-way texting within chat utilizing existing long codes (Local & Toll Free)

o Multimedia messaging including pictures, emoji's, documents & PDF

o Bulk send with status through PCD

o Two factor authentication

o Up to 250,000 messages included. Per message overage rate applies beyond 250,000.

Textel Overage Rate Beyond 250K (per Message)

Overage rate beyond 250,000 message package.

Billed per message beyond contracted package

Textel Long Code (per month)

- Multi-directional texting on random or vanity long codes built into NICE CXone
- Text-enabled toll free/long code phone number
- Billed monthly per long code
- Carrier surcharges will apply
- Key features & components include:
  - Two-way texting
  - Blast outbound or agent-initiated outbound
  - Ability to port existing contact center short codes or set up new long codes and provide access to features within the NICE CXone platform

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The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/Textel

CXone Mpower Omnichannel Agent (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 3 Universal Ports – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality
- 5 GB of storage per Configured User for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- NICE Dojo with the latest eLearning product courses
- Online documentation and help
- CXone Integrated Softphone:
  - CXone Integrated Softphone and agent usage for connectivity between Agent and the NICE inContact Platform for 2-way voice service
  - Softphone fully integrated into the NICE inContact MAX Interface. All voice communication controls delivered via MAX. No separate downloaded softphones or desk-phones required
  - Two-way voice connectivity between Agent and NICE inContact using WebRTC (Web Real Time Communications) protocol and compatible browsers
  - Additional charges will apply for the UAE region
- CXone Audio Recording Advanced:
  - Audio Recording Advanced (total or %-based)
  - Search
  - Playback
  - Encryption
- Digital Channels:
  - Applies to Live Agents only – no BOTs, Surveys, Alerts, or Proactive Outbound Campaigns
  - Unlimited Digital Channels include:
    - Apple Apps Review, Apple Business Chat, Facebook, Google Business Messenger, Google Places, Google Play, Instagram, Line, LinkedIn, MS Teams, Slack, Telegram, Twitter, Viber, WhatsApp, YouTube, BYO Channel.
  - SMS Channel:
    - The right to use SMS is included in the bundle, but SMS Codes (long, short, toll free) and the associated message rates vary by country and are sold separately.
  - WhatsApp Channel:
    - Customer will be charged for the conversation costs incurred on their WhatsApp account in a one-month period.
    - A Service/Handling Fee of fifteen percent (15%) of the monthly WhatsApp charges will apply.
    - NICE only utilizes third party channel pricing. Any change to the pricing policy made by WhatsApp will be passed along to Customer. WhatsApp pricing terms can be found on the WhatsApp Business site or within Customer's WhatsApp Business Account.
- Basic Guide - configure entrypoints to be displayed under basic conditions.
- Channels are subject to regional availability.

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- See product specific terms for channel specific restrictions.
- Fair use policy: Not to exceed 50,000 messages, per agent, per month. Messages are defined as those routed by the system or subsequent responses by the agent.
- The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms and NICE.com/terms/WEM

CXone Additional Configured Universal Port (Beyond 3 ports included)

- Universal Port in excess of 3 ports included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICE.com/terms/GeneralSoftwareTerms

Usage Products

Textel Long Code MRC Surcharge - Tier 1 International

Carrier imposed surcharge for International Long Code in US, Canada, Lithuania, Jersey, UK, Hungary, Netherlands, Luxembourg

Billed monthly per long code

CXone Mpower AutoSummary (per summary)

Enlighten Mpower AutoSummary automates Agent Notetaking with the power of AI.

- Automatically summarize interactions in real time to reduce time spent taking post-interaction notes and increase consistency of account history.
- Available for the following languages: English, Brazilian Portuguese, Latin American Spanish.
- Available for the following channels: voice, digital channels including Email.
- Users are billed based on the total number of summarized interactions in the month.
- Presented to Agents in softphone UI for review.

The use of this product is governed by additional terms found online at https://nice.com/terms/GeneralSoftwareTerms and https://nice.com/terms/Analytics

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SCON-10000073
Amendment No. 2
Total: $1,909,709.21

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/18/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 Orl Tower Rd, Orlando, FL, 32807 and inContact, Inc. doing business as NICE ("NICE"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

Pricing in this quote is valid until 2/22/2024, unless earlier withdrawn by NICE.

Length of Service Term:	36 Month Contract

Minimum MRC:
For clarity, the Minimum MRC will be $30,000.00

Service Term; Renewal Terms:
The Service Term for the Service Contract will renew effective as of November 1, 2023 for thirty-six (36) months that expires on October 31, 2026. Thereafter the Service Term may be renewed for a one (1) year period or longer by written, mutual agreement of the Parties with no less than sixty (60) days written notice.

The Service Term will not automatically renew on November 1, 2026, and the Parties agree to negotiate in good faith to establish the rates for such renewal Service Term. If the Parties do not reach agreement on renewal of the Service Term, and Customer continues to receive Services after expiration of the Service Term, then the Service Term will renew for periods of one (1) month each until the Parties reach agreement on renewal of the Service Term or either Party gives notice of non-renewal. During month to month Service Terms, the Technology Services MRC rates and usage rates will be 25% higher than the rates as of expiration of the annual Service Term.

Renewal Rates:
Upon renewal of the Service Term on November 1, 2023, the rates for Cloud Services will increase by 3%, which will be applied no sooner than the December 1, 2023 invoice. Upon expiration of the Service Term on October 31, 2026, and with each renewal thereafter, the rates for Cloud Services are subject to a rate increase not to exceed five percent (5%).

Current Pricing Reference Table:
Actual monthly charges will vary based on usage and quantities. All services listed on this Addendum are provided under the terms of the inContact Standard Terms of Use and Service Contract signed by Customer on 6/18/2020. Both Parties agree to the Services and charges in the table below.

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SOFTWARE MRC PRODUCTS		PREV BILLED	CPU COST
Additional Data Storage CXone Additional Active Storage (per GB)	07/01/2023 - 07/31/2023	659	2.43
CXone ACD / IVR (per Configured User)	07/01/2023 - 07/31/2023	290	98.95
CXone Additional Configured Universal Port (beyond 1 port included)	07/01/2023 - 07/31/2023	0	52.73
Long Term Storage (per GB)	07/01/2023 - 07/31/2023	0	0.11
Long Term Storage Retrieval (per GB)	07/01/2023 - 07/31/2023	0	1.49
CXone Email (per Configured User)	07/01/2023 - 07/31/2023	34	6.06
CXone Screen Recording (per Configured User)	07/01/2023 - 07/31/2023	252	10.54
NICE inContact CXone Workforce Engagement Management (per Configured User)	07/01/2023 - 07/31/2023	250	49.20
CXone Feedback Management IVR Channel (per Agent)	07/01/2023 - 07/31/2023	176	4.05
CXone Feedback Management VoC Platform Fee	07/01/2023 - 07/31/2023	1	405.56
NICE inContact CXone Feedback Management VoC (per Agent)	07/01/2023 - 07/31/2023	176	20.27
CXsuccess Premier Package	07/01/2023 - 07/31/2023	1	3090.00

Network Connectivity MRC		PREV BILLED	CPU COST
CXone Domestic Toll Free Number [US & CAN]	07/01/2023 - 07/31/2023	4	1.00
CXone Local Number [US & CAN]	07/01/2023 - 07/31/2023	5	5.00
CXone SIP Connectivity over Internet	07/01/2023 - 07/31/2023	138	10.00
IPSec Connectivity for Voice	07/01/2023 - 07/31/2023	1	50.00
NICE inContact CXone MPLS Port	07/01/2023 - 07/31/2023	1	514.00
Usage Charges			
DID PSTN Indeterminate	07/01/2023 - 07/31/2023	6.5	0.010769231
DID PSTN InterState	07/01/2023 - 07/31/2023	2.2	0.009090909
DID PSTN IntraState	07/01/2023 - 07/31/2023	112.7	0.010026619
PSTN Agent IntraState	07/01/2023 - 07/31/2023	2985.8	0.010998727
PSTN Canada - Termination	07/01/2023 - 07/31/2023	1.2	0.008333333
PSTN Extended Territories - Termination	07/01/2023 - 07/31/2023	46	0.019347826
PSTN Indeterminate	07/01/2023 - 07/31/2023	0.6	0.016666667
PSTN InterState	07/01/2023 - 07/31/2023	2102.8	0.01099962
PSTN IntraState	07/01/2023 - 07/31/2023	6556.2	0.011000275
TF Termination Indeterminate	07/01/2023 - 07/31/2023	199	0.01

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Except as expressly set forth above, all other terms and conditions of the Contract as amended are unmodified and remain in full force and effect.

AS WITNESS whereof the parties hereto have caused this Addendum to be duly executed on their behalf effective as of the date of the later signature below.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM, INCLUDING ANY ATTACHED SCHEDULES HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

Signed for and on behalf of:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign:

Name (Print): Aneth Williams

Title: Director of Procurement

Date: 10 / 27 / 2023

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 26 day of October, 2023 for its exclusive use and reliance.

By:

Jo O. Thacker, Interim General Counsel

Signed for and on behalf of:

inContact, Inc. doing business as NICE

Sign: DocuSigned by: Frank Fiorilli EE50D4DA7AE04D8...

Name (Print): Frank Fiorilli

Title: Director, Deal Desk & Pricing

Date: 10/18/2023

Sign: DocuSigned by: Ashley Goodwin 9B18BA4F7E3349E...

Name (Print): Ashley Goodwin

Title: -VP Finance

Date: 10/20/2023

DocuSign Envelope ID: D370CAED-3D1D-4186-B455-B625CE3A55E2

SCON-10000073
Renewal No. 2
Total: $720,000.00



Service Contract

Customer:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	**Address:**	4974 ORL TOWER RD	**Quote Number:**	Q-86094
Contact:	Steven Vess	**City:**	ORLANDO	**Term:**	12 months
Phone:	8017155340	**State:**	FL	**Payment Terms:**	45 days
Email:	steven.vess@incontact.com	**Zip:**	32807	**Currency:**	U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions

Product	Quantity	List Price	Disc. (%)	MRC	Total MRC
ACD / IVR (per Configured User)	140.00	$150.00	39.00	$91.50	$12,810.00
Additional Configured Universal Port (beyond 1 port included)	20.00	$75.00	35.00	$48.75	$975.00
Additional Active Storage (per GB)	1.00	$7.50	70.00	$2.25	$2.25
Long Term Storage (per GB)	1.00	$0.10	0.00	$0.10	$0.10
Long Term Storage Retrieval (per GB)	1.00	$1.38	0.00	$1.38	$1.38
Workforce Optimization Pro (per Configured User)	140.00	$70.00	35.00	$45.50	$6,370.00
Screen Recording Pro (per Configured User)	140.00	$15.00	35.00	$9.75	$1,365.00
Automated Speech Recognition (per Minute)	1.00	$0.05	25.00	$0.04	$0.04
Interaction Analytics Pro (per Configured User)	140.00	$36.00	35.00	$23.40	$3,276.00
Email (per Configured User)	30.00	$8.00	30.00	$5.60	$168.00
Feedback Mgt IVR Channel (per Agent)	140.00	$5.00	25.00	$3.75	$525.00
Feedback Mgt VoC Platform Fee	1.00	$500.00	25.00	$375.00	$375.00
Feedback Mgt VoC (per Agent)	140.00	$25.00	25.00	$18.75	$2,625.00
CXsuccess Premier Package	1.00	$3,000.00	0.00	$3,000.00	$3,000.00
Customer Dynamics Essentials (per Configured User)	140.00	$15.00	30.00	$10.50	$1,470.00
				NICE inContact CXone Subscriptions TOTAL:	$32,962.77

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Minimum Monthly Commitment: USD 24,721

Professional Services

Implementation & Training					
Product	**Quantity**	**List Price**	**Disc. (%)**	**Price**	**Total Price**
CXone with User Hub	1.00	$0.00	0.00	$0.00	$0.00
Workforce Optimization Pro Implementation	1.00	$13,000.00	35.00	$8,450.00	$8,450.00
Screen Recording Pro Implementation	1.00	$4,000.00	35.00	$2,600.00	$2,600.00
Workforce Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Quality Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	$25,000.00	58.00	$10,500.00	$10,500.00
Customer Dynamics Essentials Team Implementation	1.00	$7,500.00	30.00	$5,250.00	$5,250.00
Automated Speech Recognition Implementation	1.00	$5,000.00	30.00	$3,500.00	$3,500.00
Email Implementation	1.00	$1,000.00	35.00	$650.00	$650.00
Interaction Analytics Pro: Implementation	1.00	$2,500.00	35.00	$1,625.00	$1,625.00
Interaction Analytics Pro – Professional Services - Customer Success Program	1.00	$5,500.00	35.00	$3,575.00	$3,575.00
Interaction Analytics Pro – Training	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
Corporate Professional Services Implementation	1.00	$34,000.00	35.00	$22,100.00	$22,100.00
25 Menu Options DTMF Navigation	2.00	$2,000.00	30.00	$1,400.00	$2,800.00
50 Point of Contact Based Routing	2.00	$1,000.00	30.00	$700.00	$1,400.00
Corporate Onboarding Package	1.00	$10,000.00	30.00	$7,000.00	$7,000.00
ACD Training: Core	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
				Implementation & Training TOTAL:	$89,600.00

Network Connectivity

Monthly Network Connectivity Subscriptions					
Product	**Quantity**	**List Price**	**Disc. (%)**	**Price**	**Total Price**
Local Number [US]	4.00	$5.00	0.00	$5.00	$20.00
Domestic Toll Free Number [US]	3.00	$1.00	0.00	$1.00	$3.00

MAX Integrated Softphone	140.00	$0.00	0.00	$0.00	$0.00
				Monthly Network Connectivity Subscriptions TOTAL:	$23.00

Network Connectivity Setup & Activation

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Local Number [US] - SETUP	4.00	$1.00	0.00	$1.00	$4.00
Local Number Activation [US]	1.00	$100.00	0.00	$100.00	$100.00
Domestic Toll Free Number [US] - SETUP	3.00	$1.00	0.00	$1.00	$3.00
Domestic Toll-Free Activation	3.00	$10.00	0.00	$10.00	$30.00
Telecom Porting Fee	4.00	$20.00	0.00	$20.00	$80.00
				Network Connectivity Setup & Activation TOTAL:	$217.00

Monthly Loop Quote Subscriptions

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port	, ,	407-690	ATT	1	$404.00	$404.00
				Monthly Loop Quote Subscriptions TOTAL:		$404.00

Loop Quote Setup & Activation

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port - Setup	, ,	407-690	ATT	1	$250.00	$250.00
				Loop Quote Setup & Activation TOTAL:		$250.00

This Service Contract is governed by the NICE inContact Standard Terms of Use ("Terms") accessible at NICEinContact.com/Terms; additional terms or conditions included in a purchase order or similar document are not accepted. NICE inContact will perform the Services listed in this Service Contract, including all Schedules attached hereto, which are incorporated by reference. Corresponding product descriptions accessible at NICEinContact.com/Terms/Product Descriptions.

The Service Term will begin on the first day of the calendar month after the earlier of: (i) the Go-Live Date, or (ii) One Hundred Twenty (120) days after Customer signs below, and will automatically renew for up to two (2) additional one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days before expiration of the then-current Service Term. At the expiration of the final Service Term renewal, the Parties will negotiate in good faith for renewal of a Service Term beginning three (3) months before expiration of a Service Term. If the Parties cannot reach agreement on the business terms for renewal of the Service Term, then, the Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in Software Services rates at expiration of the Service Term until either Party gives thirty day (30) written notice of non-renewal of the Service Term. Notice of termination must be sent by Customer to inContact at Contract-Unsubscribe@inContact.com. Notice of termination via alternate methods shall not constitute notice. Notwithstanding the foregoing, any and all responsibilities and obligations of Customer to pay pursuant to the terms of this Service Contract are contingent upon an annual budget appropriation by the Board of Commissioners of Customer. The parties agree that in the event funds are not appropriated, this Service Contract may be terminated, which termination shall be deemed a termination for Cause and shall be effective upon Customer providing written notice to NICE InContact of such termination.

Either Party may terminate this Agreement for Cause by delivering written notice of such Cause to the other Party, with such termination being effective thirty (30) days after receipt of the notice of termination, unless cured within such thirty (30) day period. In the event Customer terminates this Service Contract or any Services for convenience, without Cause, prior to the end of the then-current Service Term, or in the event of termination for Cause by NICE inContact for Customer's failure to comply with any material obligation of this Agreement (including Customer's failure to make payments within the approved payment terms), Customer agrees to pay early termination charges including: (i) all MRC and NRC for Services provided; (ii) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current Service Term; (iii) any early termination fees or costs incurred by NICE InContact related charges from underlying carriers or vendors for cancellation of the underlying Services; and (iv) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account (collectively "Early Termination Charges"). Such Early Termination Charges shall not apply in the event of Customer's termination for Cause or Notice of Service Term non-renewal. Notice of Service Term non-renewal or termination must be sent to Contract-Unsubscribe@NICEinContact.com; notice of non-renewal or termination via alternate methods shall not constitute notice.

MRC charges will be based on the quantities and rates herein but may vary according to actual usage of the Services, subject to the Minimum Technology MRC. Each billing period, Customer will pay the greater of: (i) charges for Services actually used; or (ii) the Minimum Technology MRC. NRC accrue and will be invoiced upon Customer's signature below or as otherwise provided herein. The Minimum Technology MRC begins on the first day of the Service Term and may not be postponed because of a delay in implementation of Services unless due solely to NICE inContact. Upon renewal of any Service Term, and upon written notice, rates for Services may be increased by a rate not to exceed five percent (5%), and rates for telephony/data connectivity may be increased or decreased per prevailing market rates. Unless otherwise indicated herein, charges for all Services, charges, surcharge fees, and taxes are due in U.S. Dollars before the Past Due Date. "Past Due Date" means payments shall be made in accordance with Prompt Payment Act, but in no event later than 60 days from the invoice date, provided any such invoice is addressed to CFX's Director of Procurement. Past Due balances are subject to a late charge equal to the lesser of: (a) one-and-one-half percent (1.5%) per month, compounded; or (b) the maximum rate allowed by applicable law. Payments will be applied first to late charges and related expenses, then to Past Due amounts, and then to the current invoice. Written notice of an invoice dispute must be received by the Past Due Date or such invoice will be deemed to be correct and binding. NICE inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer agrees to pay all reasonable costs and expenses associated with the collection of Past Due Balances, including attorneys' fees, expenses, court costs, and service charges. MRC begin at the Go-Live Date and will be pro-rated in the Go-Live month. Customer may assert exemption from taxes or fees by providing an exemption certificate to NICE inContact.

NICE inContact DOES NOT OFFER 911, E911, 999, OR OTHER EMERGENCY SERVICES. For more information, please see NICEinContact.com/terms/911.

Contract Terms
For clarity, mutually agreed negotiated terms in the Service Contract will take precedence of the Standard Terms of Use if there is a conflict.

Amendments to Service Contract.
No modification alteration or amendment to this Service Contract, or the Terms of Use shall be binding upon Customer or NICE InContact until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto.

Payment Information on Account
Customer agrees to remit payments via ACH, wire transfer, check by phone or check.

Advance Payment
1. Within forty-five (45) days from Customer's signature, Customer shall remit USD 45,033.50 via wire transfer as advance payment toward future charges.

Public Records
Customer understands and acknowledges that Customer is a public agency required to comply with Chapter 119, Florida Statute governing the release of public records. To the extent a public record is not otherwise deemed exempt, Customer shall be required to disclose any such public records upon request.

IF NICE INCONTACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NICE INCONTACT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SERVICE AGREMEENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

Governing Law. This Service Contract shall be governed by and construed in accordance with the law of the State of Florida. Jurisdiction and venue for any dispute arising under this Service Contract will be exclusive to the state and federal courts seated in Orange County, Florida.

Each of the undersigned represents that they are duly authorized to execute this Service Contract on behalf of the Party he or she represents.

My Agent of Record is:

Customer:	inContact, Inc.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida,	:
Sign: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 09:49:43 -04'00'	Sign: DocuSigned by: Daniel G. Lloyd
Name (Print):	Name (Print): Daniel G. Lloyd
Title:	Title: Corporate General Counsel
Date:	Date: 6/12/2020
Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.17 17:00:28 -04'00'	Sign: DocuSigned by:
	Name (Print): Ray Langhaim
	Title: CFO
	Date: 6/12/2020

DocuSign Envelope ID: D370CAED-3D1D-4186-B455-B625CE3A55E2

NICE inContact CXone Subscriptions

ACD / IVR (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 1 Universal Port ($75 value) – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality

Additional features and services included with this contract:

- 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- If Call Recording per User is selected, customer will get 1 GB of storage per seat
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- inContact University with the latest eLearning product courses
- Online documentation and help

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/ACDIVR

Additional Configured Universal Port (beyond 1 port included)

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
  - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
  - Seamless data transfer from short-term to long-term storage
  - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
  - Scalable cloud infrastructure
  - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
  - Comprehensive metadata search capabilities for easy retrieval
  - Move files to active storage for analysis, audits, and other needs
  - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Optimization Pro (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording,

encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Form Designer
  - Evaluation
  - Calibration
  - Dispute
  - Coaching
  - Dashboards
  - Quality Planner
  - Audio Recording (total or %-based)
  - Search
  - Playback
  - Encryption
  - Forecasting and Scheduling
  - Shift Bidding
  - Time Off Management
  - Real-time adherence dashboard
  - Historical adherence report
  - 1 GB of storage included per user

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Screen Recording Pro (per Configured User)

- Provides capture of screen activity on the agent desktop while the agent handles a phone interaction. (Screen recording must be associated with voice recording.)
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Screen Recording (total or %-based)
  - Search
  - Playback
  - Encryption

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Automated Speech Recognition (per Minute)

- Automated Speech Recognition (ASR) allows callers to use their voice to provide input to the IVR to determine routing and other information
- Billed at a per minute model
- Key product features & components:
  - Multiple languages
  - Direct speech recognition
  - Ability to recognize numbers, alpha numeric input, dates, and digits
  - Custom grammars for custom speech input

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro (per Configured User)

- A robust text analytics tool that automatically analyzes every voice, chat, and email interaction and gives customers detailed, quantifiable, actionable insights
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Key product features & components:
  - Automatic analysis of every voice, email, and chat interaction
  - Automatic topic, category and trend discovery
  - Sentiment analysis
  - Integrated WAV Player and 100% call transcription
  - Keyword, phrase, and entity search
  - Powerful filtering capabilities
  - Multi-tenant, scalable cloud platform
  - Fully integrated with inContact ACD and SSO

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Analytics

Email (per Configured User)

- Email allows agents to be able to accept and respond to incoming and emails from customers.
- Configured Users are billed based on the highest number of users configured for an email skill in the platform at any one time during the month
- Key product features & components:
  - Email functionality can receive communications directly from the customer's email solution and send out responses using inContact's secure gateway
  - Email can be enhanced using custom scripting tools in inContact's Studio application

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt IVR Channel (per Agent)

- Provides ability to survey via IVR
- Billed monthly per the contracted quantity and rate
- Key product features & components:
- Ability to Survey Via IVR Channel
- Ability to skip invitation based on touch rules

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC Platform Fee

- Platform provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - Ability to trigger Post Interaction Surveys Via (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) purchased
  - For products outside of the inContact portfolio you will need to purchase or build a connector
  - Open API's allow for quick connections to existing solutions
  - Unlimited Named Users
  - 1 Power user is included
  - No Channels included. Channels must be purchased separately

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Minimum 50 agent licenses must be purchased.
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - No channels included. Must purchase channel(s) separately
  - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) implemented
  - 30 responses per agent across all channels per month.
  - Overage rate of $1.00 per response beyond 30 included.
  - Workflows to perform and measure follow-up actions
  - Ability to share dashboards and send PDF reports
  - Provides out-of-box advanced VoC analytics

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at $2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of $250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of $75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials (per Configured User)

- Environment for a call center integration with Microsoft Dynamics CRM
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Features include:
    - Basic Screenpop
    - Click 2 Call
    - Call Memorialization functionality for supported version of Microsoft Dynamics CRM and Microsoft Dynamics 365

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/CustomerDynamics

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

Workforce Optimization Pro Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session and documentation
    - Initial System Configuration
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Screen Recording Pro Implementation

- Implementation and overview of CXone Screen Recording
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session
    - Initial System Configuration
    - Application Overview
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Management Pro Training

- Remote: instructor led training
- Training on the CXone WFM Pro platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Quality Management Pro Training

- Remote: instructor led training
- Training on the CXone QM Pro platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)

- Implementation of CXone Feedback Mgt for either of IVR, Email, SMS, Web Intercepts, Chat
- Billed as a one-time (non-recurring) charge
- Implementation includes:

- Setup of a single survey on one channel
- Configuring Alerts, Notifications & Escalation workflows
- Set up 2 dashboards
- Provide 3 hours of training for Power Users on how to use and navigate the system
- Power Users should complete the NPX platform training prior

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials Team Implementation

- Team implementation package for the Essentials Integration
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Dedicated Project Lead
  - Click 2 Call default Accounts, Contacts, or Leads
  - Screen Pop default Accounts, Contacts, or Leads
  - CRM Multi-Entity search
  - 1 unique Screen Pop workflow
  - Activity logging for inbound and outbound calls
  - Chat activity created

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Automated Speech Recognition Implementation

- Implementation of Automated Speech Recognition (ASR) to enable callers to use their voice to provide input to the IVR to determine routing and other information
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Up to 10 ASR Actions/Utterances that captures voice responses
  - Recognition based on common phrases native to the platform or a custom grammar file provided by the customer
  - Natural Language speech recognition NOT supported
  - Phrases containing alpha and numeric characters should be 5 or less for optimal performance

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Email Implementation

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
  - One email script to support one email skill.
  - Email scripts/skills includes:
  - Automated email received response
  - inContact dot-com email addresses provided to customer to be embedded into their existing website
  - Integration to a custom database or CRM not included

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro: Implementation

- Billed as a one time (non-recurring) charge
- 6-10 hours of Implementation services including:
- initial survey designed to identify customer's primary business case
- analytics platform and application implementation/turn-up
- company profile config
- initial training

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Professional Services - Customer Success Program

- Delayed 30 days from completion of training to allow clients exposure to the tool
- Up to 12 hours of remote, structured PPE assistance with categorization, company profile, dashboards, and other customizations designed to support the customer's defined business case
- 4 hours of Q&A with PPE
- 1 hour per month Customer Success check-in session with PPE for first three months - post engagement
- Additional PPE days are available at cost

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Training

- Required Functional eLearnings (3 hours)
- Two day instructor led training engagement building upon eLearning, designed to teach the customer how to use the application to support their business case (i.e., actually setting up a custom category designed to find a particular insight, setting up a topic designed to find certain data, etc.); training will be more consultative.

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Professional Services Implementation

INCLUDES

- **100 seats** ($100 per additional seat)
- **Designated Implementation Manager** (SME)
- **Post go-live stabilization and support** of an estimated two weeks as agreed upon by project stakeholders.
- **Up to 120 Project Hours**** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. ***Project hours expire if not used within 6 months.***

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
  - 3 days with the Onboarding Manager onsite during go-live
  - 4 weeks of remote support with the Onboarding Manager, averaging 4 hours per week
  - Partnering with managers, supervisors, administrators every step of the way during initial use of the inContact technology
  - Achieving objectives and success metrics throughout engagement
  - Ensure proficiency during real world use
  - Assisting you to build and analyze reports
  - Travel and accommodations are extra

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

ACD Training: Core

- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/20/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL Tower Road, Orlando, FL, 32872 and inContact, Inc. ("inContact"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby added to the Order:

NETWORK CONNECTIVITY NRC

Item	Quantity	Net Unit Price	Total
IPSec - SETUP	1.00	$500.00	$500.00
NICE inContact CXone SIP Connectivity over Internet - SETUP	140.00	$10.00	$1,400.00
		NETWORK CONNECTIVITY NRC TOTAL:	$1,900.00

NETWORK CONNECTIVITY MRC

Item	Quantity	Net Unit Price	Total
IPSec	1.00	$50.00	$50.00
NICE inContact CXone SIP Connectivity over Internet	140.00	$10.00	$1,400.00
		NETWORK CONNECTIVITY MRC TOTAL:	$1,450.00

Product Descriptions Schedule

NETWORK CONNECTIVITY NRC

IPSec - SETUP

- Setup fee to establish VPN connectivity from NICE inContact location to Customer location
- Billed as a one time (non-recurring) charge

NICE inContact CXone SIP Connectivity over Internet - SETUP

- Required one-time setup fee with the selection of SIP Trunking Standard.

NETWORK CONNECTIVITY MRC

IPSec

- CXone Customer VPN on premise site connectivity
- Billed per contracted rate and quantity

NICE inContact CXone SIP Connectivity over Internet

- Dedicated trunk between a customer's site/agent and the inContact platform over the public internet. 1 SIP trunk required per concurrent call.

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SCON-10000073
Renewal No. 1
Total:600,000.00



Service Contract

Customer:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	**Address:**	4974 ORL TOWER RD	**Quote Number:**	Q-86094
Contact:	Steven Vess	**City:**	ORLANDO	**Term:**	12 months
Phone:	8017155340	**State:**	FL	**Payment Terms:**	45 days
Email:	steven.vess@incontact.com	**Zip:**	32807	**Currency:**	U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions

Product	Quantity	List Price	Disc. (%)	MRC	Total MRC
ACD / IVR (per Configured User)	140.00	$150.00	39.00	$91.50	$12,810.00
Additional Configured Universal Port (beyond 1 port included)	20.00	$75.00	35.00	$48.75	$975.00
Additional Active Storage (per GB)	1.00	$7.50	70.00	$2.25	$2.25
Long Term Storage (per GB)	1.00	$0.10	0.00	$0.10	$0.10
Long Term Storage Retrieval (per GB)	1.00	$1.38	0.00	$1.38	$1.38
Workforce Optimization Pro (per Configured User)	140.00	$70.00	35.00	$45.50	$6,370.00
Screen Recording Pro (per Configured User)	140.00	$15.00	35.00	$9.75	$1,365.00
Automated Speech Recognition (per Minute)	1.00	$0.05	25.00	$0.04	$0.04
Interaction Analytics Pro (per Configured User)	140.00	$36.00	35.00	$23.40	$3,276.00
Email (per Configured User)	30.00	$8.00	30.00	$5.60	$168.00
Feedback Mgt IVR Channel (per Agent)	140.00	$5.00	25.00	$3.75	$525.00
Feedback Mgt VoC Platform Fee	1.00	$500.00	25.00	$375.00	$375.00
Feedback Mgt VoC (per Agent)	140.00	$25.00	25.00	$18.75	$2,625.00
CXsuccess Premier Package	1.00	$3,000.00	0.00	$3,000.00	$3,000.00
Customer Dynamics Essentials (per Configured User)	140.00	$15.00	30.00	$10.50	$1,470.00
			NICE inContact CXone Subscriptions TOTAL:		$32,962.77

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Minimum Monthly Commitment: USD 24,721

Professional Services

Implementation & Training

Product	Quantity	List Price	Disc. (%)	Price	Total Price
CXone with User Hub	1.00	$0.00	0.00	$0.00	$0.00
Workforce Optimization Pro Implementation	1.00	$13,000.00	35.00	$8,450.00	$8,450.00
Screen Recording Pro Implementation	1.00	$4,000.00	35.00	$2,600.00	$2,600.00
Workforce Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Quality Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	$25,000.00	58.00	$10,500.00	$10,500.00
Customer Dynamics Essentials Team Implementation	1.00	$7,500.00	30.00	$5,250.00	$5,250.00
Automated Speech Recognition Implementation	1.00	$5,000.00	30.00	$3,500.00	$3,500.00
Email Implementation	1.00	$1,000.00	35.00	$650.00	$650.00
Interaction Analytics Pro: Implementation	1.00	$2,500.00	35.00	$1,625.00	$1,625.00
Interaction Analytics Pro – Professional Services - Customer Success Program	1.00	$5,500.00	35.00	$3,575.00	$3,575.00
Interaction Analytics Pro – Training	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
Corporate Professional Services Implementation	1.00	$34,000.00	35.00	$22,100.00	$22,100.00
25 Menu Options DTMF Navigation	2.00	$2,000.00	30.00	$1,400.00	$2,800.00
50 Point of Contact Based Routing	2.00	$1,000.00	30.00	$700.00	$1,400.00
Corporate Onboarding Package	1.00	$10,000.00	30.00	$7,000.00	$7,000.00
ACD Training: Core	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
				Implementation & Training TOTAL:	$89,600.00

Network Connectivity

Monthly Network Connectivity Subscriptions

Product	Quantity	List Price	Disc. (%)	Price	Total Price
Local Number [US]	4.00	$5.00	0.00	$5.00	$20.00
Domestic Toll Free Number [US]	3.00	$1.00	0.00	$1.00	$3.00

MAX Integrated Softphone	140.00	$0.00	0.00	$0.00	$0.00
				Monthly Network Connectivity Subscriptions TOTAL:	$23.00

Network Connectivity Setup & Activation

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Local Number [US] - SETUP	4.00	$1.00	0.00	$1.00	$4.00
Local Number Activation [US]	1.00	$100.00	0.00	$100.00	$100.00
Domestic Toll Free Number [US] - SETUP	3.00	$1.00	0.00	$1.00	$3.00
Domestic Toll-Free Activation	3.00	$10.00	0.00	$10.00	$30.00
Telecom Porting Fee	4.00	$20.00	0.00	$20.00	$80.00
				Network Connectivity Setup & Activation TOTAL:	$217.00

Monthly Loop Quote Subscriptions

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port	, ,	407-690	ATT	1	$404.00	$404.00
				Monthly Loop Quote Subscriptions TOTAL:		$404.00

Loop Quote Setup & Activation

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port - Setup	, ,	407-690	ATT	1	$250.00	$250.00
				Loop Quote Setup & Activation TOTAL:		$250.00

This Service Contract is governed by the NICE inContact Standard Terms of Use ("Terms") accessible at NICEinContact.com/Terms; additional terms or conditions included in a purchase order or similar document are not accepted. NICE inContact will perform the Services listed in this Service Contract, including all Schedules attached hereto, which are incorporated by reference. Corresponding product descriptions accessible at NICEinContact.com/Terms/Product Descriptions.

The Service Term will begin on the first day of the calendar month after the earlier of: (i) the Go-Live Date, or (ii) One Hundred Twenty (120) days after Customer signs below, and will automatically renew for up to two (2) additional one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days before expiration of the then-current Service Term. At the expiration of the final Service Term renewal, the Parties will negotiate in good faith for renewal of a Service Term beginning three (3) months before expiration of a Service Term. If the Parties cannot reach agreement on the business terms for renewal of the Service Term, then, the Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in Software Services rates at expiration of the Service Term until either Party gives thirty day (30) written notice of non-renewal of the Service Term. Notice of termination must be sent by Customer to inContact at Contract-Unsubscribe@inContact.com. Notice of termination via alternate methods shall not constitute notice. Notwithstanding the foregoing, any and all responsibilities and obligations of Customer to pay pursuant to the terms of this Service Contract are contingent upon an annual budget appropriation by the Board of Commissioners of Customer. The parties agree that in the event funds are not appropriated, this Service Contract may be terminated, which termination shall be deemed a termination for Cause and shall be effective upon Customer providing written notice to NICE InContact of such termination.

Either Party may terminate this Agreement for Cause by delivering written notice of such Cause to the other Party, with such termination being effective thirty (30) days after receipt of the notice of termination, unless cured within such thirty (30) day period. In the event Customer terminates this Service Contract or any Services for convenience, without Cause, prior to the end of the then-current Service Term, or in the event of termination for Cause by NICE inContact for Customer's failure to comply with any material obligation of this Agreement (including Customer's failure to make payments within the approved payment terms), Customer agrees to pay early termination charges including: (i) all MRC and NRC for Services provided; (ii) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current Service Term; (iii) any early termination fees or costs incurred by NICE InContact related charges from underlying carriers or vendors for cancellation of the underlying Services; and (iv) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account (collectively "Early Termination Charges"). Such Early Termination Charges shall not apply in the event of Customer's termination for Cause or Notice of Service Term non-renewal. Notice of Service Term non-renewal or termination must be sent to Contract-Unsubscribe@NICEinContact.com; notice of non-renewal or termination via alternate methods shall not constitute notice.

MRC charges will be based on the quantities and rates herein but may vary according to actual usage of the Services, subject to the Minimum Technology MRC. Each billing period, Customer will pay the greater of: (i) charges for Services actually used; or (ii) the Minimum Technology MRC. NRC accrue and will be invoiced upon Customer's signature below or as otherwise provided herein. The Minimum Technology MRC begins on the first day of the Service Term and may not be postponed because of a delay in implementation of Services unless due solely to NICE inContact. Upon renewal of any Service Term, and upon written notice, rates for Services may be increased by a rate not to exceed five percent (5%), and rates for telephony/data connectivity may be increased or decreased per prevailing market rates. Unless otherwise indicated herein, charges for all Services, charges, surcharge fees, and taxes are due in U.S. Dollars before the Past Due Date. "Past Due Date" means payments shall be made in accordance with Prompt Payment Act, but in no event later than 60 days from the invoice date, provided any such invoice is addressed to CFX's Director of Procurement. Past Due balances are subject to a late charge equal to the lesser of: (a) one-and-one-half percent (1.5%) per month, compounded; or (b) the maximum rate allowed by applicable law. Payments will be applied first to late charges and related expenses, then to Past Due amounts, and then to the current invoice. Written notice of an invoice dispute must be received by the Past Due Date or such invoice will be deemed to be correct and binding. NICE inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer agrees to pay all reasonable costs and expenses associated with the collection of Past Due Balances, including attorneys' fees, expenses, court costs, and service charges. MRC begin at the Go-Live Date and will be pro-rated in the Go-Live month. Customer may assert exemption from taxes or fees by providing an exemption certificate to NICE inContact.

NICE inContact DOES NOT OFFER 911, E911, 999, OR OTHER EMERGENCY SERVICES. For more information, please see NICEinContact.com/terms/911.

Contract Terms
For clarity, mutually agreed negotiated terms in the Service Contract will take precedence of the Standard Terms of Use if there is a conflict.

Amendments to Service Contract.
No modification alteration or amendment to this Service Contract, or the Terms of Use shall be binding upon Customer or NICE InContact until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto.

Payment Information on Account
Customer agrees to remit payments via ACH, wire transfer, check by phone or check.

Advance Payment
1. Within forty-five (45) days from Customer's signature, Customer shall remit USD 45,033.50 via wire transfer as advance payment toward future charges.

Public Records
Customer understands and acknowledges that Customer is a public agency required to comply with Chapter 119, Florida Statute governing the release of public records. To the extent a public record is not otherwise deemed exempt, Customer shall be required to disclose any such public records upon request.

IF NICE INCONTACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NICE INCONTACT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SERVICE AGREMEENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

Governing Law. This Service Contract shall be governed by and construed in accordance with the law of the State of Florida. Jurisdiction and venue for any dispute arising under this Service Contract will be exclusive to the state and federal courts seated in Orange County, Florida.

Each of the undersigned represents that they are duly authorized to execute this Service Contract on behalf of the Party he or she represents.

My Agent of Record is:

Customer:	inContact, Inc.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida,	:
Sign: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 09:49:43 -04'00'	Sign: DocuSigned by: Daniel G. Lloyd
Name (Print):	Name (Print): Daniel G. Lloyd
Title:	Title: Corporate General Counsel
Date:	Date: 6/12/2020
Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.17 17:00:28 -04'00'	Sign: DocuSigned by:
	Name (Print): Ray Langhaim
	Title: CFO
	Date: 6/12/2020

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NICE inContact CXone Subscriptions

ACD / IVR (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 1 Universal Port ($75 value) – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality

Additional features and services included with this contract:

- 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- If Call Recording per User is selected, customer will get 1 GB of storage per seat
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- inContact University with the latest eLearning product courses
- Online documentation and help

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/ACDIVR

Additional Configured Universal Port (beyond 1 port included)

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
  - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
  - Seamless data transfer from short-term to long-term storage
  - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
  - Scalable cloud infrastructure
  - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
  - Comprehensive metadata search capabilities for easy retrieval
  - Move files to active storage for analysis, audits, and other needs
  - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Optimization Pro (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording,

encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.

- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Form Designer
  - Evaluation
  - Calibration
  - Dispute
  - Coaching
  - Dashboards
  - Quality Planner
  - Audio Recording (total or %-based)
  - Search
  - Playback
  - Encryption
  - Forecasting and Scheduling
  - Shift Bidding
  - Time Off Management
  - Real-time adherence dashboard
  - Historical adherence report
  - 1 GB of storage included per user

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Screen Recording Pro (per Configured User)

- Provides capture of screen activity on the agent desktop while the agent handles a phone interaction. (Screen recording must be associated with voice recording.)
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Screen Recording (total or %-based)
  - Search
  - Playback
  - Encryption

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Automated Speech Recognition (per Minute)

- Automated Speech Recognition (ASR) allows callers to use their voice to provide input to the IVR to determine routing and other information
- Billed at a per minute model
- Key product features & components:
  - Multiple languages
  - Direct speech recognition
  - Ability to recognize numbers, alpha numeric input, dates, and digits
  - Custom grammars for custom speech input

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro (per Configured User)

- A robust text analytics tool that automatically analyzes every voice, chat, and email interaction and gives customers detailed, quantifiable, actionable insights
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Key product features & components:
  - Automatic analysis of every voice, email, and chat interaction
  - Automatic topic, category and trend discovery
  - Sentiment analysis
  - Integrated WAV Player and 100% call transcription
  - Keyword, phrase, and entity search
  - Powerful filtering capabilities
  - Multi-tenant, scalable cloud platform
  - Fully integrated with inContact ACD and SSO

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Analytics

Email (per Configured User)

- Email allows agents to be able to accept and respond to incoming and emails from customers.
- Configured Users are billed based on the highest number of users configured for an email skill in the platform at any one time during the month
- Key product features & components:
  - Email functionality can receive communications directly from the customer's email solution and send out responses using inContact's secure gateway
  - Email can be enhanced using custom scripting tools in inContact's Studio application

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt IVR Channel (per Agent)

- Provides ability to survey via IVR
- Billed monthly per the contracted quantity and rate
- Key product features & components:
- Ability to Survey Via IVR Channel
- Ability to skip invitation based on touch rules

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC Platform Fee

- Platform provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - Ability to trigger Post Interaction Surveys Via (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) purchased
  - For products outside of the inContact portfolio you will need to purchase or build a connector
  - Open API's allow for quick connections to existing solutions
  - Unlimited Named Users
  - 1 Power user is included
  - No Channels included. Channels must be purchased separately

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Minimum 50 agent licenses must be purchased.
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - No channels included. Must purchase channel(s) separately
  - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) implemented
  - 30 responses per agent across all channels per month.
  - Overage rate of $1.00 per response beyond 30 included.
  - Workflows to perform and measure follow-up actions
  - Ability to share dashboards and send PDF reports
  - Provides out-of-box advanced VoC analytics

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at $2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of $250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of $75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials (per Configured User)

- Environment for a call center integration with Microsoft Dynamics CRM
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Features include:
    - Basic Screenpop
    - Click 2 Call
    - Call Memorialization functionality for supported version of Microsoft Dynamics CRM and Microsoft Dynamics 365

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/CustomerDynamics

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

Workforce Optimization Pro Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session and documentation
    - Initial System Configuration
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Screen Recording Pro Implementation

- Implementation and overview of CXone Screen Recording
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session
    - Initial System Configuration
    - Application Overview
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Management Pro Training

- Remote: instructor led training
- Training on the CXone WFM Pro platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Quality Management Pro Training

- Remote: instructor led training
- Training on the CXone QM Pro platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)

- Implementation of CXone Feedback Mgt for either of IVR, Email, SMS, Web Intercepts, Chat
- Billed as a one-time (non-recurring) charge
- Implementation includes:

- Setup of a single survey on one channel
- Configuring Alerts, Notifications & Escalation workflows
- Set up 2 dashboards
- Provide 3 hours of training for Power Users on how to use and navigate the system
- Power Users should complete the NPX platform training prior

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials Team Implementation

- Team implementation package for the Essentials Integration
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Dedicated Project Lead
  - Click 2 Call default Accounts, Contacts, or Leads
  - Screen Pop default Accounts, Contacts, or Leads
  - CRM Multi-Entity search
  - 1 unique Screen Pop workflow
  - Activity logging for inbound and outbound calls
  - Chat activity created

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Automated Speech Recognition Implementation

- Implementation of Automated Speech Recognition (ASR) to enable callers to use their voice to provide input to the IVR to determine routing and other information
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Up to 10 ASR Actions/Utterances that captures voice responses
  - Recognition based on common phrases native to the platform or a custom grammar file provided by the customer
  - Natural Language speech recognition NOT supported
  - Phrases containing alpha and numeric characters should be 5 or less for optimal performance

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Email Implementation

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
  - One email script to support one email skill.
  - Email scripts/skills includes:
  - Automated email received response
  - inContact dot-com email addresses provided to customer to be embedded into their existing website
  - Integration to a custom database or CRM not included

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro: Implementation

- Billed as a one time (non-recurring) charge
- 6-10 hours of Implementation services including:
- initial survey designed to identify customer's primary business case
- analytics platform and application implementation/turn-up
- company profile config
- initial training

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Professional Services - Customer Success Program

- Delayed 30 days from completion of training to allow clients exposure to the tool
- Up to 12 hours of remote, structured PPE assistance with categorization, company profile, dashboards, and other customizations designed to support the customer's defined business case
- 4 hours of Q&A with PPE
- 1 hour per month Customer Success check-in session with PPE for first three months - post engagement
- Additional PPE days are available at cost

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Training

- Required Functional eLearnings (3 hours)
- Two day instructor led training engagement building upon eLearning, designed to teach the customer how to use the application to support their business case (i.e., actually setting up a custom category designed to find a particular insight, setting up a topic designed to find certain data, etc.); training will be more consultative.

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The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Professional Services Implementation

INCLUDES

- **100 seats** ($100 per additional seat)
- **Designated Implementation Manager** (SME)
- **Post go-live stabilization and support** of an estimated two weeks as agreed upon by project stakeholders.
- **Up to 120 Project Hours**** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. ***Project hours expire if not used within 6 months.***

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
  - 3 days with the Onboarding Manager onsite during go-live
  - 4 weeks of remote support with the Onboarding Manager, averaging 4 hours per week
  - Partnering with managers, supervisors, administrators every step of the way during initial use of the inContact technology
  - Achieving objectives and success metrics throughout engagement
  - Ensure proficiency during real world use
  - Assisting you to build and analyze reports
  - Travel and accommodations are extra

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

ACD Training: Core

- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

SCON-10000073
Amendment No. 1
Total $3,350.00

NICE · inContact

ADDENDUM TO SERVICE CONTRACT
("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/20/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL Tower Road, Orlando, FL, 32872 and inContact, Inc. ("inContact"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby added to the Order:

NETWORK CONNECTIVITY NRC

Item	Quantity	Net Unit Price	Total
IPSec - SETUP	1.00	$500.00	$500.00
NICE inContact CXone SIP Connectivity over Internet - SETUP	140.00	$10.00	$1,400.00
		NETWORK CONNECTIVITY NRC TOTAL:	$1,900.00

NETWORK CONNECTIVITY MRC

Item	Quantity	Net Unit Price	Total
IPSec	1.00	$50.00	$50.00
NICE inContact CXone SIP Connectivity over Internet	140.00	$10.00	$1,400.00
		NETWORK CONNECTIVITY MRC TOTAL:	$1,450.00



Product Descriptions Schedule

NETWORK CONNECTIVITY NRC

IPSec - SETUP

- Setup fee to establish VPN connectivity from NICE inContact location to Customer location
- Billed as a one time (non-recurring) charge

NICE inContact CXone SIP Connectivity over Internet - SETUP

- Required one-time setup fee with the selection of SIP Trunking Standard.

NETWORK CONNECTIVITY MRC

IPSec

- CXone Customer VPN on premise site connectivity
- Billed per contracted rate and quantity

NICE inContact CXone SIP Connectivity over Internet

- Dedicated trunk between a customer's site/agent and the inContact platform over the public internet. 1 SIP trunk required per concurrent call.

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SCON-10000073
Total:$593,000.00



Service Contract

Customer:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	**Address:**	4974 ORL TOWER RD	**Quote Number:**	Q-86094
Contact:	Steven Vess	**City:**	ORLANDO	**Term:**	12 months
Phone:	8017155340	**State:**	FL	**Payment Terms:**	45 days
Email:	steven.vess@incontact.com	**Zip:**	32807	**Currency:**	U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions

Product	Quantity	List Price	Disc. (%)	MRC	Total MRC
ACD / IVR (per Configured User)	140.00	$150.00	39.00	$91.50	$12,810.00
Additional Configured Universal Port (beyond 1 port included)	20.00	$75.00	35.00	$48.75	$975.00
Additional Active Storage (per GB)	1.00	$7.50	70.00	$2.25	$2.25
Long Term Storage (per GB)	1.00	$0.10	0.00	$0.10	$0.10
Long Term Storage Retrieval (per GB)	1.00	$1.38	0.00	$1.38	$1.38
Workforce Optimization Pro (per Configured User)	140.00	$70.00	35.00	$45.50	$6,370.00
Screen Recording Pro (per Configured User)	140.00	$15.00	35.00	$9.75	$1,365.00
Automated Speech Recognition (per Minute)	1.00	$0.05	25.00	$0.04	$0.04
Interaction Analytics Pro (per Configured User)	140.00	$36.00	35.00	$23.40	$3,276.00
Email (per Configured User)	30.00	$8.00	30.00	$5.60	$168.00
Feedback Mgt IVR Channel (per Agent)	140.00	$5.00	25.00	$3.75	$525.00
Feedback Mgt VoC Platform Fee	1.00	$500.00	25.00	$375.00	$375.00
Feedback Mgt VoC (per Agent)	140.00	$25.00	25.00	$18.75	$2,625.00
CXsuccess Premier Package	1.00	$3,000.00	0.00	$3,000.00	$3,000.00
Customer Dynamics Essentials (per Configured User)	140.00	$15.00	30.00	$10.50	$1,470.00
			NICE inContact CXone Subscriptions TOTAL:		$32,962.77

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Minimum Monthly Commitment: USD 24,721

Professional Services

Implementation & Training

Product	Quantity	List Price	Disc. (%)	Price	Total Price
CXone with User Hub	1.00	$0.00	0.00	$0.00	$0.00
Workforce Optimization Pro Implementation	1.00	$13,000.00	35.00	$8,450.00	$8,450.00
Screen Recording Pro Implementation	1.00	$4,000.00	35.00	$2,600.00	$2,600.00
Workforce Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Quality Management Pro Training	1.00	$6,500.00	25.00	$4,875.00	$4,875.00
Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	$25,000.00	58.00	$10,500.00	$10,500.00
Customer Dynamics Essentials Team Implementation	1.00	$7,500.00	30.00	$5,250.00	$5,250.00
Automated Speech Recognition Implementation	1.00	$5,000.00	30.00	$3,500.00	$3,500.00
Email Implementation	1.00	$1,000.00	35.00	$650.00	$650.00
Interaction Analytics Pro: Implementation	1.00	$2,500.00	35.00	$1,625.00	$1,625.00
Interaction Analytics Pro – Professional Services - Customer Success Program	1.00	$5,500.00	35.00	$3,575.00	$3,575.00
Interaction Analytics Pro – Training	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
Corporate Professional Services Implementation	1.00	$34,000.00	35.00	$22,100.00	$22,100.00
25 Menu Options DTMF Navigation	2.00	$2,000.00	30.00	$1,400.00	$2,800.00
50 Point of Contact Based Routing	2.00	$1,000.00	30.00	$700.00	$1,400.00
Corporate Onboarding Package	1.00	$10,000.00	30.00	$7,000.00	$7,000.00
ACD Training: Core	1.00	$6,500.00	20.00	$5,200.00	$5,200.00
				Implementation & Training TOTAL:	$89,600.00

Network Connectivity

Monthly Network Connectivity Subscriptions

Product	Quantity	List Price	Disc. (%)	Price	Total Price
Local Number [US]	4.00	$5.00	0.00	$5.00	$20.00
Domestic Toll Free Number [US]	3.00	$1.00	0.00	$1.00	$3.00

MAX Integrated Softphone	140.00	$0.00	0.00	$0.00	$0.00
				Monthly Network Connectivity Subscriptions TOTAL:	$23.00

Network Connectivity Setup & Activation

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Local Number [US] - SETUP	4.00	$1.00	0.00	$1.00	$4.00
Local Number Activation [US]	1.00	$100.00	0.00	$100.00	$100.00
Domestic Toll Free Number [US] - SETUP	3.00	$1.00	0.00	$1.00	$3.00
Domestic Toll-Free Activation	3.00	$10.00	0.00	$10.00	$30.00
Telecom Porting Fee	4.00	$20.00	0.00	$20.00	$80.00
				Network Connectivity Setup & Activation TOTAL:	$217.00

Monthly Loop Quote Subscriptions

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port	, ,	407-690	ATT	1	$404.00	$404.00
				Monthly Loop Quote Subscriptions TOTAL:		$404.00

Loop Quote Setup & Activation

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port - Setup	, ,	407-690	ATT	1	$250.00	$250.00
				Loop Quote Setup & Activation TOTAL:		$250.00

This Service Contract is governed by the NICE inContact Standard Terms of Use ("Terms") accessible at NICEinContact.com/Terms; additional terms or conditions included in a purchase order or similar document are not accepted. NICE inContact will perform the Services listed in this Service Contract, including all Schedules attached hereto, which are incorporated by reference. Corresponding product descriptions accessible at NICEinContact.com/Terms/Product Descriptions.

The Service Term will begin on the first day of the calendar month after the earlier of: (i) the Go-Live Date, or (ii) One Hundred Twenty (120) days after Customer signs below, and will automatically renew for up to two (2) additional one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days before expiration of the then-current Service Term. At the expiration of the final Service Term renewal, the Parties will negotiate in good faith for renewal of a Service Term beginning three (3) months before expiration of a Service Term. If the Parties cannot reach agreement on the business terms for renewal of the Service Term, then, the Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in Software Services rates at expiration of the Service Term until either Party gives thirty day (30) written notice of non-renewal of the Service Term. Notice of termination must be sent by Customer to inContact at Contract-Unsubscribe@inContact.com. Notice of termination via alternate methods shall not constitute notice. Notwithstanding the foregoing, any and all responsibilities and obligations of Customer to pay pursuant to the terms of this Service Contract are contingent upon an annual budget appropriation by the Board of Commissioners of Customer. The parties agree that in the event funds are not appropriated, this Service Contract may be terminated, which termination shall be deemed a termination for Cause and shall be effective upon Customer providing written notice to NICE InContact of such termination.

Either Party may terminate this Agreement for Cause by delivering written notice of such Cause to the other Party, with such termination being effective thirty (30) days after receipt of the notice of termination, unless cured within such thirty (30) day period. In the event Customer terminates this Service Contract or any Services for convenience, without Cause, prior to the end of the then-current Service Term, or in the event of termination for Cause by NICE inContact for Customer's failure to comply with any material obligation of this Agreement (including Customer's failure to make payments within the approved payment terms), Customer agrees to pay early termination charges including: (i) all MRC and NRC for Services provided; (ii) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current Service Term; (iii) any early termination fees or costs incurred by NICE InContact related charges from underlying carriers or vendors for cancellation of the underlying Services, and (iv) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account (collectively "Early Termination Charges"). Such Early Termination Charges shall not apply in the event of Customer's termination for Cause or Notice of Service Term non-renewal. Notice of Service Term non-renewal or termination must be sent to Contract-Unsubscribe@NICEinContact.com; notice of non-renewal or termination via alternate methods shall not constitute notice.

MRC charges will be based on the quantities and rates herein but may vary according to actual usage of the Services, subject to the Minimum Technology MRC. Each billing period, Customer will pay the greater of: (i) charges for Services actually used; or (ii) the Minimum Technology MRC. NRC accrue and will be invoiced upon Customer's signature below or as otherwise provided herein. The Minimum Technology MRC begins on the first day of the Service Term and may not be postponed because of a delay in implementation of Services unless due solely to NICE inContact. Upon renewal of any Service Term, and upon written notice, rates for Services may be increased by a rate not to exceed five percent (5%), and rates for telephony/data connectivity may be increased or decreased per prevailing market rates. Unless otherwise indicated herein, charges for all Services, charges, surcharge fees, and taxes are due in U.S. Dollars before the Past Due Date. "Past Due Date" means payments shall be made in accordance with Prompt Payment Act, but in no event later than 60 days from the invoice date, provided any such invoice is addressed to CFX's Director of Procurement. Past Due balances are subject to a late charge equal to the lesser of: (a) one-and-one-half percent (1.5%) per month, compounded; or (b) the maximum rate allowed by applicable law. Payments will be applied first to late charges and related expenses, then to Past Due amounts, and then to the current invoice. Written notice of an invoice dispute must be received by the Past Due Date or such invoice will be deemed to be correct and binding. NICE inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer agrees to pay all reasonable costs and expenses associated with the collection of Past Due Balances, including attorneys' fees, expenses, court costs, and service charges. MRC begin at the Go-Live Date and will be pro-rated in the Go-Live month. Customer may assert exemption from taxes or fees by providing an exemption certificate to NICE inContact.

NICE inContact DOES NOT OFFER 911, E911, 999, OR OTHER EMERGENCY SERVICES. For more information, please see NICEinContact.com/terms/911.

Contract Terms
For clarity, mutually agreed negotiated terms in the Service Contract will take precedence of the Standard Terms of Use if there is a conflict.

Amendments to Service Contract.
No modification alteration or amendment to this Service Contract, or the Terms of Use shall be binding upon Customer or NICE InContact until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto.

Payment Information on Account
Customer agrees to remit payments via ACH, wire transfer, check by phone or check.

Advance Payment
1. Within forty-five (45) days from Customer's signature, Customer shall remit USD 45,033.50 via wire transfer as advance payment toward future charges.

Public Records
Customer understands and acknowledges that Customer is a public agency required to comply with Chapter 119, Florida Statute governing the release of public records. To the extent a public record is not otherwise deemed exempt, Customer shall be required to disclose any such public records upon request.

IF NICE INCONTACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NICE INCONTACT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SERVICE AGREMEENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

Governing Law. This Service Contract shall be governed by and construed in accordance with the law of the State of Florida. Jurisdiction and venue for any dispute arising under this Service Contract will be exclusive to the state and federal courts seated in Orange County, Florida.

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Each of the undersigned represents that they are duly authorized to execute this Service Contract on behalf of the Party he or she represents.

My Agent of Record is:

Customer:	inContact, Inc.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida,	:
Sign: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 09:49:43 -04'00'	Sign: DocuSigned by: Daniel G. Lloyd
Name (Print):	Name (Print): Daniel G. Lloyd
Title:	Title: Corporate General Counsel
Date:	Date: 6/12/2020
Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.17 17:00:28 -04'00'	Sign: DocuSigned by:
	Name (Print): Ray Langhaim
	Title: CFO
	Date: 6/12/2020

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NICE inContact CXone Subscriptions

ACD / IVR (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 1 Universal Port ($75 value) – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality

Additional features and services included with this contract:

- 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- If Call Recording per User is selected, customer will get 1 GB of storage per seat
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- inContact University with the latest eLearning product courses
- Online documentation and help

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/ACDIVR

Additional Configured Universal Port (beyond 1 port included)

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
  - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
  - Seamless data transfer from short-term to long-term storage
  - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
  - Scalable cloud infrastructure
  - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
  - Comprehensive metadata search capabilities for easy retrieval
  - Move files to active storage for analysis, audits, and other needs
  - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Optimization Pro (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording,

encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
    - Form Designer
    - Evaluation
    - Calibration
    - Dispute
    - Coaching
    - Dashboards
    - Quality Planner
    - Audio Recording (total or %-based)
    - Search
    - Playback
    - Encryption
    - Forecasting and Scheduling
    - Shift Bidding
    - Time Off Management
    - Real-time adherence dashboard
    - Historical adherence report
    - 1 GB of storage included per user

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Screen Recording Pro (per Configured User)

- Provides capture of screen activity on the agent desktop while the agent handles a phone interaction. (Screen recording must be associated with voice recording.)
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
    - Screen Recording (total or %-based)
    - Search
    - Playback
    - Encryption

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Automated Speech Recognition (per Minute)

- Automated Speech Recognition (ASR) allows callers to use their voice to provide input to the IVR to determine routing and other information
- Billed at a per minute model
- Key product features & components:
    - Multiple languages
    - Direct speech recognition
    - Ability to recognize numbers, alpha numeric input, dates, and digits
    - Custom grammars for custom speech input

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro (per Configured User)

- A robust text analytics tool that automatically analyzes every voice, chat, and email interaction and gives customers detailed, quantifiable, actionable insights
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Key product features & components:
    - Automatic analysis of every voice, email, and chat interaction
    - Automatic topic, category and trend discovery
    - Sentiment analysis
    - Integrated WAV Player and 100% call transcription
    - Keyword, phrase, and entity search
    - Powerful filtering capabilities
    - Multi-tenant, scalable cloud platform
    - Fully integrated with inContact ACD and SSO

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Analytics

Email (per Configured User)

- Email allows agents to be able to accept and respond to incoming and emails from customers.
- Configured Users are billed based on the highest number of users configured for an email skill in the platform at any one time during the month
- Key product features & components:
  - Email functionality can receive communications directly from the customer's email solution and send out responses using inContact's secure gateway
  - Email can be enhanced using custom scripting tools in inContact's Studio application

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt IVR Channel (per Agent)

- Provides ability to survey via IVR
- Billed monthly per the contracted quantity and rate
- Key product features & components:
- Ability to Survey Via IVR Channel
- Ability to skip invitation based on touch rules

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC Platform Fee

- Platform provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - Ability to trigger Post Interaction Surveys Via (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) purchased
  - For products outside of the inContact portfolio you will need to purchase or build a connector
  - Open API's allow for quick connections to existing solutions
  - Unlimited Named Users
  - 1 Power user is included
  - No Channels included. Channels must be purchased separately

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Minimum 50 agent licenses must be purchased.
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - No channels included. Must purchase channel(s) separately
  - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) implemented
  - 30 responses per agent across all channels per month.
  - Overage rate of $1.00 per response beyond 30 included.
  - Workflows to perform and measure follow-up actions
  - Ability to share dashboards and send PDF reports
  - Provides out-of-box advanced VoC analytics

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at $2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of $250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of $75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials (per Configured User)

- Environment for a call center integration with Microsoft Dynamics CRM
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Features include:
    - Basic Screenpop
    - Click 2 Call
    - Call Memorialization functionality for supported version of Microsoft Dynamics CRM and Microsoft Dynamics 365

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/CustomerDynamics

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

Workforce Optimization Pro Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session and documentation
    - Initial System Configuration
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Screen Recording Pro Implementation

- Implementation and overview of CXone Screen Recording
- Billed as a one time (non-recurring) charge
- Implementation includes:
    - Implementation manager who oversees the project from start to finish
    - Business requirements session
    - Initial System Configuration
    - Application Overview
    - User acceptance testing
    - Go live support
    - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Management Pro Training

- Remote: instructor led training
- Training on the CXone WFM Pro platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Quality Management Pro Training

- Remote: instructor led training
- Training on the CXone QM Pro platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)

- Implementation of CXone Feedback Mgt for either of IVR, Email, SMS, Web Intercepts, Chat
- Billed as a one-time (non-recurring) charge
- Implementation includes:

- Setup of a single survey on one channel
- Configuring Alerts, Notifications & Escalation workflows
- Set up 2 dashboards
- Provide 3 hours of training for Power Users on how to use and navigate the system
- Power Users should complete the NPX platform training prior

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials Team Implementation

- Team implementation package for the Essentials Integration
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Dedicated Project Lead
  - Click 2 Call default Accounts, Contacts, or Leads
  - Screen Pop default Accounts, Contacts, or Leads
  - CRM Multi-Entity search
  - 1 unique Screen Pop workflow
  - Activity logging for inbound and outbound calls
  - Chat activity created

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Automated Speech Recognition Implementation

- Implementation of Automated Speech Recognition (ASR) to enable callers to use their voice to provide input to the IVR to determine routing and other information
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Up to 10 ASR Actions/Utterances that captures voice responses
  - Recognition based on common phrases native to the platform or a custom grammar file provided by the customer
  - Natural Language speech recognition NOT supported
  - Phrases containing alpha and numeric characters should be 5 or less for optimal performance

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Email Implementation

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
  - One email script to support one email skill.
  - Email scripts/skills includes:
  - Automated email received response
  - inContact dot-com email addresses provided to customer to be embedded into their existing website
  - Integration to a custom database or CRM not included

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro: Implementation

- Billed as a one time (non-recurring) charge
- 6-10 hours of Implementation services including:
- initial survey designed to identify customer's primary business case
- analytics platform and application implementation/turn-up
- company profile config
- initial training

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Professional Services - Customer Success Program

- Delayed 30 days from completion of training to allow clients exposure to the tool
- Up to 12 hours of remote, structured PPE assistance with categorization, company profile, dashboards, and other customizations designed to support the customer's defined business case
- 4 hours of Q&A with PPE
- 1 hour per month Customer Success check-in session with PPE for first three months - post engagement
- Additional PPE days are available at cost

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro – Training

- Required Functional eLearnings (3 hours)
- Two day instructor led training engagement building upon eLearning, designed to teach the customer how to use the application to support their business case (i.e., actually setting up a custom category designed to find a particular insight, setting up a topic designed to find certain data, etc.); training will be more consultative.

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The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Professional Services Implementation

INCLUDES

- **100 seats** ($100 per additional seat)
- **Designated Implementation Manager** (SME)
- **Post go-live stabilization and support** of an estimated two weeks as agreed upon by project stakeholders.
- **Up to 120 Project Hours**** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. ***Project hours expire if not used within 6 months.***

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
  - 3 days with the Onboarding Manager onsite during go-live
  - 4 weeks of remote support with the Onboarding Manager, averaging 4 hours per week
  - Partnering with managers, supervisors, administrators every step of the way during initial use of the inContact technology
  - Achieving objectives and success metrics throughout engagement
  - Ensure proficiency during real world use
  - Assisting you to build and analyze reports
  - Travel and accommodations are extra

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

ACD Training: Core

- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

CONSENT AGENDA ITEM
#16

MEMORANDUM

TO: CFX Board Members

FROM: Bryan Homayouni, P.E.
Director of Intelligent Transportation Systems

DATE: September 1, 2026

SUBJECT: Approval of Proposed Supplemental Amendment Number 3 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

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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 3 provides additional compensation of $43,241.00 to FDOT to continue those services through October 31, 2027.

Locally Funded Agreement	$ 73,925.00
Supplemental Amendment No. 1	$ 95,488.00
Supplemental Amendment No. 2	$ 79,311.00
Supplemental Amendment No. 3	$ 43,241.00
Total	$291,965.00

Board approval of the Proposed Locally Funded Agreement, Supplemental Amendment Number 3 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 3

EXECUTION DATE:_____

Agency: Central Florida Expressway Authority **Vendor No: F59102557005**	**Fund: LF** **Original Contract Amount: $73,925.00** **Revised Contract Amount: $291,965.00**	**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 3 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, 2027**.

The updated total cost for the Additional Services for this Project is **$291,965.00 (Two Hundred Ninety-One Thousand, Nine Hundred Sixty-Five 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),** along with supplemental amounts of **$95,488.00 (Ninety-Five Thousand, Four Hundred Eighty-Eight Dollars and No/100) and $79,311.00 (Seventy-Nine Thousand, Three Hundred Eleven Dollars and No/100).** The LOCAL AGENCY agrees to deposit the additional amount of **$43,241.00 (Forty-Three Thousand, Two Hundred Forty-One 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.
- Fiscal Year 2027 (FY27), an amount of $43,241.00 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 t□ is □ upplemental Amendment□ t□ e □ cope of □ er□ ices are defined by Ex□ ibit “A” and t□ e Estimate for Additional □ er□ ices is defined by Ex□ ibit “□ ”.

- Ex□ ibit “A”□ Scope of Services
- Ex□ ibit “□ ”□ Estimate for Additional Services

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IN WITNESS WHEREOF, the LOCAL AGENCY and the DEPARTMENT have executed this Supplemental Amendment Number 3 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:

_____
Assistant General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

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 □ □ oulder □ se Operations ("PT□ □ Operations") and as described □ erein below s□ all be added to t□ e 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 □ □ □ Ad□ anced Tra□ eler □ nformation □ ystem□ dispatc□ for □ oad □ anger □ er□ ice Patrol□ dispa for Rapid Incident Scene Clearance contractors, document performance measures associated with PTSU and coordinate wit□ Florida's Turnpi□ e Enterprise (FTE)□ Freeway □ anagement□ 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 November 1, 2026 - October 31, 2027
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:	July 14, 2026	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 2026-2027								
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	60.00	$7,989.00	30.00	$3,922.20	60.00	$5,847.00	150.00	$17,758.20
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	72.00	$9,586.80	36.00	$4,706.64	72.00	$7,016.40	180.00	$21,309.84
							-	0.00
Total	132.00	$17,575.80	66.00	$8,628.84	132.00	$12,863.40	330.00	$39,068.04

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 2026-2027								
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	$39,068.04
Total Basic Activity Metric Home	$4,172.32
Grand Total Amount	$43,240.36

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CFX PTSU Operations SR 417 and SR 429 from November 1, 2026 – October 31, 2027
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:	July 14, 2026	525 Technology Park, Suite 153
		Lake Mary, Florida 32746

Prime Activity	Chief Engineer 1		Engineer 1		Engineer 2A		Total	
	Rate/Hr.:	$300.79	Rate/Hr.:	$167.72	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 2026-2027								
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	8.0	$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	8.0	$2,086.16
		$0.00		$0.00		$0.00	–	0.00
Total	8.00	$2,406.32	–	$0.00	8.00	$1,766.00	16.0	$4,172.32

Prime Activity	Senior Designer C		Engineering Technician B		Senior Engineer 1		Total	
	Rate/Hr.:	$164.86	Rate/Hr.:	$50.23	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 2026-2027								
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
Grand Total Amount	**$4,172.32**

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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
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)	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

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 24, 2026

SUBJECT: Development and Construction and Real Estate Purchase and Sale Agreements between the Central Florida Expressway Authority and the Diocese of Orlando Regarding SR 534, Boggy Creek Road Extension, Segment 534-243, Parcel No. 534-275.

As the completion of the SR 534 project will require the closure of the existing intersection between Clapp Simms Duda Road and Narcoossee Road, the extension of Boggy Creek Road from its intersection with Narcoossee Road, through a portion of property owned by the Diocese of Orlando, to Clapp Simms Duda Road (the **"Realignment"**) will be necessary to maintain access to Clapp Simms Duda Road.

Together, the proposed Development and Construction Agreement (the **"DCA"**) and proposed Real Estate Purchase and Sale Agreement (the **"PSA"**) between the Central Florida Expressway Authority (**"CFX"**) and the Diocese of Orlando (the **"Diocese"**) provide for the Realignment's construction and related property acquisition. The combined financial commitment under the DCA and PSA is an amount not to exceed $17,518,929.37.

Under the DCA, the Diocese will design, permit, and construct the Realignment and its associated improvements (the **"Realignment Project"**), and CFX will fund the Realignment Project in an amount not to exceed $9,603,729.47, inclusive of a 10 percent contingency, through an escrow arrangement. The DCA additionally provides CFX the right to step in and complete the Realignment Project should the Diocese be unable to timely complete the work.

Under the PSA, CFX will acquire fee simple title to approximately 6.18 acres for the roadway improvements and drainage easements encompassing approximately 6.44 acres (collectively, the **"Realignment Property"**) for a purchase price of $7,915,199.90, which reflects the appraised value of the Realignment Property together with the Diocese's appraiser, attorney, and professional consultant fees.

The Right-of-Way Committee recommended the PSA for approval at its meeting on September 23, 2026.

This is included in the Five Year Work Plan.

Board approval of the proposed Development and Construction and Real Estate Purchase and Sale Agreements between the Central Florida Expressway Authority and the Diocese of Orlando Regarding SR 534, Boggy Creek Road Extension, Segment 534-243, Parcel No. 534-275, is requested.

DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600
225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com | Legal Counsel

MEMORANDUM

TO: CFX Board Members

FROM: Leslie A. Evans and Christopher "Chip" Skambis
Right of Way Counsel
Dinsmore & Shohl LLP

DATE: September 24, 2026

SUBJECT: Approval of proposed Development and Construction Agreement and proposed Real Estate Purchase and Sale Agreement between the Diocese of Orlando and the Central Florida Expressway Authority, for the Boggy Creek Road Extension

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Presented to the CFX Board for approval are the proposed Development and Construction Agreement (the "**D&C Agreement**") and the proposed Real Estate Purchase and Sale Agreement (the "**Purchase Agreement**") (together, the "**Agreements**") between the Diocese of Orlando ("**Diocese**") and the Central Florida Expressway Authority ("**CFX**"), for the Boggy Creek Road Extension located at the intersection of Narcoossee Road and Boggy Creek Road in Orange County, Florida. Together, the Agreements amount to a $17,518,929.37 appropriation.

BACKGROUND

As part of improvements to the Expressway System, CFX needs to provide alternative access to Clapp Simms Duda Road from Narcoossee Road in Orange County, Florida. CFX will accomplish this by commissioning the extension of Boggy Creek Road through a portion of the Diocese's property at Orange County Parcel Identification Number 32-24-31-0000-00-010. To carry out that work, CFX and the Diocese have negotiated the D&C Agreement, a copy of which is attached as **Attachment "A"**. Under the D&C Agreement, the Diocese will perform the design, permitting, and construction of the road, stormwater, and related infrastructure improvements (the "**Realignment Project**"), and CFX will fund the Realignment Project up to $9,603,729.47 ("**Approved Project Costs**").

With the Realignment Project, CFX will ultimately need to acquire fee simple title to approximately 6.18 acres of real property onto which Boggy Creek Road will be extended (the "**Fee Parcel**") and drainage easements over the appurtenant stormwater ponds serving the roadway improvements, constituting approximately 6.44 acres of real property ("**Stormwater Parcels**") (together, the Fee Parcel and Stormwater Parcels constitute the "**Realignment Property**"). As additional consideration for the Diocese's performance of the Realignment Project, CFX has agreed to purchase, and the Diocese has agreed to convey, the Realignment Property for a purchase

price of $7,915,199.90, which reflects the appraised value of the Fee Parcel and Stormwater Parcels, together with the Diocese's reasonable appraiser, attorney, and professional consultant fees. The terms for acquiring the Diocese's property are outlined in the Purchase Agreement, attached as **Attachment "B"**.

Legal descriptions and sketches of the Realignment Property are attached to the Purchase Agreement as Exhibits B and C. A map depicting the Realignment Project is attached as **Attachment "C"** ("**Map**").

CFX and the Diocese reached the Agreements in lieu of condemnation, which would have posed a risk of significant severance damages to the Diocese's property from a less favorable alignment. Under the D&C Agreement, CFX's financial obligation for the Realignment Project is capped at $9,603,729.47. That amount is a total sum comprised of: (i) prepaid Realignment Project cost reimbursements to Diocese in the amount of $1,495,404.63; (ii) Realignment Project construction contract costs in the amount of $7,021,543.93; (iii) Realignment Project associated anticipated costs in the amount of $169,875.00; (iv) a two and a half percent (2.5%) construction management fee of $179,785.47; and (v) a ten percent (10%) contingency of $737,120.44. The Diocese is responsible for any costs exceeding the Approved Project Costs. As to the Purchase Agreement, the Diocese provided an appraisal of the Realignment Property to CFX, which was submitted to CFX's review appraisers. CFX's review appraisers signed off on both the appraisal methodology and the valuation conclusion.

The D&C Agreement is structured to require Diocese's completion of the Realignment Project by July 31, 2027. The Diocese is obligated to provide CFX with written construction updates and milestone estimates at least once per calendar month throughout the contract term. As detailed in Section 9 of the Agreement, if CFX determines in its sole discretion that the Diocese cannot or will not complete the Realignment Project on time, CFX has the right, but not the obligation, upon thirty (30) days' written notice to the Diocese, to step into the construction contract entered into by the Diocese and its contractor for the Realignment Project, assuming the Diocese's rights and obligations under the construction contract. The assumption becomes effective thirty (30) days after notice and is backed by temporary construction easement rights so CFX can finish the work itself and keep the Realignment Project on schedule.

Realignment Project funding under the D&C Agreement is administered through an incorporated Realignment Construction Escrow Agreement, included as an addendum to the D&C Agreement as Exhibit E, which requires CFX to deposit project funds into escrow and provides for controlled disbursement of those funds as construction progresses. Upon execution, CFX will deposit the Approved Project Costs into escrow, with the prepaid reimbursements and an initial mobilization fund of $500,000.00 to be immediately disbursed to the Diocese, and the remainder to be disbursed to Diocese thereafter through monthly draws upon CFX's approval of invoices, in accordance with the escrow provisions. The escrow structure protects CFX by requiring supporting documentation and approval of draw requests before disbursement and complements CFX's contractual right to step into the construction contract if necessary to ensure completion of the Project.

The Purchase Agreement requires CFX to make an initial deposit of $7,716,200.00, with the remainder of the purchase price to be paid by CFX at closing. The Purchase Agreement provides that closing shall occur either: (i) upon completion of the Project by Diocese; or (ii) after CFX steps into the construction contract entered into by the Diocese and its contractor for the

Project and assumes the Diocese's rights and obligations under the construction contract, as more particularly set forth in the D&C Agreement.

The Agreements are submitted in accordance with applicable Florida law and consistent with CFX's Property Acquisition, Disposition, and Permitting Procedures Manual.

The attached Purchase Agreement was recommended for Board approval by the Right of Way Committee on September 23, 2026.

REQUESTED ACTION

Approval of (i) the proposed Development and Construction Agreement between CFX and the Diocese, providing for CFX's funding of the Realignment Project in an amount not to exceed the Approved Project Costs of $9,603,729.47, (ii) the proposed Real Estate Purchase and Sale Agreement between CFX and the Diocese, providing for acquisition of the Realignment Property for a purchase price of $7,915,199.90, and (iii) authorization of the Executive Director or designee to execute all documents necessary to complete the transaction, subject to approval of the legal descriptions by CFX's General Engineering Consultant and to any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

A. Development and Construction Agreement

B. Real Estate Purchase and Sale Agreement

C. Realignment Project Map

Attachment A

This Instrument was Prepared by
and should be Returned to:

Jay W. Small, Esq.
Dinsmore & Shohl, LLP
225 E. Robinson Street, Suite 600
Orlando, Florida 32801

DEVELOPMENT AND CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AND CONSTRUCTION AGREEMENT (this "**Agreement**") is entered into as of the date last executed by both parties hereto (the "**Effective Date**"), by and between **JOHN G. NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO, A CORPORATION SOLE** ("**Diocese**"), whose post office address is 50 East Robinson Street Orlando, Florida 32801, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**"). CFX and Diocese may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Proposed

W I T N E S S E T H :

WHEREAS, Diocese is the fee simple owner of certain real property located in Orange County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Diocese Property**");

WHEREAS, CFX and Diocese agree to the funding and performance of design, permitting and construction on the Diocese Property of certain site work, mass grading and infrastructure improvements (the "**Realignment Project**") necessary to relocate and realign a portion of Clapp Simms Duda Road through a portion of the Diocese Property, to connect Clapp Simms Duda to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, as more particularly described and on the terms, conditions, and plans contained herein. The construction of the Realignment Project shall be completed substantially in accordance with plans and specifications relating to the Road Project (hereinafter defined in Section 3(a)(i)) and the Stormwater Project (hereinafter defined in Section 3(a)(ii)), as agreed upon between the Parties herein; and

WHEREAS, as additional consideration for the Diocese performing the Realignment Project as set forth herein, Diocese agrees to convey to CFX, and CFX agrees to purchase from Diocese, fee simple title to the Fee Parcel as more particularly described on **Exhibit "B-1"** attached hereto and incorporated herein by this reference ("**Fee Parcel**") and a drainage easement over those certain portions of the Diocese Property as more particularly described on "**Exhibit B-2**" attached hereto and incorporated herein by this reference ("**Stormwater Parcels**") (together, the Fee Parcel and Stormwater Parcels constitute the "**Realignment Property**") for the price and on such terms as more particularly set forth in a separate written purchase and sale agreement between Diocese and CFX as set forth in Section 15 below; and

WHEREAS, Diocese intends to construct, at its expense, certain additional site work, mass grading and infrastructure improvements on portions of the Diocese Property which are outside of the boundaries of the Realignment Property, as described in Section 3(b) and (c) herein below ("**Diocese Site Projects**"). The Diocese Site Projects are intended to be performed simultaneously and/or in sequence to the Realignment Project utilizing a common contractor, which shall perform the Realignment Project and Diocese Site Projects pursuant to three separate construction contracts.

WHEREAS, the Parties acknowledge and agree that the simultaneous performance of the Realignment Project and the Diocese Site Projects is beneficial to the Realignment Property and the Parties. CFX and Diocese desire to enter into this Agreement to set forth the terms upon which Diocese will perform the Realignment Project and CFX will fund the Realignment Project, including the proportional allocation of costs for the Realignment Project.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and in consideration of the conveyance of the Realignment Property to CFX (or CFX's designated assignee) consistent with Section 15 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Change Order. "**Change Order**" means any written instrument, however denominated (including without limitation any change order, change directive, work change directive, field order construction change directive, supplemental agreement, amendment, or other written modification), that (i) modifies the scope of the Realignment Project, including without limitation any addition to, deletion from, or modification of the Realignment Project Plans, the materials, the equipment, the alignment, the points of connection, the drainage characteristics, the maintenance of traffic, or the design or construction standards applicable to the Realignment Project; (ii) increases or decreases the cost of the Realignment Project, including without limitation the contract price under any construction contract, any allowance, any contingency draw, any unit price adjustment, or any pricing of extra or deleted work; (iii) extends or shortens the time for performance of the Realignment Project or any milestone thereof; or (iv) clarifies or modifies any other material term or condition of any contract relating to the design or construction of the Realignment Project.

(a) **CFX Written Approval Required as Condition Precedent**. No Change Order shall be valid, binding, or enforceable as to CFX, and no Change Order shall be implemented or acted upon by Diocese or any of its contractors, consultants, or agents, unless and until CFX has approved such Change Order in writing and signed by an authorized representative of CFX. CFX's prior written approval is a condition precedent to (i) any change in the scope of the Realignment Project, (ii) any change in cost or pricing of the Realignment Project, (iii) any change to the schedule for performance of the Realignment Project, and (iv) any payment by Diocese on account of any such change. Any work performed, cost incurred, or schedule adjustment made in the absence of a Change Order approved in writing by CFX shall be at the sole risk and expense of Diocese, and CFX shall have no obligation to recognize, accept, or compensate Diocese for any such

Proposed

work, cost, or adjustment. Any Change Order approved in accordance with this Agreement shall be deemed incorporated into this Agreement. Further, Diocese and CFX acknowledge and agree that the legal descriptions and graphic depictions of the Fee Parcel and Stormwater Parcels in **Exhibits "B-1"** and **"B-2"** respectively are preliminary descriptions subject to change according to the Realignment Project Plans and, upon mutual written agreement of the Parties following a mutually approved Change Order approved in accordance with this Agreement, shall be replaced with signed and sealed boundary surveys and updated legal descriptions of such Fee Parcel and/or Stormwater Parcel(s), as applicable, as contained on the survey(s), which shall then be deemed incorporated into this Agreement as a substitute legal description and depiction of such Fee Parcel and/or Stormwater Parcel(s) as applicable; and further, that notwithstanding any such change, the purchase price for the Conveyances shall remain unchanged.

(b) **Submittal Requirements**. Each proposed Change Order submitted to CFX for approval shall be in writing, signed by an authorized representative of Diocese and the affected contractor, shall be in a form suitable for obtaining all necessary permits, licenses and approvals from the local governmental agencies with jurisdiction over the Diocese Property to commence construction of the Realignment Project (as applicable), and shall include (i) a detailed description of the proposed change; (ii) the reason for the proposed change; (iii) a detailed breakdown of any cost impact, including labor, materials, equipment, overhead, profit, any cost or credit adjustments to the contract price, supported by reasonable documentation; (iv) a detailed analysis of any schedule impact, including the effect of any milestone and on substantial and final completion; (v) revised drawings, specifications, or other Realignment Project Plans to the extent affected by the proposed change; and (vi) such other information as CFX may reasonably request to evaluate the proposed Change Order.

(c) **Flow-Down**. Diocese shall include in each contract with a contractor or consultant performing work on the Realignment Project, and shall require each such contractor to include in each subcontract, provisions substantially equivalent to these Change Order provisions of this Section 2, so that no contractor or subcontractor may proceed with changed work without CFX's prior written approval, and so that no contractor or subcontractor may assert any claim against Diocese or CFX based on changed work not approved in writing by CFX as set forth in this Agreement.

(d) **Effect of Non-Compliance**. Any purported Change Order that does not comply with these provisions shall be void ab initio. Costs incurred or work performed in violation of the provisions of this Section 2 shall not be included in the cost of the Realignment Project, and shall not extend any deadline or release any obligation of the Diocese under this Agreement.

(e) **Review of Proposed Changes**.

(i) If CFX disapproves of a proposed Change Order request, it shall so notify Diocese in writing within ten (10) business days after receipt of the valid and complete Change Order submittal and shall state the grounds for disapproval with reasonable detail. If Diocese wishes to contest such denial, Diocese shall respond

Proposed

to such grounds of disapproval with a revised proposed Change Order within ten (10) business days after receipt of CFX's comments; otherwise, Diocese will be deemed to have accepted such CFX denial.

(ii) If Diocese disapproves of a proposed change by CFX to the Plans and Specifications, it shall so notify CFX in writing within ten (10) business days after receipt of the request and shall state the grounds for disapproval with reasonable detail. If CFX wishes to contest such denial, CFX shall respond to such grounds of disapproval with revised Plans and Specifications (as applicable) within ten (10) business days after receipt of Diocese's comments; otherwise, CFX will be deemed to have accepted such Diocese denial. Upon Diocese's approval of (or failure to reasonably contest) CFX's requested changes, Diocese shall, within ten (10) business days have a proposed Change Order prepared reflecting same.

3. Realignment Project Construction. The Diocese shall be the party responsible to perform the Realignment Project. Diocese shall enter into a construction contract approved by CFX with a Development Professional for the construction by such Development Professional of the Realignment Project in accordance with the Realignment Project Plans (as defined in subsection (a) below) ("**Realignment Project Construction Contract**"). Diocese shall obtain CFX's prior written consent to the terms of its proposed Realignment Project Construction Contract before entering into any Realignment Project Construction Contract. Such Realignment Project Construction Contract shall be in conformance with all of the terms of this Agreement and shall expressly authorize CFX to assume and step into the rights and obligations of Diocese as more particularly set forth in Section 9 of this Agreement. Promptly (but no later than five (5) business days) following the Effective Date of this Agreement, Diocese shall deliver to CFX for its review and approval the final proposed draft of the Realignment Project Construction Contract. The Realignment Project consists of both: (i) the Road Project (as hereinafter defined), and (ii) the Stormwater Drainage Project (as hereinafter defined). The Realignment Project shall be performed upon the following terms and conditions:

(a) **Realignment Project Construction**. The Road Project and the Stormwater Drainage Project shall be constructed in accordance with the plans and specifications mutually approved by Diocese and CFX as more particularly set forth in **Exhibit "C"** (the "**Realignment Project Plans**"), which are incorporated by reference herein, as may be modified or amended after the Effective Date by a Change Order(s).

(i) **Road Project**. Diocese shall be responsible for the administration, management, and completion of the design, permitting, and construction of a roadway and related improvements which shall serve as a new public right of way (the "**Road Project**"), realigning Clapp Simms Duda Road and extending Boggy Creek Road consistent with the Diocese master plan approved by the City of Orlando Development Review Committee in Case Number MPL2021-10042 ("**Diocese Master Plan**"), in accordance with the Realignment Project Plans. The roadway shall provide vehicular access to and from Narcoossee Road and provide public access to Clapp Simms Duda Road and include a minimum of two (2) lanes (with each lane conveying traffic in opposite directions) with curbs and gutters. All changes or modifications to the Realignment Project Plans in **Exhibit "C"** must be

mutually agreed on by the Parties as necessary to complete the construction of the Road Project and related to unknown or unforeseen circumstances and/or conditions as of the Effective Date. All improvements relating to the Road Project shall comply with all applicable laws, rules, permits, codes and regulations. The Road Project improvements shall include, without limitation, landscaping, irrigation, driveways, sidewalks, curbs and gutters, and street lighting. CFX shall be responsible for the costs of the Road Project in accordance with the Realignment Project Plans. With respect to the design and construction of the drainage improvements to accommodate drainage from the Road Project, the Parties agree that the drainage improvements shall be designed and constructed consistent with the Realignment Project Plans, as referenced in Subsection 3(a)(ii) below and shall be approved by both Parties in writing.

(ii) **Stormwater Drainage Project.** Pursuant to the Stormwater Easement (as defined in Section 15 below), CFX shall have an assignable right to drain the stormwater and surface water from the Road Project into a master stormwater retention system for the Diocese Master Plan which includes a stormwater and surface water retention pond constructed by Diocese within the Stormwater Easements in the location as shown on the Realignment Project Plans (the "**Road Stormwater Retention System**"). -The Road Stormwater Retention System constitutes a component of the interconnected master stormwater system servicing the Realignment Property consistent with the Diocese Master Plan as approved by the City of Orlando and the mass grading permits for the Realignment Property. CFX shall be responsible for all costs of design, permitting, site work, construction, and development of the Road Stormwater Retention System in accordance with the Realignment Project Plans. Diocese, at CFX's cost (to be paid as provided in Section 8, herein below), shall complete the design, permitting, site work, construction, and development of the Road Stormwater Retention System in accordance with the Realignment Project Plans no later than the Completion Date (as defined in Section 4, herein below).

(b) **Diocese West Parcel Construction.** In the future and consistent with the Diocese Master Plan as approved by the City of Orlando, the Diocese intends to build a Roman Catholic church and school on the west portion of the Diocese Property in the area contiguous to the west and north of the Realignment Property (the "**Diocese West Parcel**"). Due to the scope of the Realignment Project and the impacts to the Diocese Property from the Realignment Project, the Diocese has elected to perform mass grading site work (no vertical building improvements) within the Diocese West Parcel concurrent with the Realignment Project. In furtherance thereof, the Diocese has entered into a separate construction contract with the same contractor to be utilized for the Realignment Project construction. The Diocese shall be solely responsible for the funding and performance of design, permitting and construction of the site work, mass grading and infrastructure improvements and all other work to be performed on or to the Diocese West Parcel (the "**Diocese West Parcel Construction**").

(c) **Diocese East Parcel Construction.** In the future and consistent with the Diocese Master Plan approved by the City of Orlando, the Diocese intends to prepare a

parcel for multi-family development on the east portion of the Diocese Property in the area contiguous to the east of the Realignment Property (the "**Diocese East Parcel**"). Due to the scope of the Realignment Project and the impacts to the Diocese Property from the Realignment Project, the Diocese may elect to perform required mass grading site work (no vertical building improvements) within the Diocese East Parcel concurrent with, in sequence with, or after the Realignment Project. In furtherance thereof, the Diocese may enter into a separate construction contract with the same contractor to be utilized by CFX and Diocese for the Realignment Project construction. The Diocese shall be solely responsible for the funding and performance of design, permitting and construction for the site work, mass grading and infrastructure improvements and all other work to be performed on or related to the Diocese East Parcel (the "**Diocese East Parcel Construction**"). The Diocese reserves the right to defer Diocese East Parcel Construction as a separate phase of the overall mass grading work, as may be consistent with the mass grading permits.

4. **Commencement and Completion of Realignment Project**. As a material condition to this Agreement, promptly following the Effective Date of this Agreement, but no later than five (5) calendar days following CFX's consent to all of the terms and conditions of the proposed Realignment Project Construction Contract as set forth in Section 3 above, Diocese will sign the Realignment Project Construction Contract and deliver a fully executed copy thereof to CFX, and thereafter timely commence, diligently and continuously pursue the construction of the Realignment Project in a good and workmanlike manner and to Complete construction in accordance with the Realignment Project Plans on or before **July 31, 2027** (the **"Completion Date"**). "**Completion**" and "**Complete**" as either term may be used herein and in the Realignment Escrow Agreement means that: (a) the Realignment Project has been completed in a good and workmanlike manner in accordance with the Realignment Project Plans (including all Change Order(s)) and approved by CFX as set forth in Section 10(a) of this Agreement; (b) Diocese has obtained a final Certificate of Completion or other comparable confirmation from the City of Orlando, Florida and Orange County, Florida, and/or any other applicable governmental authorities sufficient to complete the Realignment Project; (c) all applicable permits required for the Realignment Project have been finalized and closed; (d) final acceptance by the City of Orlando, Florida and Orange County, Florida of the constructed Realignment Project; and (e) the Road Project constructed on the Fee Parcel is open to vehicular traffic sufficient to allow for permanent closure of Clapp Simms Duda Road at the intersection with Narcoossee Road. Subject to properly noticed and documented force majeure events as set forth in Section 28 below, the failure of Diocese to complete construction of the Realignment Project by the Completion Date shall subject the Diocese to the remedies otherwise set forth under the terms of this Agreement.

5. **Development Professionals**. CFX, has previous to the Effective Date hereof, approved design professionals, engineers and consultants utilized or engaged by Diocese as identified within the Exhibits attached to this Agreement for the design, engineering and permitting of the Realignment Project and shall have the right to reasonably approve in writing, in advance, the contractor and any other consultant to be utilized by the Diocese for construction of the Realignment Project (each such approved design professional, engineer, consultant, and contractor shall be deemed a "**Development Professional**" as such term is used herein).

Proposed

6. **Bond.** The Parties acknowledge and agree that the Realignment Project to be designed, constructed, and installed by Diocese pursuant to this agreement constitutes a "public work" within the meaning of Section 255.05, Florida Statutes, that CFX is a "public authority" within the meaning of Section 255.05, and that Diocese is a "private entity" entering into a formal contract for the construction of a public work for purposes of Section 255.05.

(a) **Bond Required.** Prior to commencing any construction of the Realignment Project, and before recommencing any portion of such construction after a default or abandonment, Diocese shall cause the applicable Development Professionals to execute, deliver, and record in the Official Records of Orange County, Florida, a payment and performance bond that complies in all respects with Section 255.05 (the "**Statutory Bond**"). The Statutory Bond shall:

(i) be issued by a surety insurer authorized to do business in the State of Florida as surety and otherwise meet the requirements of Section 255.05;

(ii) be in a penal sum equal to the full contract price for the construction of the Realignment Project;

(iii) name Diocese as sole obligee, with CFX expressly named as a third-party beneficiary entitled to independently enforce the Statutory Bond against the surety, by rider or endorsement in form reasonably acceptable to CFX, which rider shall provide that (A) CFX's rights are not subject to or impaired by any act, omission, or default of Diocese, (B) CFX shall be entitled to receive copies of all notices given to or by Diocese or the surety with respect to the Statutory Bond, and (C) no amendment, modification, cancellation, or non-renewal of the Statutory Bond shall be effective as to CFX without thirty (30) days prior written notice to CFX;

(iv) be conditioned upon Diocese and Development Professionals' performance of the construction work in the time and manner prescribed in this Agreement and the applicable Development Professionals' construction contract with Diocese, and Diocese and/or Development Professionals' prompt payment of all persons defined in Section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work;

(v) reference Section 255.05 by number on its front page and contain reference to the notice and time limitation provisions in Section 255.05(2), Florida Statutes, together with all other information required by Section 255.05(1)(a); and

(vi) name CFX as a beneficiary.

(b) **Delivery of Recorded Bond.** Before commencing the work, and as a condition precedent to CFX's obligation to issue any notice to proceed, deliver any easement, or release any other consideration under this Agreement with respect to the Realignment Project, Diocese shall deliver to CFX a certified copy of the recorded Statutory Bond, together with recording information sufficient to permit any claimant to obtain a copy from the public records.

Proposed

(c) **No Conversion to Common-Law Bond.** The payment bond portion of the Statutory Bond shall be deemed a statutory payment bond furnished pursuant to Section 255.05, and shall not, under any circumstances, be construed or converted into a common-law bond. To the extent any provision of the Statutory Bond conflicts with Section 255.05, the statute shall control and such conflicting provision shall be deemed conformed to the statute.

(d) **No Waiver.** Nothing in this Section 6 shall be construed to limit Diocese's separate obligations under this Agreement, including without limitation Diocese's obligations relating to insurance, indemnification, completion, guarantees, or any supplemental letter of credit, cash deposit, or other security that CFX may require as additional assurance of completion of the Realignment Project. CFX's acceptance of the Statutory Bond shall not constitute waiver of any other right or remedy available to CFX at law, in equity, or under this Agreement.

(e) **Survival.** The obligations of Diocese under this Section 6, and the rights of CFX as a beneficiary and a third-party beneficiary under the Statutory Bond, shall survive termination, expiration, or assignment of this Agreement until all claims under the Statutory Bond are barred by Section 255.05(2), Florida Statutes.

7. **No Liens**. In the event any mechanic's, laborer's, materialman's, or other liens are filed against the Realignment Property arising or related to the labor, material, equipment, services, or work being performed concerning or relating to the Realignment Project, Diocese, at its sole cost and expense, within twenty (20) days of the date such lien is recorded, shall pay or bond off such lien in accordance with §713.24, Florida Statutes and provide evidence of same to CFX within five (5) days of such payment or bond off. Diocese hereby agrees to indemnify and save CFX harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby. The provisions of this subsection shall survive termination of the Agreement.

8. **Cost of the Realignment Project Construction and Escrow of Funds**. CFX will be solely responsible for the costs of the Realignment Project except as otherwise expressly set forth herein. Attached hereto as **Exhibit "D"** and incorporated by reference herein is a design and construction cost detail approved by CFX and Diocese itemizing the expected design, engineering, permitting, fees, prepaid items, mitigation credits, site work, and construction costs associated with the Realignment Project as of the Effective Date (the "**Realignment Costs**"). The Realignment Costs shall include only the Prepaid Realignment Cost Reimbursement, the Realignment Project Construction Contract Cost, Realignment Project Anticipated Costs and the Construction Management Fee, each as defined below.

(a) The "**Prepaid Realignment Cost Reimbursement**" is the sum of costs incurred by the Diocese as of the Effective Date as identified on **Exhibit "D"**, and amounts to **One Million Four Hundred Ninety-Five Thousand Four Hundred Four and 63/100 Dollars ($1,495,404.63)**, to be reimbursed to Diocese by CFX upon execution hereof as further referenced pursuant to this Agreement.

(b) The "**Realignment Project Construction Contract Cost**" shall consist of the lowest construction bid proposal received by Diocese for the Realignment Project by a

contractor reasonably qualified to perform such Realignment Project in accordance with the then-current applicable design and construction standards, which as of the date of this Agreement is in the amount of **Seven Million Twenty-One Thousand Five Hundred Forty-Three and 93/100 Dollars ($7,021,543.93)**, regardless of whether such contractor is ultimately chosen to perform the Realignment Project, providing for the actual cost of materials and construction of the Realignment Project, and the actual costs and expenses for labor in the construction of the Realignment Project in accordance with the then-current applicable design and construction standards.

(c) The "**Realignment Project Anticipated Costs**" shall consist of additional soft costs ancillary to the Realignment Project including consultant's contract administration fees, and other professional services costs budgeted to be incurred during the construction of the Realignment Project, as more particularly set forth on **Exhibit "D"**, which as of the date of this Agreement is in the amount of **One Hundred Sixty-Nine Thousand Eight Hundred Seventy-Five and NO/100 Dollars ($169,875.00)**.

(d) The "**Construction Management Fee**" to the Diocese is equal to two and a half percent (2.5%) of the sum of: (i) the Realignment Project Construction Contract Cost; and (ii) the Realignment Project Anticipated Costs. The Parties acknowledge that CFX shall have no obligation to pay for any cost that may be required to the extent applicable to Diocese West Parcel Construction or Diocese East Parcel Construction.

(e) The Parties agree that CFX shall also fund an additional amount constituting ten percent (10%) of the sum of: (i) the Realignment Project Construction Contract Cost; (ii) the Realignment Project Anticipated Costs; and (iii) Construction Management Fee as contingency to cover required cost adjustments to be approved in writing by both CFX and Diocese during construction of the Realignment Project ("**Realignment Contingency**").

(f) CFX shall not be liable or responsible for costs exceeding the sum of: (i) the Realignment Costs; and (ii) the Realignment Contingency (together, the "**Approved Project Costs**"), without written amendment to this Agreement approved and executed by authorized representatives of each of CFX and Diocese. The Approved Project Costs shall not exceed **Nine Million Six Hundred Three Thousand Seven Hundred Twenty-Nine and 47/100 Dollars ($9,603,729.47)**. The Approved Project Costs shall be the maximum extent of CFX's financial liability for the Realignment Project. Diocese is responsible for all costs in excess of the Approved Project Costs. The amount of Approved Project Costs may only be increased by valid written amendment signed by duly authorized representatives of Diocese and CFX modifying the Approved Project Cost following approval of such increased amount by CFX's Board. Notwithstanding anything to the contrary in this Agreement or in the Realignment Escrow Agreement, the Approved Project Costs shall not be applied to any consequential, punitive, or exemplary damages or otherwise any penalty, interest, or liquidated damages charged to or otherwise incurred by Diocese with respect to the Realignment Project or the Realignment Project Construction Contract.

(g) Within seven (7) business days following the later of: (i) the Effective Date of this Agreement, (ii) the date of delivery by Diocese to CFX of the fully executed

Realignment Project Construction Contract which has been reviewed and approved by CFX prior to Diocese's execution thereof as set forth in Section 3 of this Agreement; and (iii) delivery to CFX of both the Diocese's current IRS Form W-9 and the Escrow Agent's wire transfer instructions, CFX shall pay by wire transfer to Baker & Hostetler LLP ("**Escrow Agent**"): (i) the Prepaid Realignment Cost Reimbursement and (ii) the balance of the Approved Project Costs to secure funding the Diocese's performance of the obligations pursuant to this Agreement, (together, the "**CFX Realignment Cost Escrow Amount**"), which shall be held and disbursed by Escrow Agent pursuant to the terms of an escrow agreement between CFX, Diocese and Escrow Agent substantially in the form attached hereto as **Exhibit "E"**, (the "**Realignment Escrow Agreement**") entered into on even date herewith. The Realignment Escrow Agreement shall provide for disbursement to Diocese of the Prepaid Realignment Cost Reimbursement promptly following the full execution thereof by Diocese, CFX, and the escrow agent defined therein and contain a monthly draw schedule providing for disbursements to Diocese following Diocese's submittal of Development Professional invoices to CFX and the escrow agent defined therein and CFX's approval thereof, and further subject to such other reasonable terms as mutually agreed by the Parties as set forth therein. The Realignment Escrow Agreement shall also provide that the un-utilized Realignment Costs, including all accrued interest on such CFX Realignment Cost Escrow Amount, shall be refunded to CFX within sixty (60) days after Completion of the Realignment Project.

9. **CFX's Right of Step in to Complete the Realignment Project**. Delivery and Completion of the Realignment Project on or before the Completion Date is of critical importance to CFX and a material condition of this Agreement. Therefore, the progress of construction shall be diligently monitored and managed by Diocese throughout construction and for the term of this Agreement and communicated to CFX throughout the term of this Agreement as set forth herein. Diocese must provide CFX with written, reasonably detailed construction updates with estimates of milestone completion at least once per calendar month, with the first update due on or before November 1, 2026, and continuing each month thereafter during the term of this Agreement. In the event that CFX determines, in its sole discretion, that Diocese cannot or will not Complete all of the Realignment Project by the Completion Date, then upon thirty (30) days' written notice to the Diocese, CFX shall have the right, but not the obligation, to step in and assume all of the Diocese's rights and obligations under the Realignment Project Construction Contract to perform the Realignment Project and to assume all of the rights of Diocese pursuant to the Realignment Escrow Agreement to receive payment for and recover all construction costs to Complete the Realignment Project. The Realignment Project Construction Contract shall expressly authorize CFX to step in to all of Diocese's rights and obligations thereunder at any time and provide for the above referenced assumption by CFX to take effect on the date which is thirty (30) days after CFX delivers its written notice as set forth above (such notice to be self-effectuating) without the requirement of any additional action or consent by the applicable Development Professional or Diocese. Upon CFX's assumption of the Diocese's rights and obligations as set forth above, CFX agrees to use commercially reasonable efforts to Complete the Realignment Project as soon as reasonably practicable. Diocese hereby grants and shall deliver as may be necessary to CFX in CFX's reasonable discretion a temporary, non-exclusive construction easement over such portions of the Diocese Property as may be reasonably required for CFX to Complete the Realignment Project, including but not limited to the Fee Parcel and Stormwater Parcels. Thirty (30) days from

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Completion of the Realignment Project, the temporary construction easement over the Diocese Property shall automatically terminate.

10. CFX Approval Rights. CFX shall have the following rights of approval over the Realignment Property and Realignment Project:

(a) **Plans and Specifications**. No construction of the Realignment Project shall commence until Diocese has submitted to CFX, and CFX has approved in writing, complete Realignment Project Plans, specifications, drawings, design calculations, geotechnical reports, drainage and stormwater management reports, maintenance of traffic plans, and all other design documents for the Realignment Project as reasonably required by CFX ("**Plans and Specifications**"), with the Diocese's authority to commence construction confirmed in writing by CFX. CFX's review and approval shall be conducted in accordance with the then-current applicable design standards and construction standards. **Any material modification, revision, or Change Order affecting the Realignment Project Plans, including but not limited to Realignment Project Plans, the scope of the Realignment Project, the alignment of the Realignment Project, or the drainage characteristics of the Realignment Project shall require CFX's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed except with respect to matters affecting the safety, integrity, operation, or capacity of the roadway system, as to which CFX's approval may be granted or withheld in CFX's sole and absolute discretion.**

(b) **Contractors and Consultants**. Diocese shall submit to CFX for its reasonable prior written approval the identity and qualifications of any other general contractor, engineer of record, construction and engineering inspection ("**CEI**") firm, and any subcontractor intending to perform work on or directly affecting the Realignment Project. CFX may require that any such party meet applicable prequalification standards then in effect.

(c) **Permits**. Diocese shall apply for and obtain all permits, licenses, and other governmental approvals required for the Realignment Project with the Realignment Project Plans as approved by CFX and shall provide copies of all such permits, licenses, and approvals to CFX prior to commencing the affected work. CFX's approval of any Realignment Project Plans or other submittal shall not constitute, and shall not be deemed to substitute for, any permit required from any other governmental authority. Diocese shall be solely responsible for ensuring that the Realignment Project complies with any and all governmental or quasi-governmental codes, rules or regulations that apply to the Realignment Project, including but not limited to the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C. Section 1201, et seq.) and regulations promulgated thereunder, as amended. If any changes to the Realignment Project Plans are required by any governmental authority ("**Governmental Changes**"), Diocese shall promptly notify CFX in writing of the required change. All such Governmental Changes shall be subject to the reasonable approval of CFX. Diocese and CFX shall each negotiate in good faith to agree upon a Change Order which incorporates the required Governmental Changes. Throughout the process of obtaining the necessary permits and approvals, each party shall

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act diligently and in good faith and shall cooperate with the other and with the applicable governmental authorities as may be reasonably required.

(d) **CFX Liability for Review and Inspection**. CFX's review and approval rights under this Section 10 are for CFX's sole benefit, and no approval, review, comment, or inspection by CFX shall (A) relieve Diocese, its Development Professionals, or any other of Diocese's contractors or consultants of any obligation under this Agreement, (B) constitute a representation or warranty by CFX as to sufficiency, accuracy, legality, or adequacy of any Realignment Project Plans or work, or (C) create any liability on the part of CFX to Diocese, its Development Professionals, or any other of Diocese's contractors or consultants, or any third party.

11. CFX Inspection Rights. CFX shall have the right to inspect the Realignment Property and Realignment Project as follows:

(a) **Right of Entry**. CFX, and its officers, employees, agents, consultants, and contractors (collectively, the "**CFX Representatives**"), shall have the right, upon reasonable prior notice to Diocese as set forth in this Agreement or to Diocese's designated project manager as expressly authorized by Diocese to CFX in writing, to enter upon the site of the Realignment Project and any related construction staging, storage, or work areas at any time, with or without prior notice, for the purpose of observing, inspecting, photographing, videotaping, sampling, and testing the work, the materials incorporated or to be incorporated therein, and the means and methods of construction.

(b) **Cooperation**. Diocese shall, and shall cause its agents, contractors, and consultants to, fully cooperate with CFX Representatives in the exercise of CFX's inspection rights, including by providing safe access, personal protective equipment if required, copies of submittals, mix designs, test reports, daily reports, inspector reports, surveys, materials certifications, and any other documentation promptly upon reasonable request by CFX.

(c) **Stop-Work Authority**. CFX shall have the right, but not the obligation, to issue a written stop-work order with respect to any portion of the Realignment Project that, in CFX's reasonable judgment, (A) is not being performed in accordance with the approved Realignment Project Plans, (B) presents an imminent threat to the safety, integrity, operation, or capacity of the roadway system, or (C) is being performed by a party not approved by CFX. Diocese shall, and shall cause its agents, contractors, and consultants to, promptly comply with any stop-work order and shall not resume the affected work until CFX has issued written authorization to do so. Diocese shall not be entitled to any extension of time, increase in compensation, or other relief from CFX on account of any stop work order properly issued under this provision.

(d) **No Duty**. CFX's inspection rights are for CFX's sole benefit. CFX has no duty to Diocese, its contractors, or any third party to conduct any inspection, to discover any defect or nonconformance, or to identify and report any condition. The exercise or non-exercise of CFX's inspection rights shall not (A) relieve Diocese or its contractors or

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consultants of any obligation under this Agreement, (B) constitute acceptance of any work, or (C) waive any right or remedy of CFX.

12. CFX Audit Rights. The Parties agree to the following recordkeeping requirements that CFX may audit, as follows:

(a) **Books and Records**. Diocese shall maintain, and shall cause its contractors and consultants to maintain, complete and accurate books, records and documentation relating to the Realignment Project, including without limitation contracts, subcontracts, purchase orders, Change Orders, invoices, payment records, lien waivers, cost records, schedule documentation, correspondence, submittals, inspection and test reports, materials certifications, payroll records (to the extent permitted by law), and all other documents reasonably related to the design, construction, cost, schedule, and performance of the Realignment Project (collectively, the "**Project Records**").

(b) **Retention**. Diocese shall retain, and shall cause its contractors and consultants to retain, the Project Records for a period of not less than five (5) years following CFX's final acceptance of the Realignment Project, or such longer period as may be required by applicable law or any pending claim, audit, or litigation. As required under Fla. Stat. §§ 119.021(2)(b) & 257.36(6), Diocese and its agents shall retain any material prepared in connection with official business of the Realignment Project which is intended to perpetuate, communicate, or formalize knowledge of some type in accordance with retention schedules established by the Division of Library and Information Services of the Department of State, codified in Chapters 1B-24 and 1B-26, Florida Administrative Code.

(c) **Audit**. CFX and CFX's auditors, accountants, attorneys, and other representatives, shall have the right, upon reasonable prior written notice (which shall not be required in the event of suspected fraud or in connection with any pending dispute), to inspect, audit, copy, and make extracts from the Project Records, during normal business hours at the location where the Project Records are customarily maintained, or, at CFX's election, by electronic delivery, which shall be delivered to CFX as requested by CFX within ten (10) days thereafter. Diocese shall cause its contractors and consultants to make their personnel reasonably available to respond to questions from CFX in connection with any audit.

(d) **Flow-Down**. Diocese shall include in each contract with a contractor or consultant performing or providing labor, material, equipment, services, or work related to the Realignment Project, and shall require each such contractor or consultant to include in each subcontract, provisions substantially equivalent to this Paragraph 12, running for the benefit of CFX as an intended third-party beneficiary.

(e) **Cost of Audit; Overcharges**. CFX shall bear the cost of any audit conducted under this subsection except that if any audit discloses (A) an overcharge, overpayment, or unauthorized charge exceeding five (5%) percent of the amount audited, or (B) any material noncompliance with this Agreement, Diocese shall, within thirty (30) days following receipt of written request by CFX, reimburse CFX for the reasonable cost of the audit and shall promptly refund or credit any overcharge, overpayment, or

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unauthorized charges, together with interest at the statutory rate from the date of original payment.

13. **Public Records**. Per Fla. Stat. § 119.0701(1), "[c]ontractor" 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 § 119.011(2). Diocese acknowledges that it and its agents are contractors for purposes of the Realignment Project.

IF THE CONTRACTOR 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.

In accordance with Fla. Stat. § 119.0701, Diocese and its agents, when acting on behalf of CFX, shall, as required by Florida law:

(i) Keep and maintain public records required by CFX to perform the Realignment Project.

(ii) Upon request from CFX's custodian of public records, provide CFX 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 Florida law or otherwise provided by law.

(iii) 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 term of the Agreement and following completion of the Agreement if Diocese does not transfer the records to CFX.

(iv) Upon completion of the Agreement, transfer, at no cost, to CFX all public records in possession of Diocese and its agents or keep and maintain public records required by CFX to perform the Realignment Project. If Diocese and its agents transfer all public records to the public agency upon completion of the contract, they shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Diocese and its agents keep and maintain public records upon completion of the contract, they 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.

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14. Insurance. Diocese agrees to obtain and maintain during the Term, at its sole cost and expense, and shall cause each of its contractors, Development Professionals, and CEI to obtain and maintain during the Term, insurance coverage in the following minimum amounts:

(a) Commercial General Liability with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Such insurance shall include contractual liability, personal injury protection and completed operations coverage (including coverage for the indemnity clauses provided by contractor).

(b) Commercial Automobile Liability covering owned, hired and non-owned vehicles with limits of $1,000,000.00 combined single limit each occurrence.

(c) Follow Form Excess liability (umbrella) insurance, with coverage as broad as or broader than the Underlying Commercial General Liability and Commercial Automobile Liability policies with limits of $4,000,000.00 or greater;

(d) Workers' compensation insurance covering all employees in an amount required by applicable laws.

(e) Employer's Liability coverage with the following limits:

(i) Bodily Injury By Accident (Each Accident) $1,000,000.00

(ii) Bodily Injury By Disease (Policy Limit) $1,000,000.00

(iii) Bodily Injury By Disease (Each Employee) $1,000,000.00

(f) Personal property insurance coverage for tools and equipment brought onto and/or used on the Realignment Property in an amount equal to the replacement costs of all such tools and equipment.

The insurance described above shall be obtained without liability on the part of CFX for premiums, and the insurance described in items (a), (b), and (c) above shall include any Parties specified by CFX as additional insureds. Each of the above policies will be primary and non-contributory with respect to any policies carried by any additional insured. Any coverage carried by CFX shall be excess insurance. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the state in which the Realignment Property is located and have a minimum Best's rating of A-/VII. Satisfactory evidence of coverage shall be provided prior to entry onto the Realignment Property.

15. Purchase and Sale of Realignment Property. Diocese and CFX acknowledge and agree that as additional material consideration for the construction and funding of the Realignment Project as set forth in this Agreement, Diocese shall grant, sell, and convey to CFX and CFX shall purchase and accept from Diocese the Realignment Property on the terms as set forth in the Purchase and Sale Agreement attached hereto as **Exhibit "F"** and incorporated by reference herein ("**Purchase and Sale Agreement**").

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16. Term of Agreement. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate on the Completion of the Realignment Project, payment of all Realignment Costs in accordance with the terms of this Agreement and the Realignment Escrow Agreement, and satisfaction of the obligations of the Parties herein and in the Realignment Escrow Agreement, as confirmed in a writing signed by the authorized representative(s) of Diocese and the Executive Director of CFX (or the Executive Director of CFX's authorized designee). Upon the expiration or earlier termination of this Agreement pursuant to the terms of this Agreement, the Parties shall have no rights or obligations hereunder except for provisions set forth herein that, by their nature, contemplate performance or enforcement after expiration or other termination of this Agreement or which expressly survive expiration or other termination of this Agreement.

17. Default Remedies.

(a) If Diocese fails to provide a final draft form of Realignment Project Construction Contract as and when required by Section 3 of this Agreement or fails to enter into the approved form of Realignment Project Construction Contract as and when required by Section 4 of this Agreement and shall fail to cure such default within ten (10) days following written notice from CFX, Diocese shall be in material breach of this Agreement. In such event, CFX shall have the immediate, unconditional right, without first bringing or exhausting any other legal or equitable remedy, to bring an action for specific performance and to compel both: (i) Diocese's transfer to CFX of the complete Realignment Project Plans in all forms of media held by or within the reasonable control of Diocese, including all rights and interests of the Diocese thereto, in exchange for CFX's payment to Diocese of the reasonable design engineering, planning, consulting (other than legal counsel) and permitting costs incurred by Diocese in the preparation thereof; and (ii) the Conveyances by Diocese to CFX (or its designee) set forth in Section 15(a) in exchange for payment by CFX of the amount of **Seven Million Seven Hundred Sixteen Thousand Two Hundred and NO/100 Dollars ($7,716,200.00)** ("**Default Purchase Price**"), plus reasonable fees to Diocese's appraiser and professional consultants (other than legal counsel) utilized exclusively to the extent in furtherance of the negotiation and consummation of the sale/purchase of the Realignment Property, which Default Purchase Price shall be paid by CFX. Such payment for the Conveyances shall be subject to deduction to the extent of any unpaid liens or other encumbrances affecting the Fee Parcel so as to clear such encumbrances from CFX's title. Following the consummation of the Conveyances and CFX's assumption of the Realignment Project and Completion of construction of the Realignment Project, (i) Diocese shall be entitled to an award of reasonable attorneys' fees exclusively for the negotiation and consummation of the Conveyances, in the court's sole discretion, specifically excluding any attorneys' fees with respect to the Realignment Project or negotiation or consummation of this Agreement; and (ii) CFX shall be entitled to an award of reasonable costs and expenses incurred as a result of Diocese's breach of Section 3 or 4 of this Agreement as set forth in this Section 17(a), including but not limited to: all additional costs and expenses in connection with assuming Diocese's responsibility to perform the Realignment Project as set forth in this Agreement and toward commencing and Completing construction of the Realignment Project; costs and expenses associated with transferring any permits and permit applications to CFX; costs and expenses of negotiating and entering into a construction contract to perform the Realignment Project,

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but only to the extent such total additional costs, actually paid by CFX to third parties, exceeds the Approved Project Costs set forth in Section 8(e), plus CFX's reasonable attorneys' fees incurred in connection with all of the foregoing, including collection of such additional costs. The Parties acknowledge and agree that Diocese's agreement to enter into the Realignment Project Construction Contract upon satisfaction of all conditions precedent and within the time frame set forth in this Agreement is a material condition to this Agreement and therefore, the remedy set forth in this Section 17(a) is a reasonable remedy to compensate CFX for Diocese's failure to perform as set forth in this Section 17(a). This Agreement shall terminate upon the consummation of both of the conveyances set forth in subsections 17(a)(i) and (ii) above, provided that the remedies set forth in this Section 17(a) shall survive such termination.

(b) In the event that a Party shall default in its obligations pursuant to the terms referenced in this Section 17(b) (i)-(vi) below, and shall fail to cure such default within ten (10) days following written notice from the other Party, such defaulting Party shall be in material breach of this Agreement. In such event, the non-defaulting Party shall have the right to specific performance and to the following additional remedies:

(i) In the event of failure by CFX to reasonably and timely approve or deny valid Change Orders as set forth in Section 2, Diocese shall have the right to collect any and all delay damages, additional costs or charges rightfully due to the contractor, sub-contractors, Development Professionals, attorneys' fees and costs as a result of such delayed processing of the Change Order.

(ii) In the event of failure by Diocese to reasonably and timely approve a valid change to the Plans and Specifications by CFX or obtain a proposed Change Order reflecting same as set forth in Section 2, CFX shall have the right to recover any and all delay damages, additional costs or charges rightfully due to the contractor, sub-contractors, Development Professionals, attorneys' fees and costs as a result of such delayed processing and approval of the proposed change.

(iii) In the event of failure by CFX to reasonably and timely approve the final terms and conditions of the Realignment Project Construction Contract as set forth in Section 4, (aa) the Completion Date shall be extended day for day for each day after October 20, 2026, that CFX has not approved the Realignment Project Construction Contract, and (bb) Diocese shall have the right to collect from CFX any and all additional or increased costs or charges due to the extent such delay was caused by CFX which impact commencement of construction of the Realignment Project (to the extent such costs impact the Realignment Project Construction Contract Cost beyond the sum available to charge against the Realignment Contingency).

(iv) In the event of failure by CFX to timely pay the CFX Realignment Cost Escrow Amount to the Escrow Agent pursuant to Section 8(f), (aa) the Completion Date shall be extended day for day for each day after October 20, 2026, that CFX has not submitted the CFX Realignment Cost Escrow Amount to the Escrow Agent after the date due, and (bb) Diocese shall have the right to collect

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from CFX any and all additional or increased costs or charges directly due to such delay which impact commencement of construction of the Realignment Project (to the extent such costs impact the Realignment Project Construction Contract Cost beyond the sum available to charge against the Realignment Contingency).

(v) In the event CFX unreasonably objects to a valid and complete draw request by Diocese pursuant to the Realignment Escrow Agreement (aa) the Completion Date shall be extended day for day for each day that the project schedule is delayed due to the failure of CFX to approve or reasonably object to the draw request by the date due, and (bb) Diocese shall have the right to collect from the Escrow Funds any and all additional costs, charges, and damages resulting from such unreasonable objection which are validly payable by Diocese based on the terms of the Realignment Project Construction Contract; provided, however, that to the extent such additional costs, charges, and damages exceed the Approved Project Costs, then CFX shall be responsible for such additional costs, charges, and damages.

(c) Except as set forth in Section 17(a), and in addition to CFX's right to step into the Realignment Project Construction Contract and receive disbursement of Realignment Costs pursuant to the Realignment Escrow Agreement as set forth in Section 9 of this Agreement (if applicable), and except as set forth in Section 17(b), if either Party defaults in the observance or performance of any of its other respective covenants and obligations under this Agreement, then the non-defaulting Party shall be entitled to file an action against the defaulting Party to recover actual costs incurred directly resulting from such default as well as for specific performance to enforce the other Party's obligation. Notwithstanding anything else herein to the contrary, in no event will either Party be liable to the other for any consequential, punitive, or exemplary damages, including but not limited to lost profits, penalties, or costs attributable to other contracts or obligations unrelated to the Realignment Project, and any claim or right to seek or recover any such damages is hereby expressly waived. The provisions of this Section shall survive termination of the Agreement.

18. Notice and Opportunity to Cure. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue written notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to understand the default and determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have ten (10) days from receipt of the notice in which to cure the default. If the default is other than for: (i) the non-payment of money; (ii) the failure to Complete all of the Realignment Project by the Completion Date; or (iii) the Diocese's failure to enter into the approved form of Realignment Project Construction Contract as and when required by Section 4 of this Agreement (which such default stated in this subsection (iii) shall be subject to Section 17(a)), the defaulting Party shall have thirty (30) days from receipt of the notice to cure such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time to cure such default, so long as the defaulting Party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default within a reasonable period of time. If the default has not been cured within the period

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provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion within a reasonable period of time, or in the event the defaulting Party defaults under the same obligation more than two (2) times during the Term of this Agreement, the non-defaulting Party may exercise the rights and remedies described herein.

19. Non-Terminable Agreement. No default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies set forth in this Agreement which any Party may have against the other Party by reason of such defaulting Party's default under this Agreement.

20. Notices. Any notice which must or may be given to Diocese, CFX, or any successor or assign of any of the foregoing, under the provisions of this Agreement, shall be in writing, and shall be deemed to have been given one (1) day after the date deposited in Federal Express or other nationally recognized courier service that guarantees delivery on the following day that is not a legal holiday, or five (5) days after the date deposited in the United States Mail, certified or registered, postage prepaid, or when transmitted by facsimile or e-mail transmission to Diocese or CFX and addressed, with regard to Diocese and CFX, as follows:

If to Diocese:
Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, Florida 32801
Email: sfergerson@orlandodiocese.org

With a copy to:
Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, Florida 32801
Email: abustamante@bakerlaw.com

If to CFX:
Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

With copies to:
Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

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Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Any Party may change its address for notices by serving on the other Party a notice that provides the new address.

21. **Headings**. The headings of the sections of this Agreement are for convenience only and in no way limit or affect the terms or conditions of this Agreement.

22. **Counterparts**. To facilitate execution, this Agreement may be executed in counterparts. It shall not be necessary that the signature on behalf of both of the Parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

23. **Third Parties; Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided however, neither Party may assign or transfer its rights and duties under this Agreement without the other Party's prior written consent, which consent may be granted or withheld in such other Party's sole discretion. The Parties acknowledge that during the construction of the Realignment Project, the Diocese may sell the Diocese East Parcel, in which case, the purchaser of the Diocese East Parcel may assume and perform the Diocese East Parcel Construction.

24. **Written Approval**. Unless otherwise specified in this Agreement, all approvals and consents hereunder must be requested in writing by the Party seeking such approval or consent to the other Party, and all approvals or consents shall not be effective unless in writing. Additionally, the Parties acknowledge and agree that except as otherwise expressly set forth herein, wherever a Party's approval is required hereunder, said approval shall not be unreasonably withheld, conditioned, or delayed.

25. **Non-Waiver**. A failure of a Party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving Party, and only to the extent expressly set forth in such writing.

26. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate entity and no Party shall have the right to act as an agent for the other Party unless expressly authorized to do so herein or by separate instrument signed by the Party to be charged.

Proposed

27. **Entire Agreement; No Further Obligations**. This Agreement and the Exhibits hereto, and the Realignment Escrow Agreement and exhibits thereto, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede any and all prior agreements, commitments, undertakings or understandings among the Parties, whether written or oral, with respect to the subject matter hereof. To be effective, any modification and/or amendment to this Agreement must be in writing and executed by an authorized representative of each of the Parties. To the extent any terms of this Agreement conflict with or contradict terms in the Prospective Action Plan or any other agreement between Diocese and CFX, the terms of this Agreement control.

28. **Applicable Law**. This Agreement shall be executed, construed and enforced in accordance with Florida law, excluding those laws dealing with conflicts of laws. Venue for any dispute between the Parties with regard to this Agreement and the subject matter hereof shall lie only in Orange County, Florida.

29. **Joint Preparation**. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

30. **Jury Waiver**. Each Party hereto, and its successors and/or assigns, hereby voluntarily, intentionally, irrevocably, and forever waive the right it may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this Agreement and the subject matter hereof.

31. **Attorneys' Fees**. In the event of any litigation, arbitration, or other proceeding arising out of or relating to this Agreement, each party shall bear its own attorneys' fees, costs, and expenses, including but not limited to expert witness fees, court costs, and any other litigation-related expenses, regardless of which party prevails.

32. **Severability**. If any clause or provision of this Agreement is deemed by a court of law illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the express intention of the Parties that if any such clause or provision is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a clause or provision as similar in terms to such clause or provision as is possible and still be legal, valid, and enforceable.

33. **Time is of the Essence**. Time is of the essence of each and every obligation of this Agreement.

34. **Estoppel Letters**. Within fifteen (15) business days after written request, each Party, or their respective successors and assigns, agrees to execute a commercially reasonable form of estoppel from time to time as requested by any of the other Party subject to this Agreement stating whether the requesting Party and its property comply with matters set forth in this Agreement, whether any sums are due such Party from the requesting Party, and any other reasonable terms as may be requested by the requesting Party.

35. **Force Majeure**. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of causes beyond

Proposed

the reasonable control of the Party whose performance is delayed, such as weather, acts of God, strikes, lock-outs, labor troubles, inability to procure materials, service or financing, failure of power, restrictive governmental laws or regulations, inability to obtain permits, riots, insurrection, public demonstrations or protests, war, or other reasons of a like nature without limiting the same, then the delayed Party shall deliver prompt written notice of such event to the other Party hereto, and the performance of any such act shall be extended for a period equivalent to the period of such delay.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES CONTAINED ON THE FOLLOWING PAGES.

Proposed

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

WITNESSES:

Print Name: DAVID R DEMIERY

Print Name: Scott Ferguson

"Diocese"

John G. Noonan, as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 4 day of September, 2026, by John G. Noonan, as Bishop of the DIOCESE OF ORLANDO, a corporation sole, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

ROBERTO DIAZ
Commission # HH 527780
Expires September 14, 2028

Proposed

[Diocese's Signature Page to Development and Construction Agreement]

Signed, sealed, and delivered
in the presence of:

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

_____
Print Name:_____

By:_____
Buddy Dyer, Chairman

Date: _____

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

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: Leslie A. Evans
Leslie A. Evans
Right of Way Counsel

Date: 9/18/2026

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[CFX's Signature Page to Development and Construction Agreement]

Proposed

Exhibit "A"
(Legal Description of Diocese Property)

A portion of the Southeast ¼ of Section 32 and a portion of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast ¼ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest ¼ of the Southwest ¼ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast ¼ of the Southeast ¼ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Proposed

Exhibit "B-1"

(Realignment Property – Fee Parcel)
(Legal Description and Sketch of Fee Parcel)

[See attached]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
		RPB	ROAD PLAT BOOK
CHD.	CHORD	P.B.	PLAT BOOK
ESMT	EASEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FJ	FINAL JUDGEMENT		
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

RICHARD D. BROWN LICENSED SURVEYOR No. 5700 STATE OF FLORIDA

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)
(NOT VALID WITHOUT SIGNATURE AND SEAL)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678 DRAWN BY: BHJ	SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION



1"=200'

CLAPP SIMMS DUDA ROAD
60.00' PUBLIC RIGHT OF WAY PER D.B. 558, PG. 541
MAINTAINED R/W PER DOC# 20240210459

SOUTH R/W LINE PER D.B. 558, PG. 541

L4 L5 L6 L3 L7

30.00' CONSTRUCTION AND DRAINAGE EASEMENT PER DOC# 20230654093

SOUTH R/W LINE PER DOC# 20240210459

Proposed

NOT PLATTED

N00°58'20"W 1183.54'

S00°58'20"E 1279.91'

NOT PLATTED

EAST LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E

NARCOOSSEE ROAD
ORANGE COUNTY ROAD 15
MAINTAINED RIGHT OF WAY-WIDTH VARIES
AS SHOWN ON CFX R/W CONTROL SURVEY
PROJECT NO. 534-243 DATED 10/17/2024

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061B PER DOC# 20230491326; DOC# 20230491342; FJ DOC# 20240107102

C1 C2 C3 C4

NT PT PC

15' CITY OF ST. CLOUD EASEMENT PER O.R.B. 8031, PG. 34

EAST R/W LINE

PARCEL
6.18± ACRES

S89°50'58"E
92.80'

POINT OF BEGINNING

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061A PER DOC# 20230491326 (FJ DOC# 20240107102)

L2 L1

SOUTH LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E
N89°50'58"W 1090.51'

TOWNSHIP 24 SOUTH
TOWNSHIP 25 SOUTH

ORANGE COUNTY
OSCEOLA COUNTY

N89°50'58"W
262.51'

32 33
5 4

POINT OF COMMENCEMENT
SE CORNER OF THE SE 1/4 OF SEC. 32, TWP. 24 S, RNG. 31 E

TRACT C
LAKE AJAY VILLAGE
A REPLAT OF TRACT C, LOTS 75, 76, 77 & 78
P.B. 6, PG. 85 (OSCEOLA COUNTY)

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

SKETCH OF DESCRIPTION

Proposed

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

Exhibit "B-2"

(Realignment Property – Stormwater Parcels)
(Legal Description and Sketch of Stormwater Parcels)

[See attached]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
↯	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

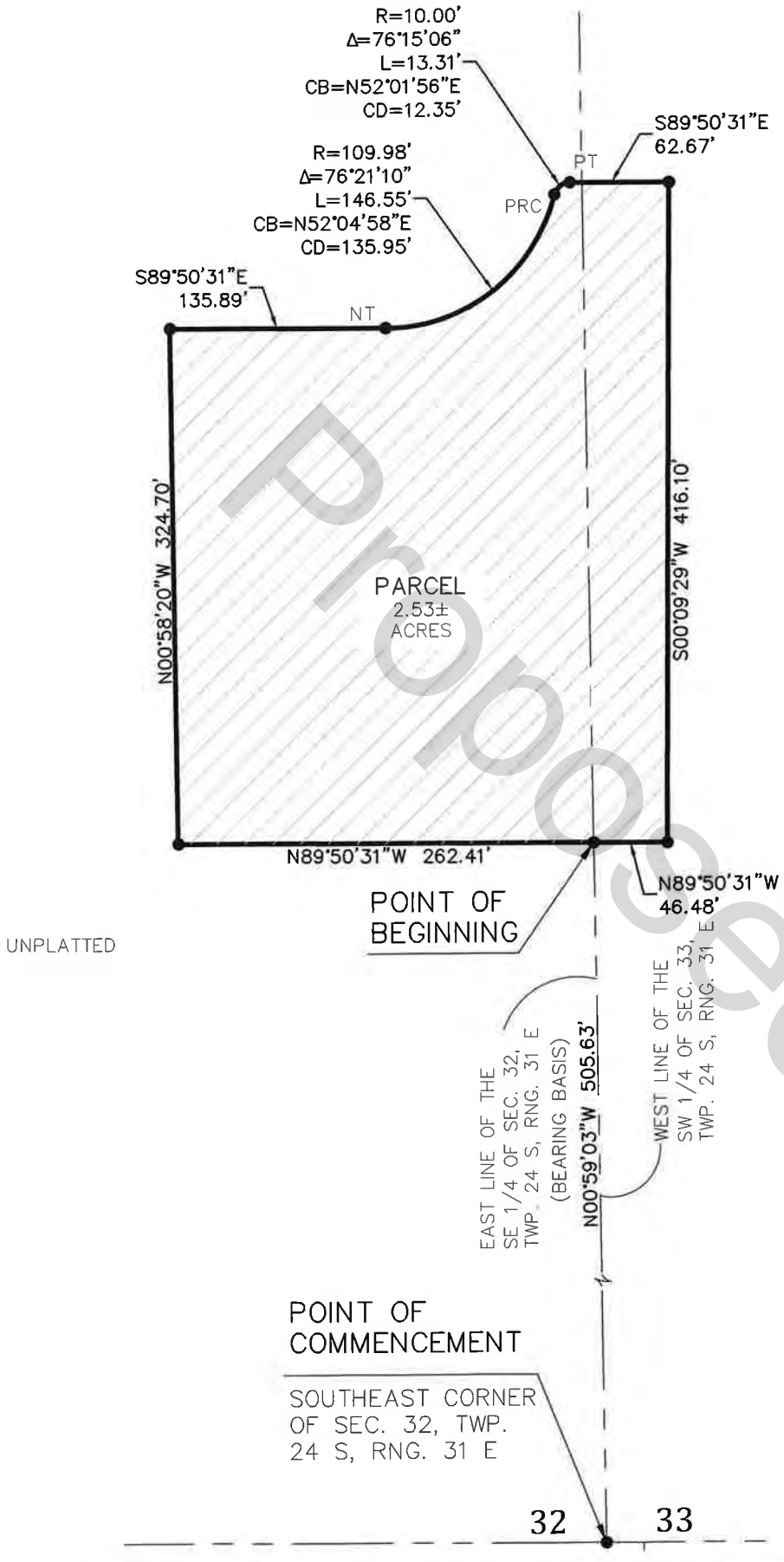
DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32 & 33, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 3	REM. EASEMENTS 4/28/2025
JOB NUMBER: 24-678	REV. LEGAL 7/28/2026

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 07/28/2026 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
↯	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

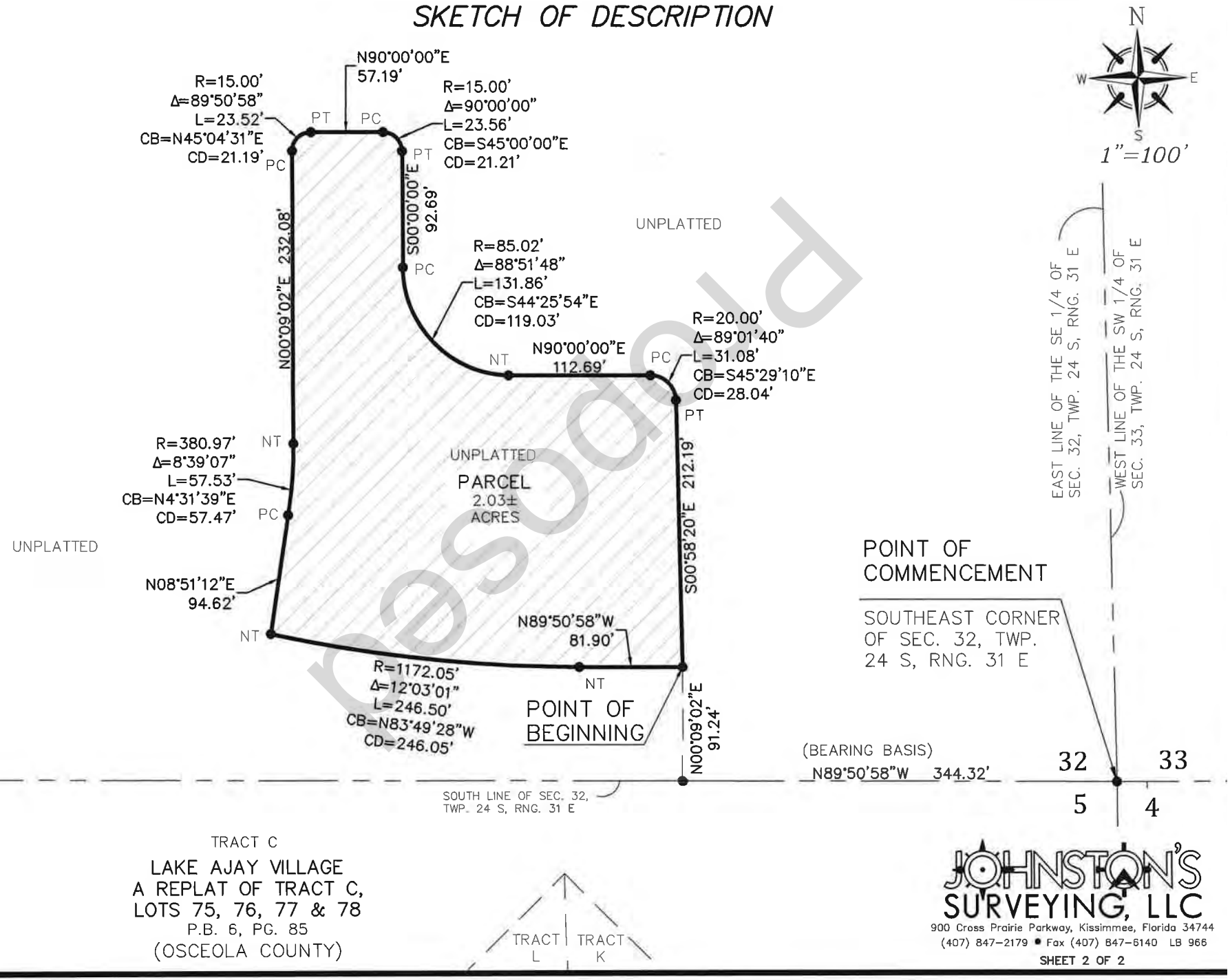
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/02/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



TRACT C

LAKE AJAY VILLAGE
A REPLAT OF TRACT C,
LOTS 75, 76, 77 & 78
P.B. 6, PG. 85
(OSCEOLA COUNTY)

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
↯	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 1	REV. LABEL 5/19/2025
JOB NUMBER: 24-678	

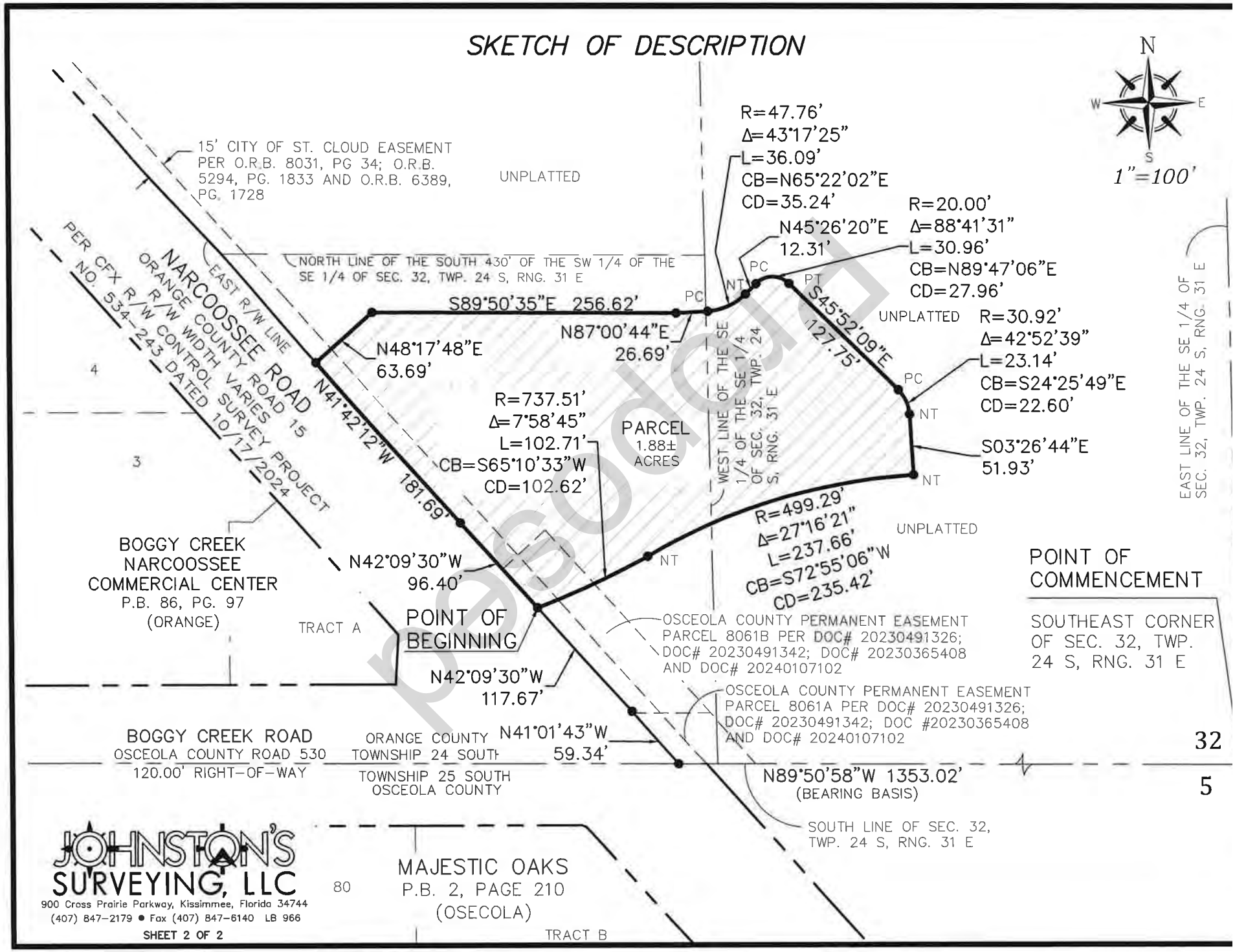
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/20/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

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Exhibit "C"

(Realignment Project Plans)

The current "Realignment Project Plans" are described below and are hereby incorporated into this **Exhibit "C"** of the Development and Construction Agreement by and between Diocese and CFX by this reference:

1. Those certain "Southern Oaks Roadway & Mass Grading Plans" for Parcel ID #s 32-24-31-0000-00-010 & 33-24-31-0000-00-004 prepared by Kimley-Horn and Associates, Inc., known as Engineer's Project No. 149761004, dated June 23, 2026 (Consisting of Sheets: C0.0; S1.0-1.6; C1.0; C2.0, C3.0; C4.0; C5.0-5.2; C6.0-6.6; C7.0-7.4; C8.0-8.8 (including C8.05); C9.0-9.4; C10.0-10.1; and C11.0-11.3)

Proposed

Exhibit "D"

(Realignment Costs)

[See attached]

I. Prepaid Realignment Cost Reimbursement: $1,495,404.63

II. Realignment Project Construction Contract Cost: $7,021,543.93

III. Realignment Construction Anticipated Costs: $169,875.00

IV. Construction Management Fee: Two and One-Half Percent (2.5%) of Item (II) + Item (III): $179,785.47

V. Realignment Contingency: Ten percent (10%) of Item (II) + Item (III) + Item (IV): $737,120.44

VI. Approved Project Costs: Total of Item (I) + Item (II) + Item (III) + Item (IV) + Item (V): $9,603,729.47

The above costs are shown more particularly on the following attached spreadsheet.

Proposed

PROJECT BUDGET

Location	**Southern Oaks**
Project Name:	**Boggy Creek Road Extension**
Date Prepared:	**August 25, 2026**

CATEGORY	INFO	BUDGET	INITIAL DRAW
CIVIL ENGINEERING		$ 413,464.68	$ 413,464.68
SURVEY		$ 44,580.00	$ 44,580.00
GEOTECHNICAL		$ 21,600.00	$ 21,600.00
ENVIRONMENTAL		$ 18,308.78	$ 18,308.78
PROJECT MANAGEMENT		$ 75,000.00	$ 75,000.00
WETLAND MITIGATION		$ 820,951.17	$ 820,951.17
TREE MITIGATION		$ 101,500.00	$ 101,500.00
I - PREPAID REALIGNMENT COST REIMBURSEMENT		**$ 1,495,404.63**	**$ 1,495,404.63**
GENERAL CONDITIONS		$ 307,113.97	$ -
CLEARING/EARTHWORK		$ 1,300,535.51	$ -
DRAINAGE		$ 2,198,652.25	$ -
PAVING		$ 1,595,648.93	$ -
GRASSING		$ 63,658.92	$ -
RETAINING WALL		$ 52,802.30	$ -
STREETLIGHTS		$ 250,000.00	
TRAFFIC SIGNAL		$ 377,103.17	$ -
PERMITS FEES and BOND		$ 283,395.63	
LANDSCAPE / IRRIGATION		$ 592,633.25	$ -
II - REALIGNMENT PROJECT CONSTRUCTION CONTRACT COST		**$ 7,021,543.93**	**$ -**
CONSULTANT CONSTRUCTION ADMIN		$ 149,875.00	
LEGAL		$ 20,000.00	
III - REALIGNMENT PROJECT ANTICIPATED COSTS		**$ 169,875.00**	**$ -**
IV - CONSTRUCTION MGMT FEE	Diocese of Orlando (2.5% of II, AND III)	**$ 179,785.47**	**$ -**
V - REALIGNMENT CONTINGENCY	As Needed (10% of II, III, AND IV)	**$ 737,120.44**	**$ -**
VI - TOTAL PROJECT COST		**$ 9,603,729.47**	**$ 1,495,404.63**

Proposed

Exhibit "E"

(Form of Realignment Construction Escrow Agreement)

[See attached]

Proposed

REALIGNMENT CONSTRUCTION ESCROW AGREEMENT

THIS REALIGNMENT CONSTRUCTION ESCROW AGREEMENT (this "**Agreement**") is made as of the _____ day of _____, 2026 (the "**Effective Date**"), by and among **JOHN G. NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO, A CORPORATION SOLE** ("**Diocese**"), whose post office address is 50 East Robinson Street, Orlando, Florida 32801, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose principal place of business is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**"), and **BAKER & HOSTETLER LLP** ("**Escrow Agent**").

W I T N E S S E T H :

WHEREAS, CFX and Diocese have agreed to the funding and performance of design, permitting and construction of certain site work, mass grading, and infrastructure improvements necessary to relocate and realign a portion of Clapp Simms Duda Road to connect Clapp Simms Duda Road to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, as more particularly described within the terms and conditions of the Development and Construction Agreement entered into by CFX and the Diocese on even date herewith (the "**Development and Construction Agreement**"); and

WHEREAS, pursuant to the Development and Construction Agreement, the Diocese shall be responsible for the administration, management, and Completion (as such term is defined in the Development and Construction Agreement) of the design, permitting, and construction of the Realignment Project (as such term is defined in the Development and Construction Agreement) (the "**Realignment Project Construction**"), in accordance with the Realignment Project Plans (as such term is defined in the Development and Construction Agreement), and CFX shall be responsible for the payment of all Realignment Costs (as such term is defined in the Development and Construction Agreement) of the Realignment Project in accordance with the Development and Construction Agreement; and

WHEREAS, in accordance with the Development and Construction Agreement, CFX will pay the Approved Project Costs (as such term is defined in the Development and Construction Agreement) to be utilized by the Diocese to Complete the Realignment Project, to be deposited by CFX to escrow with Baker & Hostetler LLP (**"Escrow Agent"**), with such funds to be held in trust and disbursed to Diocese, to approved Development Professionals (as such term is defined in the Development and Construction Agreement), and to such other contracting parties by the Escrow Agent in accordance with this Agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth the procedure and requirements for Escrow Agent to facilitate disbursement of the Realignment Costs consistent with the Development and Construction Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto agree as follows:

Proposed

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to it in the Development and Construction Agreement.

2. **Escrow Agent**. CFX and Diocese hereby designate, constitute, and appoint Escrow Agent as the escrow agent under this Agreement to perform the duties of escrow agent as set forth herein, and Escrow Agent hereby accepts such designation and appointment. The parties hereby covenant and agree that in performing its duties under this Escrow Agreement, Escrow Agent shall not incur any liability to CFX or Diocese for any losses, costs, or damages except for any losses, costs, or damages arising out of its willful misconduct, gross negligence, or breach of this Agreement. Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith in accordance with the advice of its counsel given with respect to any questions relating to its duties and responsibilities under this Agreement, or (ii) any action taken or omitted to be taken in reliance upon any joint written documents or written notices presented to Escrow Agent by CFX and Diocese which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and conforms with the provisions of this Escrow Agreement. THE PARTIES HERETO AGREE THAT, EXCEPT FOR THE DISBURSEMENT CONTEMPLATED BY PARAGRAPH 4 OF THIS AGREEMENT, ESCROW AGENT IS NOT AUTHORIZED OR ENTITLED TO MAKE DISBURSEMENT OF ESCROW FUNDS OR ANY PORTION THEREOF WITHOUT THE PRIOR WRITTEN APPROVAL OF CFX AND DIOCESE AS PROVIDED HEREIN. In no event shall Escrow Agent be required to make any calculations or to verify the accuracy of any calculations made by Diocese in requesting a draw or payment in accordance herewith.

3. **Deposit of Funds.**

(a) As security for Diocese's Completion of the Realignment Project in accordance with the Development and Construction Agreement, CFX will, within seven (7) business days following the later of: (i) the Effective Date of this Agreement; (ii) approval by CFX of the Realignment Project Construction Contract; and (iii) its receipt of both the Diocese's current IRS Form W-9 and the Escrow Agent's wire transfer instructions, deliver to and deposit with Escrow Agent the Realignment Costs, representing the full amount of funds to be deposited into and held in escrow in accordance with the terms and conditions of the Development and Construction Agreement and this Agreement ("**Escrow Funds**"). Promptly upon its receipt of the Escrow Funds, Escrow Agent shall confirm the receipt of the Escrow Funds in a writing to both Diocese and CFX. The Escrow Funds shall be held by Escrow Agent in escrow and administered and disbursed pursuant to and strictly in accordance with the terms and conditions of this Agreement. Escrow Agent shall promptly deposit the Escrow Funds in a federally insured interest-bearing account with a national banking association having a branch office in Orlando, Florida.

(b) All interest which shall accrue on the Escrow Funds shall be added to the Realignment Contingency (as such term is defined in the Development and Construction Agreement) and disbursed by Escrow Agent pursuant to the Development and Construction Agreement and this Agreement.

4. **Disbursement of Escrow Funds**. Subject to the provisions of this Paragraph 4, Diocese may request a disbursement of the Escrow Funds up to one (1) time per calendar month, with the final disbursement not to be released until Completion of the Realignment Project and as set forth in this Agreement.

(a) Promptly upon the Effective Date of this Agreement, following Escrow Agent's confirmation of receipt of the Escrow Funds to Diocese and CFX as set forth in Paragraph 3(a), Escrow Agent shall disburse to Diocese:

i. The Prepaid Realignment Cost Reimbursement (as such term is defined in the Development and Construction Agreement); and

ii. An advance in the amount of **Five Hundred Thousand Dollars ($500,000.00)** for initial mobilization of the Realignment Project ("**Mobilization Payment**"). Diocese shall utilize the Mobilization Payment to pay its approved Development Professionals for initial Realignment Project onsite startup costs, including contractor site setup and equipment delivery.

Thereafter, the remaining Escrow Funds shall be disbursed pursuant to the terms of this Paragraph 4.

(b) Upon the full satisfaction of the conditions and contingencies set forth this Agreement for each applicable disbursement, Diocese shall provide written notice to Escrow Agent and CFX (each a "**Disbursement Request**") requesting the release and disbursement of the applicable portion of the Escrow Funds and providing reasonable documentation and materials evidencing the satisfaction of all of the conditions and requirements set forth in this Agreement for each applicable disbursement of the Escrow Funds.

(c) CFX shall not be obligated to review any Disbursement Request for any Escrow Funds beyond the Prepaid Realignment Cost Reimbursement and the Mobilization Payment until thirty (30) days after the date in which Diocese shall have utilized all of the Mobilization Payment for the Realignment Project and delivered notice thereof to CFX in accordance with this Agreement. CFX shall not be obligated to approve any Disbursement Request until after it has reasonably approved Diocese's application of the Mobilization Payment as set forth herein. Once Diocese has drawn down the entirety of the Mobilization Payment, Diocese shall deliver to CFX a written notice (i) including all of the items listed in Paragraph 4(d)(ii)-(iv) below to demonstrate its appropriate utilization of the Mobilization Payment; and (ii) certifying that the entirety of the Mobilization Payment has been used solely as payment to its Design Professionals for construction of the Realignment Project in accordance with the Development and Construction Agreement and pursuant to the invoices contained in Diocese's notice. In the event CFX exercises its Step-In Rights, any unused portion of the Mobilization Payment (including any portion of the Mobilization Payment which was not used for an authorized purpose or supported by sufficient documentation) shall be paid to CFX within fifteen (15) days following CFX's written request to Diocese.

Proposed

(d) Each Disbursement Request, other than the final Disbursement Request, shall include: (i) a written request for disbursement stating the dollar amount of the request and certifying that all the work described in the included draw request has been performed and that all requested disbursed funds will be used solely for construction of the Realignment Project in accordance with the Development and Construction Agreement and that all prior disbursed funds have been paid pursuant to the invoices previously delivered to and approved by CFX, and; (ii) copies of the itemized draw request provided to Diocese by the Contractor, Design Professionals, and such other contracting parties receiving payment, complying with the draw provisions specified in the Realignment Project Construction Contract and satisfactorily describing in detail the labor, services, or materials furnished in connection with the Realignment Project; (iii) a sworn statement or statement of accounts from the contractor listing major material suppliers and subcontractors, the total amounts of their contracts, and the percentage of completion estimated at the time of billing; and (iv) executed lien waivers (conditional, if applicable) from the general contractor, subcontractors, suppliers, and vendors covering all Realignment Project work and materials furnished to date, which waivers shall be materially in conformance with Section 713.20, Florida Statutes; and (v) a Certificate for Payment issued by the Realignment Project Engineer, certifying that the work has been completed in accordance with the Realignment Project Plans.

(e) The final Disbursement Request shall include: (i) a written request for disbursement stating the dollar amount of the request and certifying that all the work described in the included draw request has been performed, and a certification from the contractor confirming that all disbursed funds will be used solely for construction of the Realignment Project in accordance with the Development and Construction Agreement and that all prior disbursed funds have been paid pursuant to the invoices previously delivered to and approved by CFX; (ii) copies of the itemized draw request provided to Diocese by the Contractor, Design Professionals, and such other contracting parties receiving payment, complying with the draw provisions specified in the Realignment Project Construction Contract and satisfactorily describing in detail the labor, services, or materials furnished in connection with the Realignment Project and specifying the amounts applicable to such labor, services, or materials; (iii) a contractor's sworn statement or statement of accounts listing major material suppliers and subcontractors, the total amounts of their contracts, and the percentage of completion estimated at the time of billing; (iv) a final payment affidavit by the contractor for the Realignment Project stating that all lienors have been paid in full, or listing the names and outstanding amounts owed to any such lienors who have not been paid in full; (v) a Certificate for Payment issued by the Realignment Project Engineer, certifying that the work has been completed in accordance with the Realignment Project Plans; (vi) a final waiver and release of lien from the contractor and all subcontractors and material suppliers materially in conformance with Section 713.20(5), Florida Statutes; (vii) written proof of any surety's consent to final payment; and (viii) copies of the final "as-built" drawings and specifications, together with all applicable subcontractor, supplier, and vendor warranties.

(f) Within ten (10) business days after receipt by CFX of the valid and complete Disbursement Request as required by this Section 4, CFX shall provide written notice to Escrow Agent and to Diocese either approving the disbursement of the Escrow Funds or objecting (in reasonable detail) to the disbursement. If CFX does not object to the disbursement within such ten (10) business day period or if CFX approves the disbursement, Escrow Agent shall thereafter promptly disburse the approved portion of the Disbursement Request to Diocese. If Diocese

Proof

provides a valid and complete Disbursement Request as required by this Section 4, CFX's objection to a Disbursement Request (or portion thereof) shall state a reasonable basis for the objection, relative to the terms and payment requirements of the Realignment Project Construction Contract. If CFX objects to the disbursement of the Escrow Funds (or a portion thereof), Diocese agrees to promptly supply CFX with any materials or information reasonably requested by CFX, and Diocese and CFX agree to work in good faith with respect to any objection and/or dispute with respect to the Disbursement Request. In no event shall Escrow Agent be authorized or entitled to make disbursement of the Escrow Funds (or any portion thereof) to Diocese without the approval of such disbursement by CFX as prescribed herein.

(g) Realignment Contingency funds shall not be disbursed until after all other Approved Project Costs have been authorized for disbursement.

(h) If there are any Escrow Funds remaining after the Completion and the final disbursement to Diocese under Paragraph 4(e) as approved by CFX, CFX may provide written notice to Escrow Agent and to Diocese requesting the disbursement of the remaining Escrow Funds to CFX. If Diocese does not object to the disbursement to CFX within ten (10) business days after notice from CFX, Escrow Agent shall thereafter promptly disburse the remaining Escrow Funds to CFX in accordance with CFX's disbursement instructions provided to Escrow Agent. If Diocese objects to the disbursement of the remaining Escrow Funds, Diocese shall express in writing in reasonable detail the basis for its objection, and CFX and Diocese agree to work in good faith with respect to any objection and/or dispute with respect to the release of the remaining Escrow Funds. If there are any Escrow Funds remaining after the date that is one (1) year after the Completion, and there has been no agreement regarding such Escrow Funds between CFX and Diocese, Escrow Agent shall then pay the remaining Escrow Funds to CFX.

5. **Indemnity.** CFX, to the extent permitted by law, without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and as limited to the statutory caps therein, and Diocese hereby agree to indemnify and hold harmless Escrow Agent against any and all reasonable losses, claims, damages, liabilities and expenses including, without limitation, reasonable attorneys' fees, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, provided that such losses, claims, damages, liabilities and expenses were not incurred by Escrow Agent as a result of or due to its willful misconduct, gross negligence, or default under this Agreement.

6. **Step-In-Rights**. In accordance with Section 9 of the Development and Construction Agreement, if (i) the Diocese fails to achieve Completion by the Completion Date; or (ii) if CFX in its sole discretion anticipates that Diocese is likely to fail to achieve Completion by the Completion Date, then CFX may elect to assume responsibility for the construction of the Realignment Project (the "**Step-In-Rights**") by providing prior written notice as set forth in the Development and Construction Agreement to the other parties, with a copy to Escrow Agent, of such election ("**Notice of Noncompliance**") and receive the draws of the Escrow Funds in accordance with the terms hereof as if such Realignment Project was performed by the Diocese.

Proposed

7. **Disputes**.

(a) Escrow Agent shall have no obligation to resolve any dispute or to make any distribution of the Escrow Funds:

i. In any dispute concerning the distribution of all or any portion of the Escrow Funds;

ii. In any disagreement among the Parties regarding interpretation of this Agreement, the Parties' respective rights or obligations, or the propriety of any action by Escrow Agent; and/or

iii. If the Escrow Agent, acting in good faith, has doubts as to the action to be taken under this Agreement.

(b) In such circumstances, Escrow Agent shall either:

i. Act upon a Mutual Directive (as defined in Paragraph 8 below) that resolves such dispute or disagreement; or

ii. Commence an action in interpleader and deposit all or any portion of the Escrow Funds with a court of competent jurisdiction in Orange County, Florida, after which the Escrow Agent shall be discharged from any further duty or obligation with respect to the funds so deposited.

8. **Interpleader**. Subject to the terms hereof, in the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction in Orange County, Florida, all the Escrow Funds (and accrued interest), together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Escrow Agreement. Any such legal action shall be brought in such court in Orange County, Florida, as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent shall deliver at least thirty (30) calendar days' prior written notice to CFX and Diocese of its intent to commence interpleader, identifying (i) the disputed matter; (ii) the amount of disputed Escrow Funds it intends to deposit into the registry or custody of the court; and (iii) its intended filing date. During that thirty (30) calendar day notice period only, the Escrow Agent may suspend distributions or other actions related to the disputed matter while seeking a written directive executed by duly authorized representatives of CFX and Diocese that resolves such dispute or disagreement ("**Mutual Directive**"). If the Escrow Agent has not received a Mutual Directive resolving such dispute or disagreement by the end of the thirty (30) calendar day notice period, the Escrow Agent shall promptly file interpleader as described in this Paragraph 8.

9. **Enforcement by Specific Performance**. In addition to all remedies available at law or in equity for enforcement of this Agreement, the Parties expressly agree they may enforce this agreement by specific performance.

Progress

10. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service or by electronic transmission, when actually received or refused, and shall be addressed as follows:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

Escrow Agent: Baker & Hostetler LLP
200 S. Orange Avenue
Suite 2300
Orlando, FL 32801
Attn: Alberto S. Bustamante III, Esq.
Phone: (407) 649-4000
Email: abustamante@bakerlaw.com

Proposed

11. **Assignment**. The rights and duties of the parties under this Agreement are personal to the parties named in the first paragraph of this Agreement and are not assignable except as expressly set forth herein or without the express prior written consent of the other parties to this Agreement made with reference to this Paragraph 7. Any attempted assignment without such prior written consent shall be void and of no force or effect. Diocese's rights and duties in this Agreement are subject to CFX's Step in Rights pursuant to the Development and Construction Agreement and shall be automatically assigned to CFX upon CFX's election of its Step in Rights without further action or consent by Diocese or Escrow Agent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

12. **No Third Party Beneficiary**. This Agreement and all rights, remedies, and benefits created hereby, are for the sole benefit of the parties identified in and that have executed this, and their respective permitted successors and assigns, and is not for the benefit of any third party. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties has any right to enforce any term of this Agreement.

13. **Section and Paragraph Headings**. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. **Choice of Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall lie exclusively in Orange County, Florida.

15. **Multiple Counterparts**. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties hereto agree that this Agreement may be executed electronically and delivered electronically to the other parties and that such executed copy shall be binding and enforceable as an original.

16. **Amendment; Entire Agreement**. This Agreement may be amended only by a written instrument executed by duly authorized representatives of each of Diocese, CFX, and Escrow Agent. No modification or amendment shall be effective by implication, course of performance, or course of dealing. This Agreement and the documents referenced herein constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied.

17. **Time of Essence**. Time is of the essence of this Agreement.

18. **Time**. Time shall be calculated in the Agreement as follows:

(a) All references to time are to United States Eastern Time (Orlando, Florida).

(b) When "**business day**" is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, and any day the State of Florida or CFX treats as a work holiday for employees, including any day declared a work holiday for state employees by the

Proposed

Governor of the State of Florida. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When "**calendar day**" is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

(c) To avoid ambiguity, if the word "**day**" or "**days**" are not modified by either "**business**" or "**calendar**", they shall be read as calendar day and calendar days respectively. When used in the plural, "**calendar days**" or "**business days**" shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

19. **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provisions or by its severance from this Agreement.

20. **Attorney's Fees**. Each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, drafting, execution, administration, performance, enforcement, or interpretation of this Agreement, and in any claim, action, proceeding, or dispute arising out of or related to this Agreement, whether at trial, on appeal, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute resolution forum. No prevailing-party entitlement to attorneys' fees or costs shall arise under or with respect to this Agreement. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim.

21. **Jury Trial Waiver**. To the fullest extent permitted by law, Diocese, CFX, and Escrow Agent each knowingly, voluntarily, and intelligently waive any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort, statute, or any other theory. Each such party acknowledges that it is entering into this Agreement in part in reliance on this waiver.

22. **Sovereign Immunity; Liability**. CFX is an agency of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by CFX, or an expansion of any applicable statutory waiver of immunity. Other than CFX's express payment obligations properly due and payable under this Agreement, CFX's liability under or related to this Agreement shall not exceed the dollar amounts set forth as the limits per claim and

Proposed

per occurrence in Section 768.28, Florida Statutes, which amounts are hereby agreed to apply as a contractual limitation on all claims against CFX regardless of the legal or equitable theory asserted. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

23. **Waiver**. No modification or amendment shall be effective by implication, course of performance, or course of dealing. No delay or failure by any Party to exercise any right or remedy upon any breach of this Agreement shall impair or constitute a waiver of such right or remedy, nor shall any such delay or failure preclude the exercise thereof at any time. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

24. **Number and Gender**. Whenever the context so requires, references herein to the singular number shall include the plural, and likewise the plural shall include the singular; words noting gender shall be construed to include the masculine, feminine and neuter, where appropriate. If any party to this Agreement consists of more than one person or entity, the obligations of each person or entity constituting a party hereunder shall be joint and several.

25. **Construction**. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

[*This Space Intentionally Left Blank*]

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IN WITNESS WHEREOF, this Escrow Agreement has been duly executed by the parties hereto the day and year first above written.

"Diocese"

DIOCESE OF ORLANDO

[FORM OF AGREEMENT – DO NOT SIGN]
John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole

Date: _____

Proposed

[Diocese Signature Page to Realignment Escrow Agreement]

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [FORM OF AGREEMENT – DO NOT SIGN]
Buddy Dyer, Chairman

Date: _____

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

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans,
Right of Way Counsel
Date: _____

Proposed

[CFX Signature Page to Realignment Escrow Agreement]

ESCROW AGENT:

BAKER & HOSTETLER LLP

By: _____

Name: _____

Title: _____

Date: _____

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[Escrow Agent Signature Page to Realignment Escrow Agreement]

Exhibit "F"

(Purchase and Sale Agreement)

[See attached]

Proposed

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 534-243; Parcel 534-275)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO A CORPORATION SOLE**, whose address is 50 East Robinson Street, Orlando, Florida 32801 ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Purchaser**").

W I T N E S S E T H :

WHEREAS, Purchaser plans to construct a certain linear facility comprised of a new limited access public transportation corridor known as SR 534 (formerly known as the Osceola Parkway Extension) ("**CFX Project**"), which includes the proposed closure of the intersection of Clapp Simms Duda Road and Narcoossee Road in Orlando, Orange County, Florida ("**Existing Intersection**");

WHEREAS, Clapp Simms Duda Road is a public road in Orange County, Florida ("**Orange County**") which contains certain public utilities and other improvements providing access and utilities to properties east of the Existing Intersection;

WHEREAS, Seller owns that certain real property located on and contiguous to Clapp Simms Duda Road and Narcoossee Road located in Orange County, Florida and consisting of Orange County Parcel Identification Numbers: (i) 32-24-31-0000-00-010; and (ii) 33-24-31-0000-00-004, as more specifically identified on attached **Exhibit "A"** ("**Diocese Property**");

WHEREAS, as a result of the anticipated closure of the Existing Intersection, Purchaser has determined that it will be necessary to relocate and realign a portion of Clapp Simms Duda Road through a portion of the Diocese Property, to connect Clapp Simms Duda Road to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, such work constituting the Realignment Project as such term is defined and more particularly described in the Development and Construction Agreement entered into between Purchaser and Seller on even date herewith (the "**Development and Construction Agreement**")(such road, the "**Realignment**");

WHEREAS, Seller's master plan for proposed uses of the Diocese Property, which include, without limitation, a Catholic Church, parochial K-8 school and multi-family residential was approved by the City of Orlando Development Review Committee in Case Number MPL2021-10042 ("**Diocese Master Plan**");

WHEREAS, Purchaser and Seller have, under separate contractual instrument, agreed to the funding and performance of design, permitting and construction on the Diocese Property of certain site work, mass grading and infrastructure improvements to effect the Realignment;

WHEREAS, as additional consideration for the Seller performing the Realignment Project (as such term is defined in the Development and Construction Agreement), Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, (i) fee simple title to a 6.18 +/- acres

Proposed

portion of the Diocese Property as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Fee Parcel**") and (ii) a non-exclusive drainage easement for stormwater retention associated with the Realignment over those certain portions of the Diocese Property as more particularly described on "**Exhibit C**" attached hereto and incorporated herein by this reference (collectively, the "**Stormwater Parcels**") (together, the Fee Parcel and Stormwater Parcels constitute the "**Realignment Property**") for the price and on such terms as more particularly set forth herein;

WHEREAS, Seller desires to sell and convey the Realignment Property to Purchaser, and Purchaser desires to acquire from Seller the Realignment Property for public right of way and associated retention capacity purposes, in accordance with the terms and conditions set forth herein.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell**. Seller agrees to grant, sell, and convey to Purchaser and Purchaser agrees to purchase and accept from Seller the Realignment Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Fee Parcel**. For purposes of this Agreement, the Fee Parcel shall also include all of Seller's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, roads, structures and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Fee Parcel which Purchaser approves, but only to the extent applicable to the right-of-way area constituting the Fee Parcel, and (iv) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Fee Parcel, and (v) all riparian and other water rights relating to such property consistent with the Realignment Project, as defined in the Development and Construction Agreement. Seller further agrees to transfer, assign, and convey to Purchaser at Closing, at no additional cost or expense to Purchaser, all of Seller's right, title, and interest, if any, in any permits, authorizations, governmental approvals, entitlements, third-party approvals, and any other similar entitlements or development rights relating to the realigned road and applicable to the Fee Parcel, but only to the extent applicable to the Fee Parcel.

4. **The Stormwater Parcels**. The Stormwater Parcels shall include all rights and terms outlined in the drainage easement to be executed by the Purchaser and Seller at Closing substantially on such terms and in the form attached hereto as **Exhibit "D"** ("**Stormwater Drainage Easement**") and incorporated herein by this reference, or as may be modified in writing by mutual agreement of Seller and Purchaser (or Purchaser's designated assignee). The Stormwater Drainage Easement is a non-exclusive joint stormwater retention agreement that will

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contain all the stormwater retention capacity necessary for the realigned road consistent with the Realignment Project, together with additional capacity for the Diocese Property, as consistent with the Master Plan. The Seller and its successors or assigns will retain fee ownership of the real property underlying the Stormwater Parcels and have the responsibility for maintaining the retention ponds to be constructed upon it. Such maintenance obligations may be assigned by the Seller to a third party which shall assume and perform the required maintenance as set forth in the Stormwater Drainage Easement.

5. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Realignment Property shall be **Seven Million Nine Hundred Fifteen Thousand One Hundred Ninety-Nine and 90/100 Dollars ($7,915,199.90)** ("**Purchase Price**"). The Purchase Price is inclusive of Seller's appraiser, attorneys', and professional consultants' fees and costs utilized in furtherance of the Realignment Property acquisition, the Realignment, and the right-of-way acquisition ("**Diocese Sale Cost Reimbursements**"). The Purchase Price shall be paid to the Seller by Purchaser as follows:

(i) A deposit in the amount of **Seven Million Seven Hundred Sixteen Thousand Two Hundred and NO/100 Dollars ($7,716,200.00)** shall be paid by wire transfer to Closing Agent within seven (7) business days after the later to occur of, a) the Effective Date of this Purchase and Sale Agreement, b) delivery by the Seller of wire transfer instructions to Purchaser, and c) a current W-9 for the Seller; and released to Seller upon Closing Agent's receipt thereof; and

(ii) The remainder of the Purchase Price, subject to applicable credits and debits as more particularly set forth herein, shall be paid by wire transfer from Purchaser to Closing Agent at the Closing of the conveyances of the Fee Parcels and Stormwater Parcels.

6. Survey and Title Matters.

(a) Survey. Unless otherwise waived by Purchaser in writing, Seller shall, at Purchaser's expense, cause a boundary survey (the "**Survey**") to be prepared of the Realignment Property within sixty (60) calendar days after the Effective Date. The Survey shall be prepared by a registered surveyor licensed in the State of Florida (the "**Surveyor**"). The Survey, as it may be updated: (i) shall be currently dated; (ii) shall contain metes and bounds legal descriptions of the Fee Parcel and the Stormwater Parcels; (iii) shall show, among other things, the location of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify any improvements, easements, encumbrances and encroachments, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Fee Parcel and Stormwater Parcels; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below) and Title Agent (as defined below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey. Any matters revealed by the Survey to which Purchaser objects pursuant to the provisions of subsection 6(c) below shall be considered title objections and treated pursuant to the provisions of subsection 6(c) below.

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(b) Title Insurance. Attached hereto as **Exhibit "E"** and incorporated herein by reference is a title commitment of the Realignment Property, bearing Commitment Number 26081859 WP and dated effective July 13, 2026 at 8:00am ("**Commitment Date**") naming Purchaser as proposed insured (the "**Title Commitment**"), as prepared by Old Republic National Title Insurance Company (the "**Title Company**"), issued by Baker Hostetler (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Realignment Property as of the Commitment Date together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Fee Parcel and Stormwater Parcels (as applicable) which would appear in an owner's policy of title insurance if issued (the "**Title Policy**"). The Title Commitment has been initially based on the legal description of the Realignment Property as set forth in the sketches and legal descriptions of the Fee Parcel and the Stormwater Parcel, as shown in **Exhibits B and C**, respectively. Upon its receipt of the Survey, Seller shall cause the Title Company to update the Title Commitment based on the Survey ("**Updated Title Commitment**"), whereupon Purchaser shall have the rights set forth in subsection 6(c) below with respect to any new matters contained on any Updated Title Commitment or endorsement of the Title Commitment arising after the Commitment Date, including any updates based on an updated Survey. Of the title matters on the current Title Commitment, Purchaser hereby notifies seller of its objections to Title Commitment Exception Numbers 11, 13, and 17 and will provide detailed objections to such matters in writing within ten (10) business days following the Effective Date of this Agreement, along with Exception Numbers 1-7 which Purchaser requires to be deleted, removed, or otherwise satisfied at or prior to Closing (each a "**Current Objection**" and collectively, the "**Current Objections**"). Unless expressly waived in writing by Purchaser, if Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Current Objection by the expiration of the Seller's Cure Period (as defined below), then as Purchaser's sole and exclusive remedy, Purchaser shall have the right to accept title subject to such Current Objection(s) and recover from Seller the sum of $200,000.00 for each uncured Current Objection(s) as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. At Closing, Purchaser (or Purchaser's designated assignee) shall be issued an Owners Title Insurance Policy for the Realignment Property by Title Agent. All costs for the Title Commitment, any endorsements, search fees, and the owner's Title Policy premium shall be paid by Purchaser.

(c) Title and Survey Objection. Within thirty (30) days after its receipt of the last of the Survey and the Updated Title Commitment, and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is ten (10) business days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Survey or new matters in the Updated Title Commitment (other than the Current Objections) which are unacceptable to Purchaser ("**Objection Notice**"), which matters shall be referred to herein as "**Title Defects**". Any matters set forth in Schedule B, Part II of the Title Commitment to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". On or before fifteen (15) days following Seller's receipt of the Objection Notice, if any, Seller shall notify Purchaser

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in writing of any matters set forth in the Objection Notice which Seller intends to cure. Seller's failure to timely deliver the foregoing notice shall be deemed Seller's election not to cure any of the matters set forth in the Objection Notice. If Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Purchaser's objections within thirty (30) days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of $200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. The Seller and Purchaser shall cooperate with Title Agent to facilitate the satisfaction of all Schedule B, Part I requirements set forth in the Title Commitment and at Closing Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, without limitation, and regardless of whether or not stated in Purchaser's Objection Notice, if any, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Realignment Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Fee Parcel from, any financial obligation related to a property owner's association and any declarations, covenants, and restrictions.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 6 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser; (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's Title Policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Realignment Property or any portion thereof (except those expressly called for in this Agreement; provided, however, that any mortgage, lien, or similar encumbrance related to the Realignment

Project remaining as of the Closing Date shall be paid, satisfied, terminated, or otherwise released at or before Closing at Seller's sole expense) other than those of record as of the Commitment Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements, and agreements through the date of Closing hereunder. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B, Part I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B, Part II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than Fifty Thousand Dollars ($50,000.00) or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Realignment Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller and Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of $200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages.

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7. **Inspection Rights**.

(a) Purchaser hereby waives any "free-look" inspection period but does not waive any rights to inspect the Realignment Property during the Term. At all times before Closing, upon reasonable prior notice to Seller, Purchaser may, in Purchaser's sole discretion and at Purchaser's expense, perform any and all additional Inspections (as more particularly defined below) that Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Realignment Property tested, surveyed, and inspected to determine if the Realignment Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants, or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Realignment Property tested, surveyed, and inspected to determine if the Realignment Property contains any endangered or threatened species of animal life or endangered, threatened, or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department, or commission would disallow the use of the Realignment Property intended by Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical feasibility of developing the Realignment Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, rules, and regulations affecting the Realignment Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

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

(b) Access to Realignment Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Realignment Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Realignment Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Realignment Property and that the Realignment Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 7, and not unreasonably interfere with the Realignment Project. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section

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768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights under this Section 7, including, without limitation, any damage to the Realignment Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Realignment Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Realignment Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

8. **Conditions Precedent to Purchaser's Obligation to Close**. Purchaser's obligation to purchase the Realignment Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Purchaser's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Seller shall have delivered to escrow with Closing Agent for the benefit of Purchaser a statutory warranty deed duly executed and acknowledged conveying marketable fee simple title to the Fee Parcel and the duly executed and acknowledged Stormwater Drainage Easement constituting the Stormwater Parcels to Purchaser (or Purchaser's designated assignee) free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Either the Seller has achieved Completion of the Realignment Project as set forth in the Development and Construction Agreement; or the Seller has received Purchaser's written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement;

(c) Purchaser shall have approved the status of title to the Realignment Property in accordance with Section 6 and Title Company shall be in a position to issue the Owner's Title Policy on the Realignment Property to Purchaser (or Purchaser's designated assignee) in the full amount of the mutually agreed value of the Fee Parcel and Stormwater Parcels, with all Schedule B, Part I requirements met;

(d) Seller and Purchaser shall have executed such documents as are reasonably required by Seller and Purchaser or their corresponding counsel and Title Agent to properly consummate the Closing;

(e) The representations, warranties, and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects and Seller shall sign a certificate to that effect at Closing;

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(f) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing;

(g) The Realignment Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident, or other materially adverse event that would prevent or prohibit Purchaser's intended use or development;

(h) The Realignment Property shall not have been subjected to or made a part of a homeowners or other property owners association and shall otherwise be exempt from any assessments levied under any declaration or other instrument affecting the Realignment Property; and

(i) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Purchaser's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

9. **Conditions Precedent to Seller's Obligation to Close**. Seller's obligation to sell the Realignment Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Seller's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Purchaser shall have obtained all necessary consents, board approval and acknowledgements authorizing Purchaser's performance pursuant to this Agreement and the Development and Construction Agreement and to execution of all documents as are reasonably required by Seller, Closing Agent and Title Company to properly consummate the Closing.

(b) Purchaser shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing.

(c) Purchaser shall have delivered to Closing Agent the remaining balance of the full Purchase Price and costs to be paid by Purchaser at Closing, subject to credits and debits as set forth herein.

(d) The representations, warranties, and covenants of Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects and Purchaser shall sign a certificate to that effect at Closing.

(e) Purchaser shall have executed an Assignment and Direction of Title, in the event that Purchaser has elected to direct the conveyance of the Realignment Property to an assignee.

(f) Seller may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Seller's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Purchaser.

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10. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing of the conveyances set forth in this Agreement (the "**Closing**") shall occur on the date which is thirty (30) days following the earlier of: (i) Completion of the Realignment Project as set forth in the Development and Construction Agreement ; or (ii) the date of Seller's receipt of Purchaser's written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement; or on such other date as may be agreed in writing by Seller and Purchaser. ("**Closing Date**"). The Closing shall occur at the offices of Baker & Hostetler LLP ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Parties acknowledge and agree that Purchaser's obligation to close on the Closing Date, is additionally conditioned on Seller's delivery of the mutually agreed final closing statement, executed by Seller, to Purchaser no later than five (5) business days before such Closing Date, so that Purchaser can deliver the balance of the Purchase Price and its allocated costs to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on such Closing Date; and (ii) the Closing Date shall be automatically extended to the date that is five (5) business days after Seller has delivered such closing statement to Purchaser or other date mutually agreed by the Parties.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Closing Agent the statutory warranty deed conveying fee simple marketable record title to Purchaser (or Purchaser's designated assignee) for the Fee Parcel, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). Seller shall also execute and deliver to Closing Agent the Stormwater Drainage Easements upon the Stormwater Parcels to Purchaser (or Purchaser's designated assignee), free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, lien, or other encumbrance encumbers the Realignment Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser's election, be satisfied and paid with the balance of the Purchase Price, and if the balance of the Purchase Price is insufficient to satisfy all such mortgages, liens, and other encumbrances, then the differential shall be paid by Seller to Closing Agent by the Closing, and such mortgages, liens, and other encumbrances shall be satisfied and paid with such sums paid by Seller. Seller and Purchaser agree that such affidavits, documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time. The Closing Agent shall immediately record the Deed for the Fee Parcel and the Stormwater Drainage Easements upon the Stormwater Parcels in the public records of Orange County, Florida as of Closing. Prior to such recording, Title Agent shall deliver a

Property Information Report, evidencing that the Realignment Property, as described in the legal description of the Fee Parcel and Stormwater Parcel remains unchanged from the Title Commitment and includes no additional matters of record or encumbrances.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Realignment Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "F"** attached hereto and incorporated herein by this reference ("**Disclosure Affidavit**"). Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes, and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Fee Parcel shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees, and charges due for the Fee Parcel as of the Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share, as of the Closing Date, of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Fee Parcel. Delivery of such tax payment to Orange County along with a copy of the Deed and a request to Orange County Tax Collector to remove the Fee Parcel from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Fee Parcel are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash or other immediately available funds to the other party.

(e) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Realignment Property, in full on or before the Closing Date.

(f) Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Realignment Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy issued by Title Agent, (iii) the cost of recording the Deed, and (iv) one half (1/2) of the closing fee. Notwithstanding, the Seller shall pay for the preparation and recordation of any instruments necessary to correct title. The Closing Agent shall prepare, as a part of the closing fee, all Closing documents. Other than the aforementioned document preparation costs, and Purchaser's reimbursement to Seller of attorney's fees and professional consultants as otherwise set forth herein above as part of the Purchase Price, each party shall pay its own attorneys' fees, expert fees, and costs.

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11. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Realignment Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Realignment Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental, or other occupancy agreements affecting the Realignment Property.

(b) There will be no tenant(s) remaining on the Realignment Property or asserting a right to possession of the Realignment Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Realignment Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding, other than from Purchaser and/or as set forth in the Realignment Plans.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Realignment Property or any portion or portions thereof or relating to or arising out of the ownership of the Realignment Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a Corporation Sole organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida; Seller has taken all the necessary action under its governing rules and the individual(s) executing this Agreement has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Realignment Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Realignment Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Realignment Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the

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Realignment Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Realignment Property, and no governmental authority has imposed any requirement that any developer of the Realignment Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Realignment Property or any part thereof. The provisions of this subsection (g) shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Realignment Property nor beneath the surface of the Realignment Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances and Seller has not received any written notice that the Realignment Property or beneath the surface of the Realignment Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances. To the best of Seller's knowledge, the Realignment Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Realignment Property. Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Hazardous Substances on the Realignment Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Realignment Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Realignment Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Realignment Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Realignment Property or other residents of the area.

(j) No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Realignment Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Seller.

(l) Seller is a United States resident or organization, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Realignment Property under Section 1445(a) of the Internal Revenue Code.

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(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) In the event that changes occur as to any of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 11, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller. In addition to the remedies of Purchaser as otherwise set forth in this Agreement, notwithstanding anything in this Agreement to the contrary, Seller shall indemnify, defend, and hold harmless Purchaser and its successors and assigns from and against any and all damages, liabilities, losses, claims, demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Seller in this Agreement. The indemnification obligations of this Section 11 shall survive Closing or the earlier termination of this Agreement.

12. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Realignment Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) In the event that changes occur as to any of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 12, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser. In addition to the remedies of Seller as otherwise set forth in this Agreement, to the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, notwithstanding anything in this Agreement to the contrary, Purchaser shall indemnify, defend, and hold harmless Seller from and against any and all damages, liabilities, losses, claims,

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demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Purchaser in this Agreement. The indemnification obligations of this Section 12 shall survive Closing or the earlier termination of this Agreement.

13. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until the Closing, Seller will keep and maintain all of the Realignment Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Realignment Property or its use. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon except as expressly authorized by Purchaser.

(b) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Realignment Property against loss from damage or destruction.

(c) At Closing, Seller will deliver full and exclusive possession of the Fee Parcel to Purchaser (or Purchaser's designated assignee) and its successors and assigns.

(d) At Closing, Seller shall transfer, assign, and convey to Purchaser (or Purchaser's designated assignee) and its successors and assigns the Stormwater Drainage Easement.

(e) From and after the Effective Date, Seller shall not: (i) offer to sell the Fee Parcel, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Fee Parcel; or (ii) transfer, lease, or convey any of the Realignment Property or enter into any agreement to transfer, lease, or convey any of the Realignment Property, unless to Purchaser.

(a) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Fee Parcel.

(b) Except as may be requested by Purchaser or required in furtherance of the Diocese Master Plan, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Realignment Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Realignment Property.

(c) Seller shall take such other reasonable actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing.

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14. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other reasonable actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

15. Defaults.

(a) Pre-Closing Default by Seller. Except where another remedy is otherwise expressly provided in this Agreement, in the event, prior to Closing, and beyond any applicable grace or cure period, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to enforce specific performance of this Agreement against Purchaser. Seller hereby waives all other remedies.

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Notice of Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 p.m. two (2) business days prior to the Closing Date. If

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the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 15 shall expressly survive Closing.

16. Risk of Loss; Condemnation. Risk of loss to the Realignment Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Realignment Property is damaged or destroyed (a "**casualty event**") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of:* (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Realignment Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Realignment Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Realignment Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

17. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to

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

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one (1) day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

PROPOSED

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

19. General Provisions.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement, together with the Development and Construction Agreement, contain the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied therein shall be of any force or effect.

(c) Purchaser may assign its interest or rights or obligations in this Agreement to another governmental authority, including but not limited to the City of Orlando, Florida, upon notice to Seller, provided, however, that such assignment shall not relieve Purchaser from any of its obligations contained herein. Seller may not assign its rights in this Agreement without the prior written consent of Purchaser.

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(d) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of Seller or Purchaser arising under this Agreement, may be assigned or delegated by either without the written consent of the other party.

(e) Time shall be calculated in the Agreement as follows:

i. All references to time are to United States Eastern Time (Orlando, Florida).

ii. When "**business day**" is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida or Seller treats as a work holiday for employees, including any day declared a work holiday for state employees by the Governor of the State of Florida, and any day the Purchaser treats as a work holiday for employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When "**calendar day**" is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

iii. To avoid ambiguity, if the word "**day**" or "**days**" are not modified by either "**business**" or "**calendar**", they shall be read as calendar day and calendar days respectively. When used in the plural, "**calendar days**" or "**business days**" shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

(f) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(g) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(h) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(i) To the fullest extent permitted by law, Seller and Purchaser knowingly, voluntarily, and intelligently waive any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort,

Proposed

statute, or any other theory. Seller and Purchaser each acknowledge that it is entering into this Agreement in part in reliance on this waiver.

(j) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(k) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

20. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

21. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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 Agreement 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 Agreement.

22. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

23. Sovereign Immunity. Purchaser is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by Purchaser, or an expansion of any applicable statutory waiver of immunity. No

Proposed

term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

24. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

25. Amendment to Agreement. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

26. Effective Date. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

27. Exhibits. The following exhibits are attached to this Agreement:

(a) Exhibit A – Diocese Property (legal description)

(b) Exhibit B – Fee Parcel (legal description and sketch)

(c) Exhibit C – Stormwater Parcels (legal descriptions and sketch)

(d) Exhibit D – Form of Stormwater Drainage Easement

(e) Exhibit E – Title Commitment

(f) Exhibit F – Seller's Disclosure of Interests in Real Property Affidavit

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Proposed

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

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

"SELLER"

[FORM OF AGREEMENT – DO NOT SIGN]

_____

John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by John G. Noonan, as Bishop of the DIOCESE OF ORLANDO, a corporation sole, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

_____
Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

Proposed

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

By: [FORM OF AGREEMENT – DO NOT SIGN]
Buddy Dyer, Chairman

_____
Print Name:_____

Date: _____

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

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

Proposed

EXHIBIT "A"

DIOCESE PROPERTY

A portion of the Southeast ¼ of Section 32 and a portion of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast ¼ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest ¼ of the Southwest ¼ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast ¼ of the Southeast ¼ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Proposed

EXHIBIT "B"

FEE PARCEL

[See attached legal description and sketch]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
		RPB	ROAD PLAT BOOK
CHD.	CHORD	P.B.	PLAT BOOK
ESMT	EASEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FJ	FINAL JUDGEMENT		
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

RICHARD D. BROWN CERTIFICATE No. 5700 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

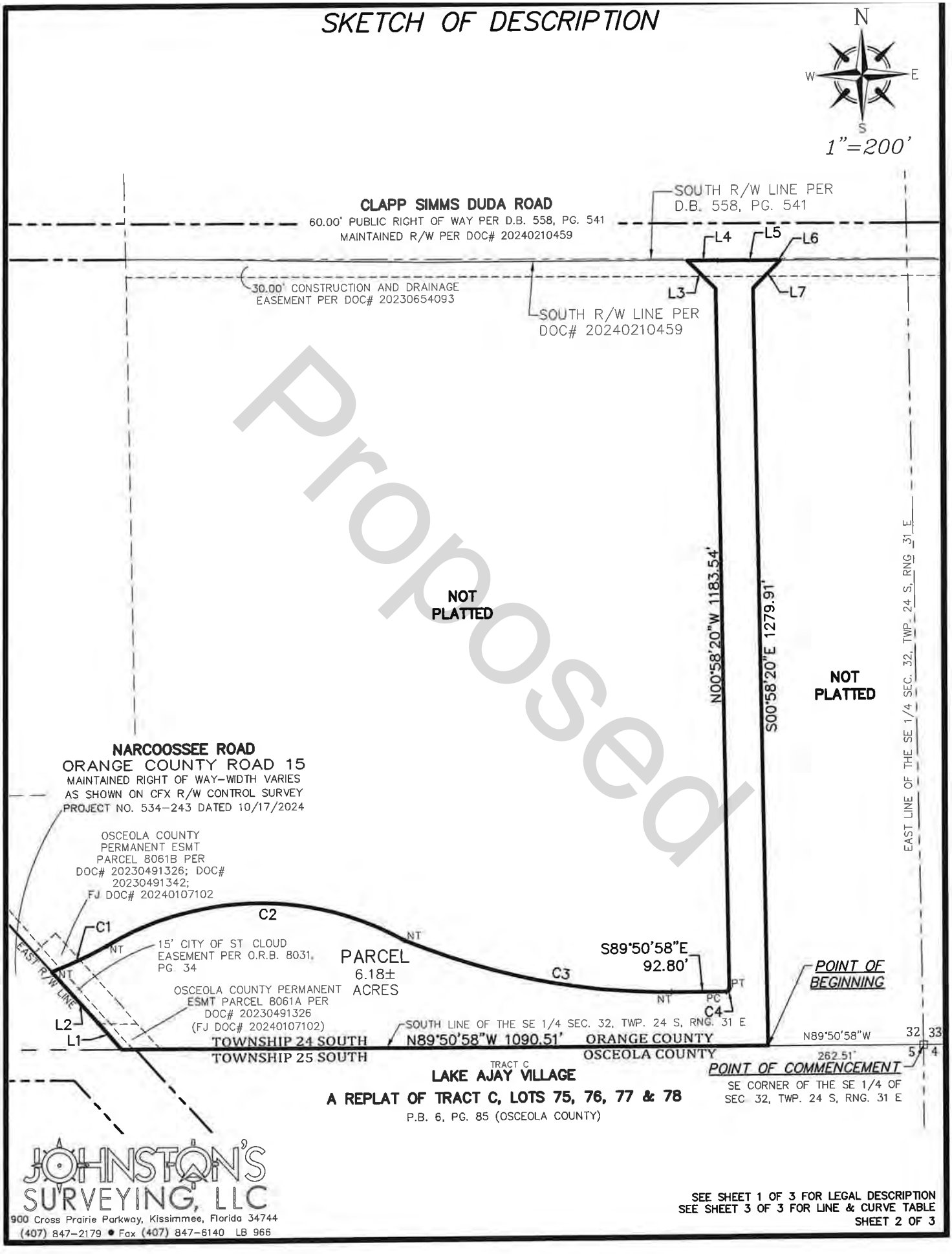
07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)
(NOT VALID WITHOUT SIGNATURE AND SEAL)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678 DRAWN BY: BHJ	SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

SKETCH OF DESCRIPTION

Proposed

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

EXHIBIT "C"

STORMWATER PARCELS

[See attached legal descriptions and sketches]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

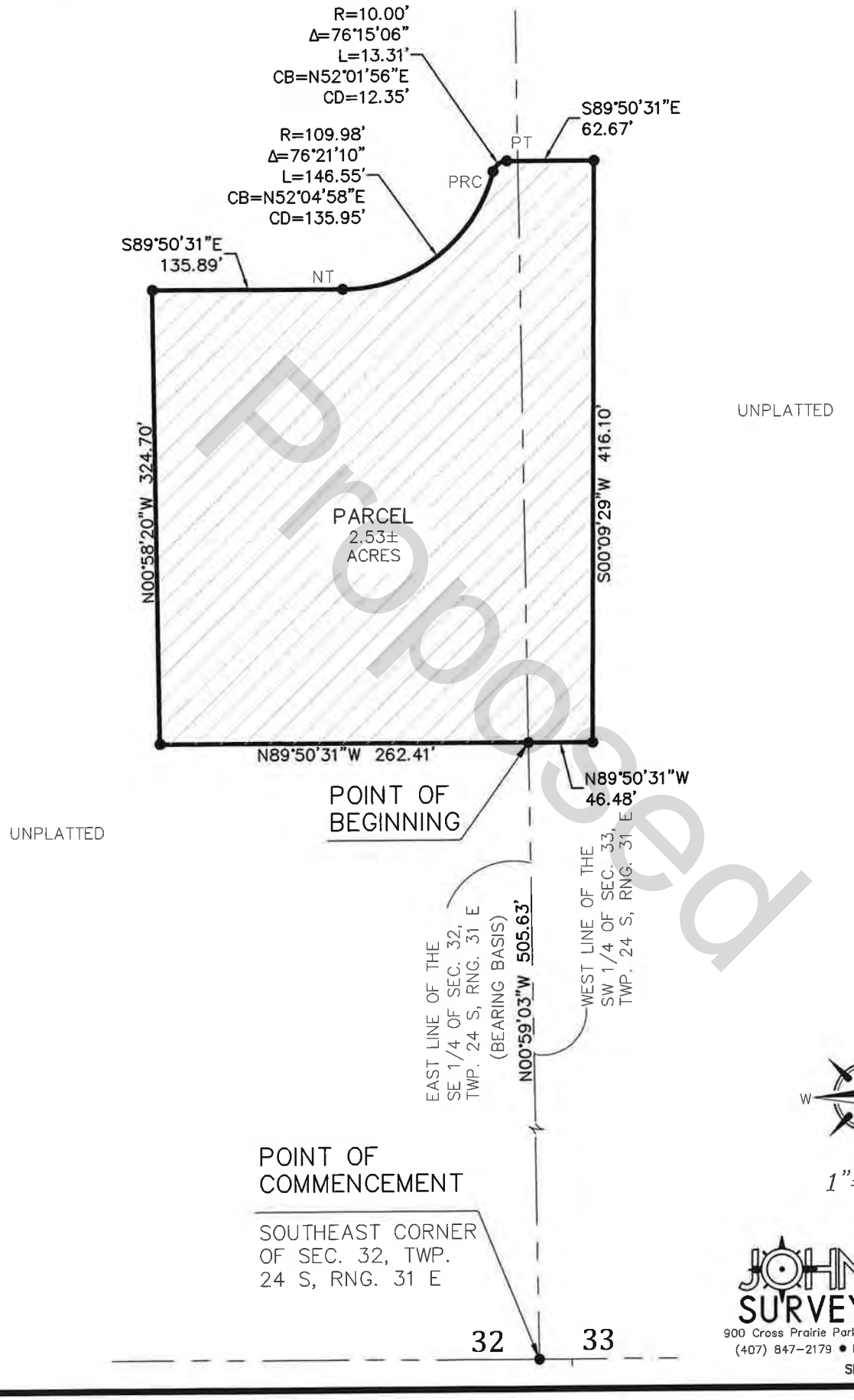
DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32 & 33, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 3	REM. EASEMENTS 4/28/2025
JOB NUMBER: 24-678	REV. LEGAL 7/28/2026

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 07/28/2026 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

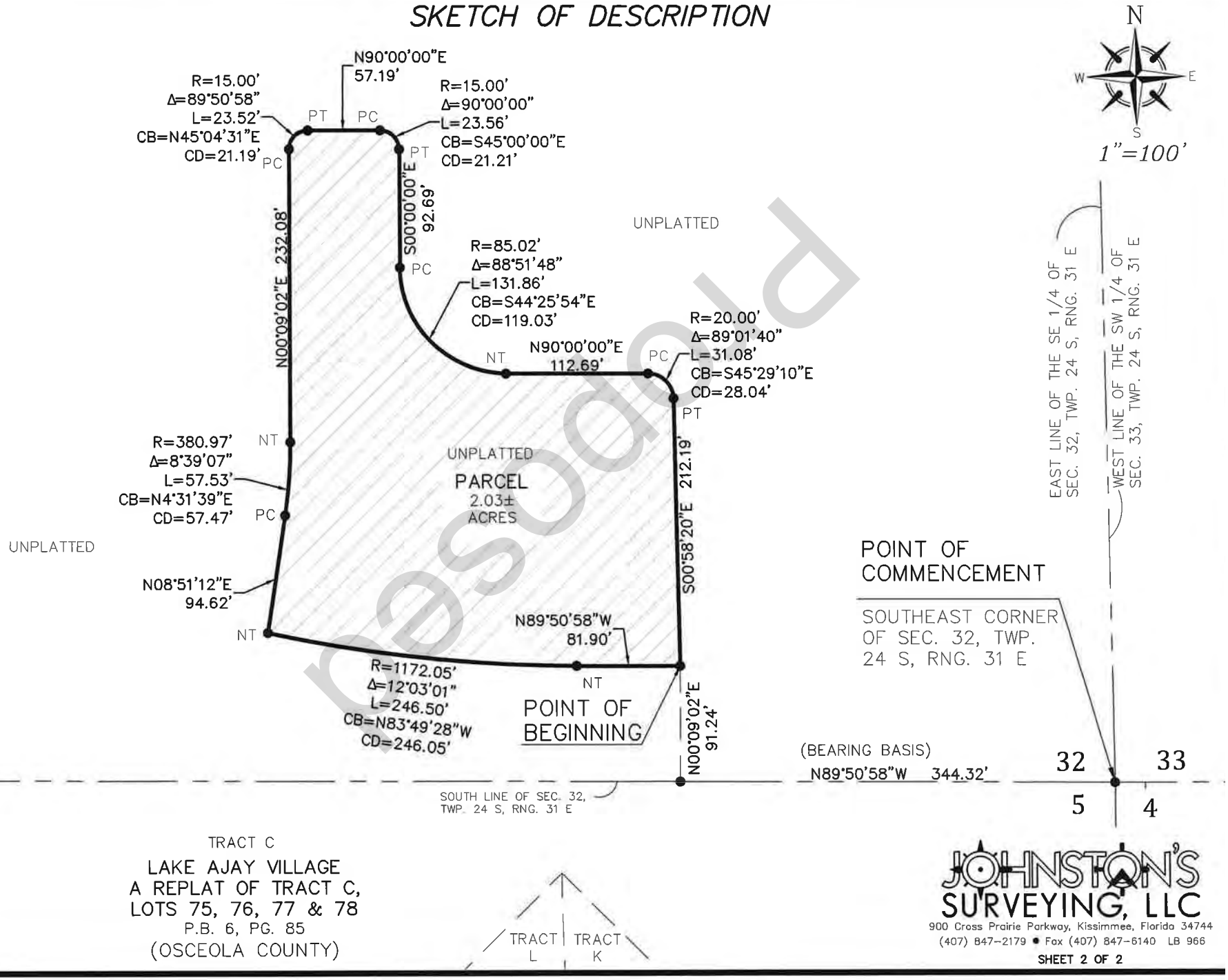
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/02/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



TRACT C

LAKE AJAY VILLAGE
A REPLAT OF TRACT C,
LOTS 75, 76, 77 & 78
P.B. 6, PG. 85
(OSCEOLA COUNTY)

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 1	REV. LABEL 5/19/2025
JOB NUMBER: 24-678	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

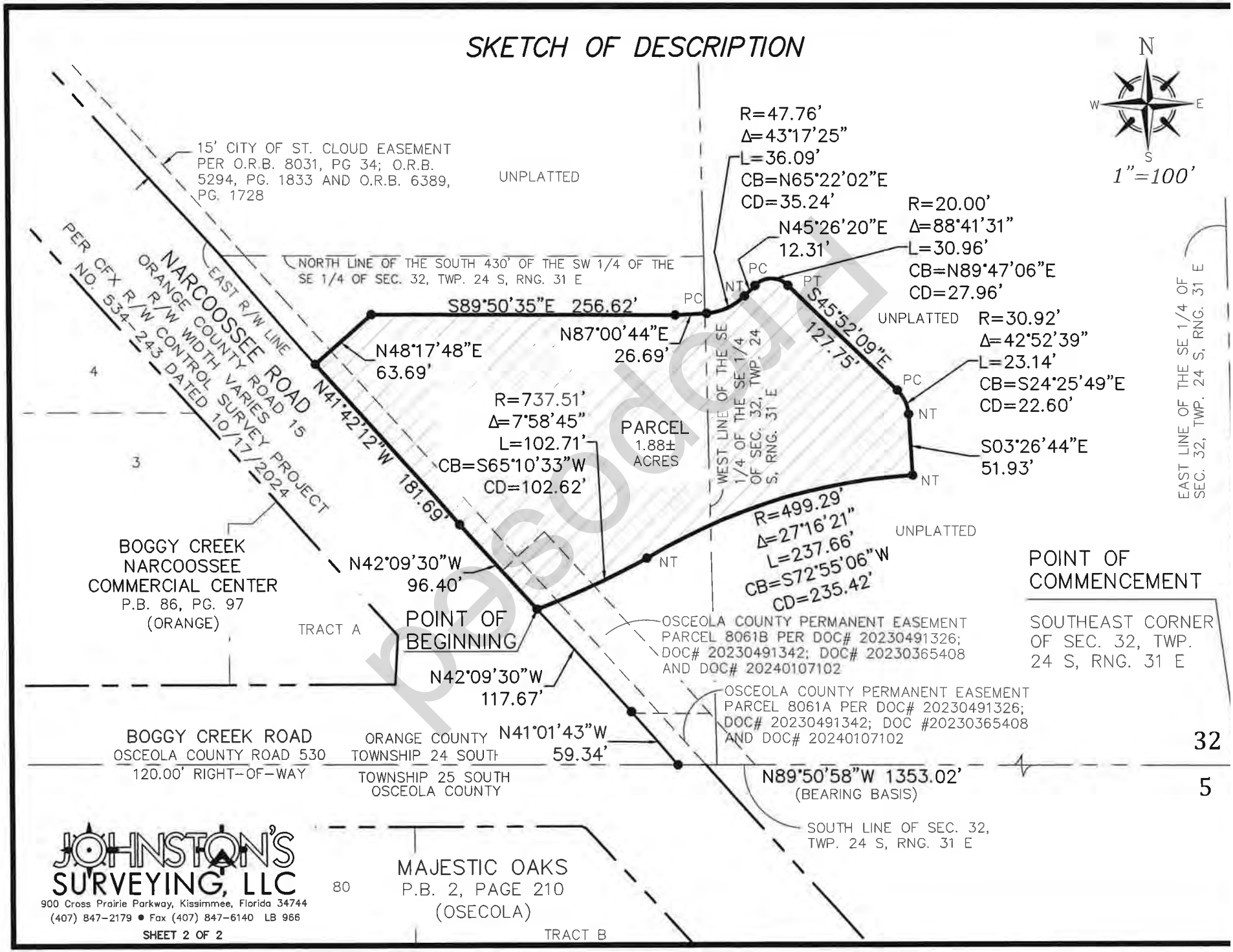
05/20/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

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SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

Pasodora

EXHIBIT "D"

FORM OF STORMWATER DRAINAGE EASEMENT

[See attached]

Proposed

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Alberto S. Bustamante, III, Esq.
Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801
(407) 649-4000

Orange County Parcel ID: 32-24-31-0000-00-010,
Documentary Stamp Tax: $_____

Proposed

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____ (the "**Effective Date**"), by and between **JOHN G NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO**, his successors in office, a corporation sole ("**Grantor**"), whose post office address is 50 East Robinson Street Orlando, Florida 32801, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**"). (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as a "**Party**".)

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly depicted and described on **Exhibit "A"** attached hereto and incorporated herein by this reference. ("**Grantor Property**");

WHEREAS, Grantee is the owner, or is simultaneously herewith acquiring from Grantor, that certain real property located in Orange County, Florida consisting of approximately 6.18 acres, as more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Grantee Property**");

WHEREAS, Grantor has agreed to grant easements upon the Easement Property (as defined herein) in favor of the Grantee and for the benefit of the Grantee Property for the retention and detention of storm water runoff from the Grantee Property, on such terms as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties, the

Parties do hereby agree that the foregoing recitals are true and correct and shall be incorporated herein as a material part of this Agreement, and further agree as follows:

1. **Grant of Easement.**

a. Grantor hereby grants, declares, conveys, and establishes to Grantee for the benefit of the Grantee Property a non-exclusive, perpetual, continuous, uninterrupted, and permanent easement and right-of-way over, under, on, upon, across, and through the certain real property as more particularly described on **Exhibit "C"** attached hereto and incorporated by reference herein (the "**Easement Property**"), for drainage purposes, including but not limited to discharging, handling, retention, detention, receiving, storing, and treating stormwater flow from the Grantee Property and any improvements located on or within the Grantee Property, on the terms set forth in this Agreement (the "**Easement**"). The initial improvements to be located in or on the Easement Property, including the Stormwater Ponds and Drainage Improvements (each as defined in Section 2 below) shall be constructed by Grantor in accordance with the terms and provisions of the Development and Construction Agreement between the parties dated _____, 2026.

b. Except where otherwise expressly stated in this Agreement, or where context otherwise unambiguously provides:

i. all references to "**Grantor**" in this Agreement shall be deemed to include the Grantor and its assigns and successors-in-interest to the Grantor Property or any part thereof; and

ii. all references to "**Grantee**" in this Agreement shall be deemed to include the Grantee and its assigns and successors-in-interest to Grantee Property or any part thereof.

2. **Easement Rights**. Without limiting the generality of the foregoing, and without limiting any other rights that may be exercised in furtherance of the Easement, the Easement granted herein includes the right, privilege, and authority, but not the obligation, of Grantee, its agents, contractors, employees, and invitees, to:

a. discharge, convey, drain, detain, and retain stormwater runoff into, through, and within the drainage system located over, under, on, upon, across, and through the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, consisting of pipes, ditches, detention, percolation, or disposal areas and any combination of these items, together with appurtenant drainage structures (collectively, the "**Drainage Improvements**") and each of the stormwater management ponds located on, upon, or within the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, (collectively, the "**Stormwater Ponds**");

b. patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the Drainage Improvements consistent with the terms of this Easement;

Proposed

c. trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the operation of the Drainage Improvements or Stormwater Ponds;

d. ingress and egress over the Easement Property as reasonably necessary to exercise the rights granted herein;

e. select and utilize any contractors, subcontractors, and consultants when and as desired by Grantee to provide services for Grantee in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

f. commercially reasonable ingress and egress, incidental to the Easement, over those portions of the Grantor Property outside the Easement Property as are reasonably necessary for Grantee and its officers, employees, agents, representatives, consultants, contractors, and subcontractors to access the Easement Property in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

g. all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Easement for the purposes described above and in furtherance of the provisions set forth in this Agreement.

3. **Grantor's Reserved Rights**. Grantor reserves the non-exclusive right to maintain and operate the Stormwater Ponds and the Easement Property. Grantee acknowledges that Grantor may convey some or all of the Easement Property to a thirty party and that any and all such conveyances or other transfers shall be subject and subordinate to this Drainage Easement and the rights of Grantee hereunder. All Grantor's rights under this Agreement, including but not limited to this Section 3, shall be exercised in a manner that is not inconsistent with the rights of Grantee created herein; does not materially or adversely restrict, hinder, interfere with, impair, or delay, the rights of Grantee created herein or Grantee's operation, maintenance, repair, replacement, or use of the Grantee Property; or materially reduce the Stormwater Ponds' ability to treat and attenuate stormwater as defined by the applicable water management district rules.

4. **Permitted Volumes.** The volume, rate, and discharge characteristics of stormwater that Grantee is authorized to direct into the Stormwater Ponds (the "**Permitted Volumes**") shall be [_____ *(the amounts as set forth in the mutually approved Realignment Plans between Grantor and Grantee under the Development and Construction Agreement)*]. Under no circumstances will the Permitted Volumes at any time be less than the amount of runoff Grantor represented for the Easement Property to various permitting authorities in constructing anticipated improvements to the Grantor Property.

5. **Compliance**. Any and all stormwater improvements and Drainage Improvements constructed, maintained, repaired, or replaced within the Easement Property shall comply with all permits, rules, and regulations as established by applicable governmental authorities, and except as expressly set forth herein to the contrary, shall be at the sole cost and responsibility of the Grantor. No modification or alteration shall be made to the Easement Property or any of the stormwater improvements or Drainage Improvements constructed therein without the prior approval of all applicable governing authorities.

Proposed

6. **Repair and Maintenance Obligations**.

a. **Grantor's Repairs and Maintenance**. Grantor shall, at its sole cost and expense, be responsible for the operation, repair, replacement, and maintenance of the Easement Property and the Drainage Improvements and keep the same in good order, condition, and repair and in compliance with all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District. Grantor shall take any and all actions reasonably necessary to ensure the Drainage Improvements are free from obstructions and blockages.

b. **Grantee's Repairs and Maintenance**. Grantee shall have the right, but not the obligation, upon reasonable notice to Grantor (including notice after the fact in the event of a life-safety issue or other emergency), to repair and maintain the Easement Property and Drainage Improvements in good order, condition, and repair, and to cure any obstructions or blockages or material impairment of the Grantee's Easement rights.

c. **Notice and Cure**. In the event any required repair and/or maintenance hereunder is not performed by Grantor as provided in this Agreement, Grantee may deliver a notice to Grantor setting forth the maintenance or repair deficiencies, whereupon Grantor shall have fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours in the event of an emergency other than a life-safety issue. If the deficiencies are not remedied in a commercially reasonable manner within such applicable aforementioned time period, or in the event of a life-safety issue, Grantee shall have the right to undertake all reasonably necessary maintenance and repairs itself and recover from Grantor within thirty (30) days after written demand by Grantee the reasonable and actual out-of-pocket fees, costs, and expenses incurred in connection therewith, together with interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

7. **Indemnification**. To the extent applicable and permitted by law and without waiving any of the protections afforded by §768.28, Florida Statutes, each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all actions, causes of action, claims, demands, liabilities, loss, injury, damage, suits, judgments, costs, expenses whatsoever (including, without limitation reasonable attorneys' fees at trial and appellate levels) to the extent arising out of the acts or omissions of such Party's officers, staff, or employees of the rights and obligations set forth herein, except to the extent that such damage or loss results from the negligence or willful misconduct of the other Party, or its agents or employees. Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same made by amended from time to time. The provisions of this paragraph shall survive termination of the Agreement.

8. **Hazardous Materials**. The Parties covenant and agree that neither Party shall discharge into or within the Easement Property or Drainage Improvements any hazardous or toxic materials or substances prohibited or regulated under any federal, state, or local law, ordinance, rule, regulations, or permit, except in accordance with such laws, ordinances, rules, regulations, and permits.

a. Grantor shall indemnify and hold Grantee harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by Grantee to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantor or its agents, contractors, subcontractors, or suppliers or due to Grantor's breach of the provisions of this Section 7.

b. To the extent applicable and permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by the Grantor to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantee or its agents, contractors, subcontractors, or suppliers or due to Grantee's breach of the provisions of this Section 7.

9. **Term**. Unless expressly provided otherwise, the covenants, conditions, and restrictions contained in this Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter in perpetuity ("**Term**"), unless and until this Agreement is terminated by a writing executed by the authorized representatives of each of Grantor and Grantee. The Parties agree that this Agreement and the Easement may not be terminated or deemed terminated by abandonment, merger, or unity of title or possession, operation of law, or otherwise, except by written consent of both Parties as expressly set forth in this Agreement.

10. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one (1) day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Grantee: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

Proposed

and

Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Grantor: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

11. **Covenants to Run with Land**. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations granted in this Agreement are appurtenant and shall run with the land and shall be a burden on the Easement Property and the Grantor Property and create equitable servitudes in favor of the Grantee Property, and are for the use and benefit of the Grantee and all future owners of the Grantee Property, all of their respective heirs, devisees, personal representatives, successors, and assigns, and all of their respective lessees. Upon any sale or transfer of fee title to the Grantor Property or Grantee Property (or any respective part thereof), the grantor shall be relieved from any obligation or liability hereunder relating only to the extent of such transferred real property arising on or after the date of such transfer, and such obligations or liability shall be deemed assumed by its successor in title.

12. **Transferee Acceptance**. The grantee or transferee of the Grantor Property or Grantee Property or any portion thereof, by acceptance of a deed or other instrument conveying title thereto, whether from an original party or from a subsequent owner of such real property, shall accept such deed or instrument upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. The easements, covenants, conditions and restrictions in this Agreement shall be binding upon and effective against any owner of the Grantor Property or Grantee Property or part thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

Proposed

13. **Remedies**. In the event of a breach by any Party of any of the terms, covenants, restrictions or conditions of this Agreement, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement or any or all of the Easement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

14. **Miscellaneous**.

a. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

b. **Limitation on Use**. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein. The Easement shall not, in any manner, be construed as dedicating any portion of the Easement Property to public use or for public purposes, nor is it intended by Grantor to create any rights for the benefit of the general public.

c. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

d. **No Waiver**. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

e. **Time of Essence**. Time is of the essence of this Agreement.

f. **Amendments**. This Agreement and the Easement may not be terminated, amended, modified, altered, or changed in any respect whatsoever, except by the written consent of all then record owners of the Grantor Property and Grantee Property, evidenced by a document that has been fully executed and acknowledged by all such then record owners of the Grantor Property and Grantee Property and recorded in the Public Records of Orange County, Florida.

g. **No Third-Party Beneficiaries**. This Agreement, and all rights, remedies, and benefits created hereby, are solely and exclusively for the benefit of the Parties expressly identified in and that have executed this Agreement (including their assignees and successors in interest). Nothing in this Agreement, express or implied, is intended to or shall be construed to

Proposed

confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties has any right to enforce any term of this Agreement.

h. **Severability**. The provisions of this Agreement are severable. If any provision of this Agreement is, in whole or in part, held invalid or unenforceable or not to run with the land by a court of competent jurisdiction, such provision (or the invalid or unenforceable portion thereof) shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law. If such severance materially alters the benefits, burdens, or risk allocation contemplated by this Agreement, either Party may demand that the Parties promptly confer and negotiate a reasonable substitute provision that, to the extent permitted by law and reasonably practicable, most closely reflects the purpose and effect of the severed provision (or portion thereof) and substantially preserves the benefits, burdens, and risk allocation affected by such severance; provided, however, that nothing herein authorizes or requires renegotiation of any other provision of this Agreement.

i. **Governing Law; Venue**. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

j. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Grantee's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Grantee to be sued.

k. **JURY TRIAL WAIVER**. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER THEORY. GRANTOR AND GRANTEE EACH ACKNOWLEDGE THAT IT IS ENTERING INTO THIS AGREEMENT IN PART IN RELIANCE ON THIS WAIVER.

l. **Sovereign Immunity**. Grantee is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity,

Proposed

a consent to suit by Grantee, or an expansion of any applicable statutory waiver of immunity. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

m. **Construction of Agreement**. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

n. **Relationship of the Parties**. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

o. **Counterparts**. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

p. **Recordation of Agreement**. This Agreement shall be recorded by the Grantor in the Public Records of Orange County, Florida.

[Intentionally left blank; signatures are on the following pages.]

Proposed

IN WITNESS WHEREOF, Grantor and Grantee have caused this Drainage Easement to be executed as of the dates set forth below.

WITNESSES:

_____

Print Name:_____

Address:

_____

_____

_____

Print Name:_____

Address:

_____

_____

"GRANTOR"

[FORM OF AGREEMENT – DO NOT SIGN]

John G. Noonan, as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole. He is [ ] personally known to me OR [ ] produced _____ as identification.

_____

Notary Public

Printed Name:_____

Commission No.:_____

My Commission Expires:_____

Proposed

[Diocese Signature Page to Drainage Easement]

WITNESSES:

_____
Print Name:_____
Address:

_____
_____

_____
Print Name:_____
Address:

_____
_____

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

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:[FORM OF AGREEMENT – DO NOT SIGN]
Buddy Dyer, Chairman

Date: _____

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[CFX Signature Page to Drainage Easement]

Proposed

Exhibit "A"

Grantor Property

A portion of the Southeast ¼ of Section 32 and a portion of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast ¼ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest ¼ of the Southwest ¼ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast ¼ of the Southeast ¼ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Proposed

Exhibit "B"

Grantee Property

[See attached]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
		RPB	ROAD PLAT BOOK
CHD.	CHORD	P.B.	PLAT BOOK
ESMT	EASEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FJ	FINAL JUDGEMENT		
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

RICHARD D. BROWN CERTIFICATE No. 5700 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)
(NOT VALID WITHOUT SIGNATURE AND SEAL)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678 DRAWN BY: BHJ	SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION



1"=200'

CLAPP SIMMS DUDA ROAD
60.00' PUBLIC RIGHT OF WAY PER D.B. 558, PG. 541
MAINTAINED R/W PER DOC# 20240210459

SOUTH R/W LINE PER D.B. 558, PG. 541

30.00' CONSTRUCTION AND DRAINAGE EASEMENT PER DOC# 20230654093

SOUTH R/W LINE PER DOC# 20240210459

L3 L4 L5 L6 L7

NOT PLATTED

N00°58'20"W 1183.54'

S00°58'20"E 1279.91'

NOT PLATTED

EAST LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E

NARCOOSSEE ROAD
ORANGE COUNTY ROAD 15
MAINTAINED RIGHT OF WAY-WIDTH VARIES
AS SHOWN ON CFX R/W CONTROL SURVEY
PROJECT NO. 534-243 DATED 10/17/2024

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061B PER DOC# 20230491326; DOC# 20230491342; FJ DOC# 20240107102

C1 C2 C3 C4

NT PC PT

15' CITY OF ST. CLOUD EASEMENT PER O.R.B. 8031, PG. 34

EAST R/W LINE

L1 L2

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061A PER DOC# 20230491326 (FJ DOC# 20240107102)

PARCEL
6.18± ACRES

S89°50'58"E 92.80'

POINT OF BEGINNING

SOUTH LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E
N89°50'58"W 1090.51'

TOWNSHIP 24 SOUTH
TOWNSHIP 25 SOUTH

ORANGE COUNTY
OSCEOLA COUNTY

N89°50'58"W 262.51'

32 33 5 4

POINT OF COMMENCEMENT
SE CORNER OF THE SE 1/4 OF SEC. 32, TWP. 24 S, RNG. 31 E

TRACT C
LAKE AJAY VILLAGE
A REPLAT OF TRACT C, LOTS 75, 76, 77 & 78
P.B. 6, PG. 85 (OSCEOLA COUNTY)

Proposed

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

SKETCH OF DESCRIPTION

Proposed

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

Exhibit "C"

Easement Property

[See attached three (3) parcels]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

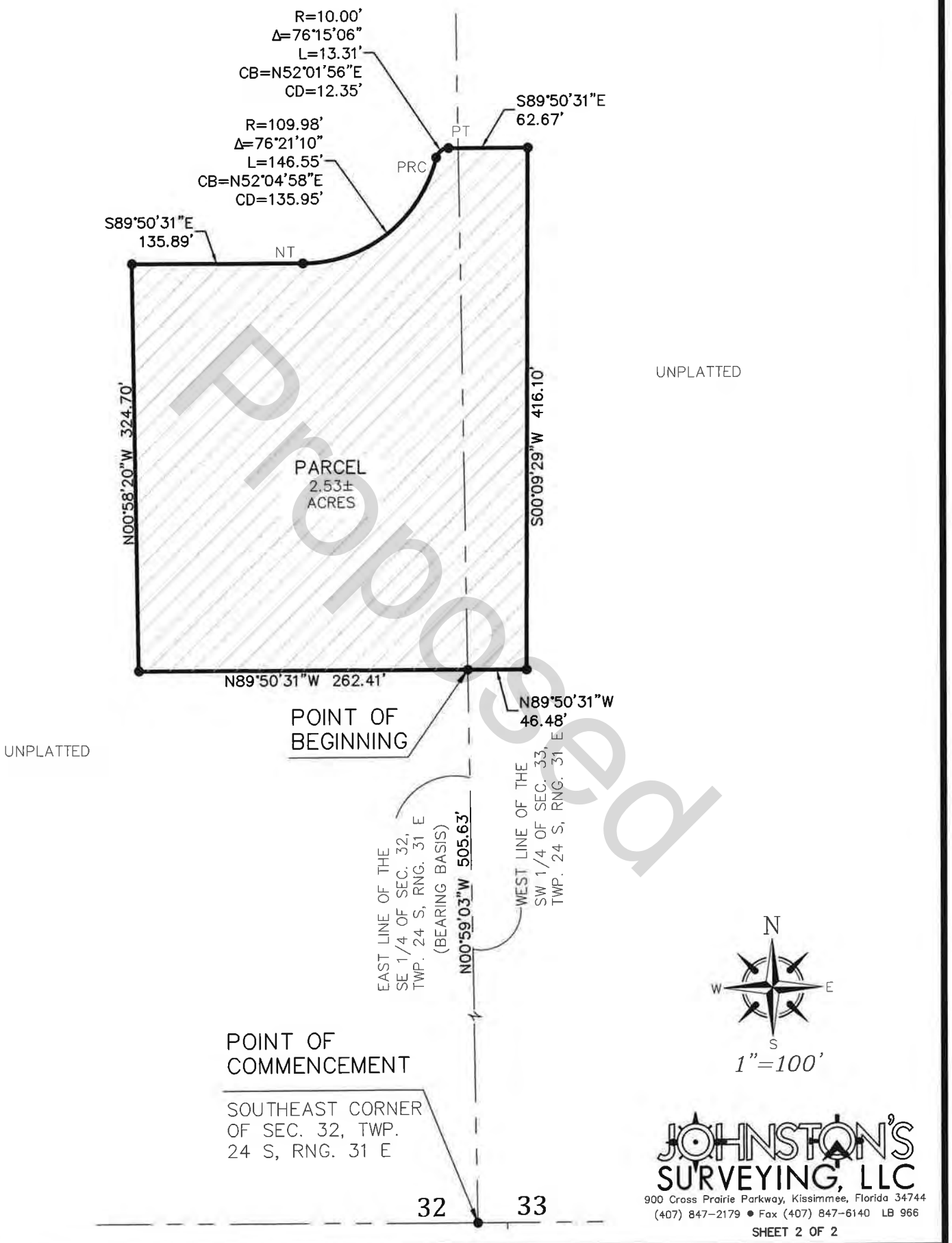
DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32 & 33, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 3	REM. EASEMENTS 4/28/2025
JOB NUMBER: 24-678	REV. LEGAL 7/28/2026

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 07/28/2026 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

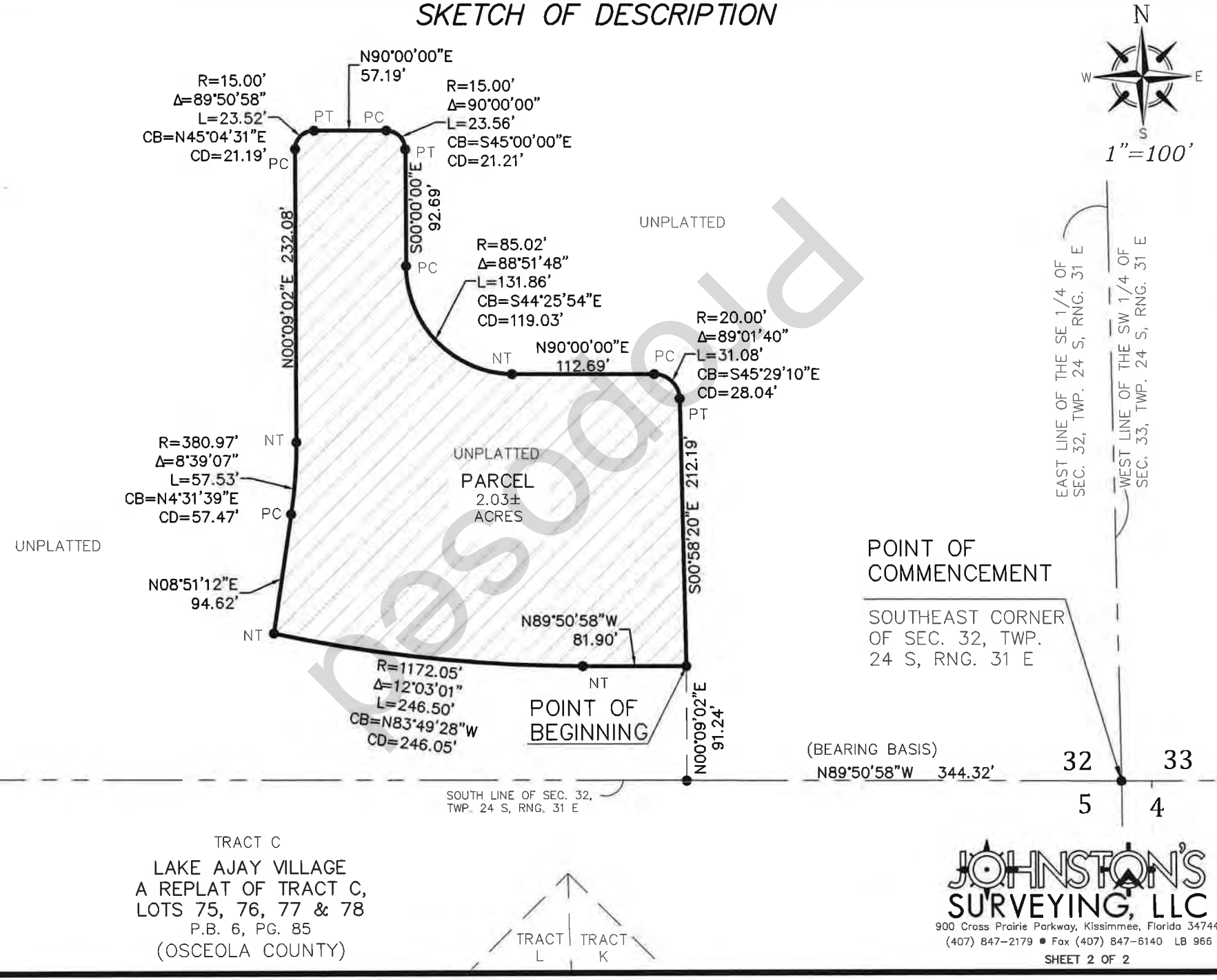
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/02/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



preliminary

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
↯	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 1	REV. LABEL 5/19/2025
JOB NUMBER: 24-678	

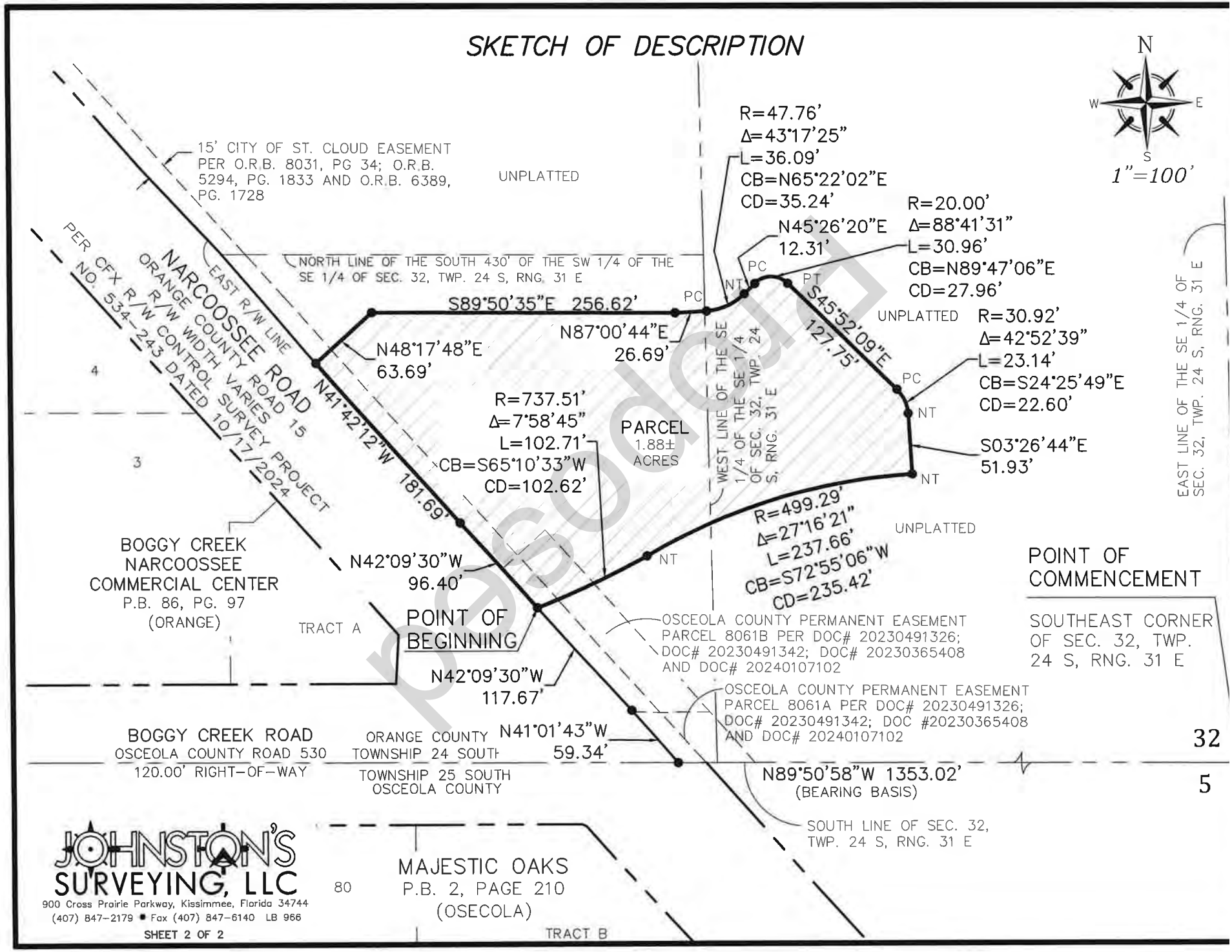
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/20/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

pasodra

EXHIBIT "E"

TITLE COMMITMENT

[See attached]

Proposed

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	**BAKER & HOSTETLER, LLP**
Issuing Office:	**200 S. ORANGE AVENUE** **SUITE 2300 ORLANDO, FL 32801**
Loan ID Number:	
Commitment Number:	**26081859 WP Examiner - William Phelps - wphelps@OldRepublicTitle.com**
Your File No.:	**058801.000886**
Property Address:	**FL**

Old Republic National Title Insurance Company
151 Southhall Lane Suite #250
Maitland, Florida 32751

SCHEDULE A
COMMITMENT

1. Commitment Effective Date: July 13, 2026 at 8:00am

2. Policy to be issued:

   (a) 2021 ALTA OWNER'S POLICY (with Florida Modifications)
   Proposed Insured:

   Central Florida Expressway Authority

   Proposed Policy Amount: $8,002,549.00

   (b) 2021 ALTA LOAN POLICY (with Florida Modifications)
   Proposed Insured:

   N/A

   Proposed Policy Amount: N/A

3. The estate or interest in the Land described at the Commitment Date is Fee Simple and Easement.

4. The Title is, at the Commitment Date, vested in: **John G. Noonan, as Bishop of the Diocese of Orlando**

Proposed

5. The Land is described as follows:

See Attached Legal Description

Issued through the Office of:
BAKER & HOSTETLER, LLP
200 S. ORANGE AVENUE
SUITE 2300
ORLANDO, FL 32801
Phone: 407-649-4000

Authorized Signature

Proposed

SCHEDULE B - I
COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Warranty Deed from John G. Noonan, as Bishop of the Diocese of Orlando, to the proposed insured.

6. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.

7. Evidence satisfactory to the Company must be furnished and recorded in the Public Records showing:

   a. Verified copy of bylaws must be checked for any provisions as to the powers of the church officers/bishops and any procedure relating to the mortgage or conveyance of property, including a review of and compliance with the By-Laws of Diocese of Orlando as to the procedures necessary to convey the title.

   b. Obtain and record appropriate Resolutions of the church consistent with the By-Laws authorizing the conveyance and specifying the duties of the Bishop who is to execute the deed, and to be attached to the deed.

   c. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of the Diocese of Orlando, a sole corporation. If the land constitutes all or substantially all of the assets of Diocese of Orlando, compliance with Chapter 617 is required.

8. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

9. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

Proposed

10. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) if any and mortgagor's herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

11. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

Note: Taxes for the year 2026 became a lien on the land January 1st although not due or payable until November 1st of said year.

Taxes for the year 2025 in the amount of $4,462.94 are Paid. Tax ID Number #32-24-31-0000-00010

Taxes for the year 2025 in the amount of $2,118.06 are Paid. Tax ID Number #33-24-31-0000-00004

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

O.R. Book 6022, Page 235, and O.R. Book 3989, Page 4183, of the Public Records of Orange County, Florida

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Orange County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

Proposed

SCHEDULE B - II
COMMITMENT

Exceptions From Coverage

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.

3. Rights or claims of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year 2026 and subsequent years.

7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

8. Easement contained in instrument recorded at Instrument Number 20230365408 of the Public Records of Orange County, Florida

9. Easement contained in instrument recorded at Instrument Number 20230491326 of the Public Records of Orange County, Florida

10. Easement contained in instrument recorded at Instrument Number 20230491342 of the Public Records of Orange County, Florida

11. Easement contained in instrument recorded at Instrument Number 20230654093 of the Public Records of Orange County, Florida

12. Easement contained in instrument recorded at Instrument Number 20240107102 of the Public Records of Orange County, Florida

13. Easement contained in instrument recorded at Instrument Number 20240210459 of the Public Records of Orange County, Florida

Proposed

14. Easement contained in instrument recorded at Official Records Book 5294, Page 1833, of the Public Records of Orange County, Florida

15. Easement contained in instrument recorded at Official Records Book 6389, Page 1728, of the Public Records of Orange County, Florida

16. Easement contained in instrument recorded at Official Records Book 8031, Page 34, of the Public Records of Orange County, Florida

17. Easement contained in instrument recorded at Deed Book 558, Page 541, of the Public Records of Orange County, Florida

Proposed

EXHIBIT A

Fee Simple (Roadway Parcel):

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Easement (Pond 1):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of

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Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Easement (Pond 2):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Easement (Pond 3):

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.25 feet; thence N00°58'19"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.73 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central

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Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Proposed

EXHIBIT "F"

SELLER'S DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: John G. Noonan as Bishop of the Diocese of Orlando, a corporation sole (the "Seller")

SUBJECT: Partial Purchase of Orange County Parcel IDs: (i) 32-24-31-0000-00-010; and (ii) 33-24-31-0000-00-004

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

Name	**Address**

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

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

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

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

[Signatures on following pages]

Proposed

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

"SELLER"

[FORM OF AGREEMENT – DO NOT SIGN]

_____

John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

Proposed

[Seller's Signature Page to Disclosure of Interests in Real Property Affidavit]

Attachment B

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 534-243; Parcel 534-275)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO A CORPORATION SOLE**, whose address is 50 East Robinson Street, Orlando, Florida 32801 ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Purchaser**").

W I T N E S S E T H :

WHEREAS, Purchaser plans to construct a certain linear facility comprised of a new limited access public transportation corridor known as SR 534 (formerly known as the Osceola Parkway Extension) ("**CFX Project**"), which includes the proposed closure of the intersection of Clapp Simms Duda Road and Narcoossee Road in Orlando, Orange County, Florida ("**Existing Intersection**");

WHEREAS, Clapp Simms Duda Road is a public road in Orange County, Florida ("**Orange County**") which contains certain public utilities and other improvements providing access and utilities to properties east of the Existing Intersection;

WHEREAS, Seller owns that certain real property located on and contiguous to Clapp Simms Duda Road and Narcoossee Road located in Orange County, Florida and consisting of Orange County Parcel Identification Numbers: (i) 32-24-31-0000-00-010; and (ii) 33-24-31-0000-00-004, as more specifically identified on attached **Exhibit "A"** ("**Diocese Property**");

WHEREAS, as a result of the anticipated closure of the Existing Intersection, Purchaser has determined that it will be necessary to relocate and realign a portion of Clapp Simms Duda Road through a portion of the Diocese Property, to connect Clapp Simms Duda Road to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, such work constituting the Realignment Project as such term is defined and more particularly described in the Development and Construction Agreement entered into between Purchaser and Seller on even date herewith (the "**Development and Construction Agreement**")(such road, the "**Realignment**");

WHEREAS, Seller's master plan for proposed uses of the Diocese Property, which include, without limitation, a Catholic Church, parochial K-8 school and multi-family residential was approved by the City of Orlando Development Review Committee in Case Number MPL2021-10042 ("**Diocese Master Plan**");

WHEREAS, Purchaser and Seller have, under separate contractual instrument, agreed to the funding and performance of design, permitting and construction on the Diocese Property of certain site work, mass grading and infrastructure improvements to effect the Realignment;

WHEREAS, as additional consideration for the Seller performing the Realignment Project (as such term is defined in the Development and Construction Agreement), Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, (i) fee simple title to a 6.18 +/- acres

Proposed

portion of the Diocese Property as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Fee Parcel**") and (ii) a non-exclusive drainage easement for stormwater retention associated with the Realignment over those certain portions of the Diocese Property as more particularly described on "**Exhibit C**" attached hereto and incorporated herein by this reference (collectively, the "**Stormwater Parcels**") (together, the Fee Parcel and Stormwater Parcels constitute the "**Realignment Property**") for the price and on such terms as more particularly set forth herein;

WHEREAS, Seller desires to sell and convey the Realignment Property to Purchaser, and Purchaser desires to acquire from Seller the Realignment Property for public right of way and associated retention capacity purposes, in accordance with the terms and conditions set forth herein.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Buy and Sell. Seller agrees to grant, sell, and convey to Purchaser and Purchaser agrees to purchase and accept from Seller the Realignment Property in the manner and upon the terms and conditions set forth in this Agreement.

3. The Fee Parcel. For purposes of this Agreement, the Fee Parcel shall also include all of Seller's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, roads, structures and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Fee Parcel which Purchaser approves, but only to the extent applicable to the right-of-way area constituting the Fee Parcel, and (iv) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Fee Parcel, and (v) all riparian and other water rights relating to such property consistent with the Realignment Project, as defined in the Development and Construction Agreement. Seller further agrees to transfer, assign, and convey to Purchaser at Closing, at no additional cost or expense to Purchaser, all of Seller's right, title, and interest, if any, in any permits, authorizations, governmental approvals, entitlements, third-party approvals, and any other similar entitlements or development rights relating to the realigned road and applicable to the Fee Parcel, but only to the extent applicable to the Fee Parcel.

4. The Stormwater Parcels. The Stormwater Parcels shall include all rights and terms outlined in the drainage easement to be executed by the Purchaser and Seller at Closing substantially on such terms and in the form attached hereto as **Exhibit "D"** ("**Stormwater Drainage Easement**") and incorporated herein by this reference, or as may be modified in writing by mutual agreement of Seller and Purchaser (or Purchaser's designated assignee). The Stormwater Drainage Easement is a non-exclusive joint stormwater retention agreement that will

Proposed

contain all the stormwater retention capacity necessary for the realigned road consistent with the Realignment Project, together with additional capacity for the Diocese Property, as consistent with the Master Plan. The Seller and its successors or assigns will retain fee ownership of the real property underlying the Stormwater Parcels and have the responsibility for maintaining the retention ponds to be constructed upon it. Such maintenance obligations may be assigned by the Seller to a third party which shall assume and perform the required maintenance as set forth in the Stormwater Drainage Easement.

5. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Realignment Property shall be **Seven Million Nine Hundred Fifteen Thousand One Hundred Ninety-Nine and 90/100 Dollars ($7,915,199.90)** ("**Purchase Price**"). The Purchase Price is inclusive of Seller's appraiser, attorneys', and professional consultants' fees and costs utilized in furtherance of the Realignment Property acquisition, the Realignment, and the right-of-way acquisition ("**Diocese Sale Cost Reimbursements**"). The Purchase Price shall be paid to the Seller by Purchaser as follows:

(i) A deposit in the amount of **Seven Million Seven Hundred Sixteen Thousand Two Hundred and NO/100 Dollars ($7,716,200.00)** shall be paid by wire transfer to Closing Agent within seven (7) business days after the later to occur of, a) the Effective Date of this Purchase and Sale Agreement, b) delivery by the Seller of wire transfer instructions to Purchaser, and c) a current W-9 for the Seller; and released to Seller upon Closing Agent's receipt thereof; and

(ii) The remainder of the Purchase Price, subject to applicable credits and debits as more particularly set forth herein, shall be paid by wire transfer from Purchaser to Closing Agent at the Closing of the conveyances of the Fee Parcels and Stormwater Parcels.

6. Survey and Title Matters.

(a) Survey. Unless otherwise waived by Purchaser in writing, Seller shall, at Purchaser's expense, cause a boundary survey (the "**Survey**") to be prepared of the Realignment Property within sixty (60) calendar days after the Effective Date. The Survey shall be prepared by a registered surveyor licensed in the State of Florida (the "**Surveyor**"). The Survey, as it may be updated: (i) shall be currently dated; (ii) shall contain metes and bounds legal descriptions of the Fee Parcel and the Stormwater Parcels; (iii) shall show, among other things, the location of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify any improvements, easements, encumbrances and encroachments, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Fee Parcel and Stormwater Parcels; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below) and Title Agent (as defined below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey. Any matters revealed by the Survey to which Purchaser objects pursuant to the provisions of subsection 6(c) below shall be considered title objections and treated pursuant to the provisions of subsection 6(c) below.

Proposed

(b) Title Insurance. Attached hereto as **Exhibit "E"** and incorporated herein by reference is a title commitment of the Realignment Property, bearing Commitment Number 26081859 WP and dated effective July 13, 2026 at 8:00am ("**Commitment Date**") naming Purchaser as proposed insured (the "**Title Commitment**"), as prepared by Old Republic National Title Insurance Company (the "**Title Company**"), issued by Baker Hostetler (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Realignment Property as of the Commitment Date together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Fee Parcel and Stormwater Parcels (as applicable) which would appear in an owner's policy of title insurance if issued (the "**Title Policy**"). The Title Commitment has been initially based on the legal description of the Realignment Property as set forth in the sketches and legal descriptions of the Fee Parcel and the Stormwater Parcel, as shown in **Exhibits B and C**, respectively. Upon its receipt of the Survey, Seller shall cause the Title Company to update the Title Commitment based on the Survey ("**Updated Title Commitment**"), whereupon Purchaser shall have the rights set forth in subsection 6(c) below with respect to any new matters contained on any Updated Title Commitment or endorsement of the Title Commitment arising after the Commitment Date, including any updates based on an updated Survey. Of the title matters on the current Title Commitment, Purchaser hereby notifies seller of its objections to Title Commitment Exception Numbers 11, 13, and 17 and will provide detailed objections to such matters in writing within ten (10) business days following the Effective Date of this Agreement, along with Exception Numbers 1-7 which Purchaser requires to be deleted, removed, or otherwise satisfied at or prior to Closing (each a "**Current Objection**" and collectively, the "**Current Objections**"). Unless expressly waived in writing by Purchaser, if Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Current Objection by the expiration of the Seller's Cure Period (as defined below), then as Purchaser's sole and exclusive remedy, Purchaser shall have the right to accept title subject to such Current Objection(s) and recover from Seller the sum of $200,000.00 for each uncured Current Objection(s) as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. At Closing, Purchaser (or Purchaser's designated assignee) shall be issued an Owners Title Insurance Policy for the Realignment Property by Title Agent. All costs for the Title Commitment, any endorsements, search fees, and the owner's Title Policy premium shall be paid by Purchaser.

(c) Title and Survey Objection. Within thirty (30) days after its receipt of the last of the Survey and the Updated Title Commitment, and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is ten (10) business days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Survey or new matters in the Updated Title Commitment (other than the Current Objections) which are unacceptable to Purchaser ("**Objection Notice**"), which matters shall be referred to herein as "**Title Defects**". Any matters set forth in Schedule B, Part II of the Title Commitment to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". On or before fifteen (15) days following Seller's receipt of the Objection Notice, if any, Seller shall notify Purchaser

in writing of any matters set forth in the Objection Notice which Seller intends to cure. Seller's failure to timely deliver the foregoing notice shall be deemed Seller's election not to cure any of the matters set forth in the Objection Notice. If Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Purchaser's objections within thirty (30) days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of $200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. The Seller and Purchaser shall cooperate with Title Agent to facilitate the satisfaction of all Schedule B, Part I requirements set forth in the Title Commitment and at Closing Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, without limitation, and regardless of whether or not stated in Purchaser's Objection Notice, if any, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Realignment Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Fee Parcel from, any financial obligation related to a property owner's association and any declarations, covenants, and restrictions.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 6 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser; (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's Title Policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Realignment Property or any portion thereof (except those expressly called for in this Agreement; provided, however, that any mortgage, lien, or similar encumbrance related to the Realignment

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Project remaining as of the Closing Date shall be paid, satisfied, terminated, or otherwise released at or before Closing at Seller's sole expense) other than those of record as of the Commitment Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements, and agreements through the date of Closing hereunder. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B, Part I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B, Part II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than Fifty Thousand Dollars ($50,000.00) or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Realignment Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller and Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of $200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages.

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7. **Inspection Rights**.

(a) Purchaser hereby waives any "free-look" inspection period but does not waive any rights to inspect the Realignment Property during the Term. At all times before Closing, upon reasonable prior notice to Seller, Purchaser may, in Purchaser's sole discretion and at Purchaser's expense, perform any and all additional Inspections (as more particularly defined below) that Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Realignment Property tested, surveyed, and inspected to determine if the Realignment Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants, or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Realignment Property tested, surveyed, and inspected to determine if the Realignment Property contains any endangered or threatened species of animal life or endangered, threatened, or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department, or commission would disallow the use of the Realignment Property intended by Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical feasibility of developing the Realignment Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, rules, and regulations affecting the Realignment Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

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

(b) Access to Realignment Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Realignment Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Realignment Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Realignment Property and that the Realignment Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 7, and not unreasonably interfere with the Realignment Project. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section

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768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights under this Section 7, including, without limitation, any damage to the Realignment Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Realignment Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Realignment Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

8. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase the Realignment Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Purchaser's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Seller shall have delivered to escrow with Closing Agent for the benefit of Purchaser a statutory warranty deed duly executed and acknowledged conveying marketable fee simple title to the Fee Parcel and the duly executed and acknowledged Stormwater Drainage Easement constituting the Stormwater Parcels to Purchaser (or Purchaser's designated assignee) free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Either the Seller has achieved Completion of the Realignment Project as set forth in the Development and Construction Agreement; or the Seller has received Purchaser's written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement;

(c) Purchaser shall have approved the status of title to the Realignment Property in accordance with Section 6 and Title Company shall be in a position to issue the Owner's Title Policy on the Realignment Property to Purchaser (or Purchaser's designated assignee) in the full amount of the mutually agreed value of the Fee Parcel and Stormwater Parcels, with all Schedule B, Part I requirements met;

(d) Seller and Purchaser shall have executed such documents as are reasonably required by Seller and Purchaser or their corresponding counsel and Title Agent to properly consummate the Closing;

(e) The representations, warranties, and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects and Seller shall sign a certificate to that effect at Closing;

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(f) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing;

(g) The Realignment Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident, or other materially adverse event that would prevent or prohibit Purchaser's intended use or development;

(h) The Realignment Property shall not have been subjected to or made a part of a homeowners or other property owners association and shall otherwise be exempt from any assessments levied under any declaration or other instrument affecting the Realignment Property; and

(i) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Purchaser's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

9. **Conditions Precedent to Seller's Obligation to Close**. Seller's obligation to sell the Realignment Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Seller's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Purchaser shall have obtained all necessary consents, board approval and acknowledgements authorizing Purchaser's performance pursuant to this Agreement and the Development and Construction Agreement and to execution of all documents as are reasonably required by Seller, Closing Agent and Title Company to properly consummate the Closing.

(b) Purchaser shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing.

(c) Purchaser shall have delivered to Closing Agent the remaining balance of the full Purchase Price and costs to be paid by Purchaser at Closing, subject to credits and debits as set forth herein.

(d) The representations, warranties, and covenants of Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects and Purchaser shall sign a certificate to that effect at Closing.

(e) Purchaser shall have executed an Assignment and Direction of Title, in the event that Purchaser has elected to direct the conveyance of the Realignment Property to an assignee.

(f) Seller may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Seller's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Purchaser.

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10. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing of the conveyances set forth in this Agreement (the "**Closing**") shall occur on the date which is thirty (30) days following the earlier of: (i) Completion of the Realignment Project as set forth in the Development and Construction Agreement ; or (ii) the date of Seller's receipt of Purchaser's written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement; or on such other date as may be agreed in writing by Seller and Purchaser. ("**Closing Date**"). The Closing shall occur at the offices of Baker & Hostetler LLP ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Parties acknowledge and agree that Purchaser's obligation to close on the Closing Date, is additionally conditioned on Seller's delivery of the mutually agreed final closing statement, executed by Seller, to Purchaser no later than five (5) business days before such Closing Date, so that Purchaser can deliver the balance of the Purchase Price and its allocated costs to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on such Closing Date; and (ii) the Closing Date shall be automatically extended to the date that is five (5) business days after Seller has delivered such closing statement to Purchaser or other date mutually agreed by the Parties.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Closing Agent the statutory warranty deed conveying fee simple marketable record title to Purchaser (or Purchaser's designated assignee) for the Fee Parcel, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). Seller shall also execute and deliver to Closing Agent the Stormwater Drainage Easements upon the Stormwater Parcels to Purchaser (or Purchaser's designated assignee), free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, lien, or other encumbrance encumbers the Realignment Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser's election, be satisfied and paid with the balance of the Purchase Price, and if the balance of the Purchase Price is insufficient to satisfy all such mortgages, liens, and other encumbrances, then the differential shall be paid by Seller to Closing Agent by the Closing, and such mortgages, liens, and other encumbrances shall be satisfied and paid with such sums paid by Seller. Seller and Purchaser agree that such affidavits, documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time. The Closing Agent shall immediately record the Deed for the Fee Parcel and the Stormwater Drainage Easements upon the Stormwater Parcels in the public records of Orange County, Florida as of Closing. Prior to such recording, Title Agent shall deliver a

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Property Information Report, evidencing that the Realignment Property, as described in the legal description of the Fee Parcel and Stormwater Parcel remains unchanged from the Title Commitment and includes no additional matters of record or encumbrances.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Realignment Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "F"** attached hereto and incorporated herein by this reference ("**Disclosure Affidavit**"). Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes, and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Fee Parcel shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees, and charges due for the Fee Parcel as of the Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share, as of the Closing Date, of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Fee Parcel. Delivery of such tax payment to Orange County along with a copy of the Deed and a request to Orange County Tax Collector to remove the Fee Parcel from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Fee Parcel are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash or other immediately available funds to the other party.

(e) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Realignment Property, in full on or before the Closing Date.

(f) Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Realignment Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy issued by Title Agent, (iii) the cost of recording the Deed, and (iv) one half (1/2) of the closing fee. Notwithstanding, the Seller shall pay for the preparation and recordation of any instruments necessary to correct title. The Closing Agent shall prepare, as a part of the closing fee, all Closing documents. Other than the aforementioned document preparation costs, and Purchaser's reimbursement to Seller of attorney's fees and professional consultants as otherwise set forth herein above as part of the Purchase Price, each party shall pay its own attorneys' fees, expert fees, and costs.

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11. **Warranties and Representations of Seller**. To induce Purchaser to enter into this Agreement and to purchase the Realignment Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Realignment Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental, or other occupancy agreements affecting the Realignment Property.

(b) There will be no tenant(s) remaining on the Realignment Property or asserting a right to possession of the Realignment Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Realignment Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding, other than from Purchaser and/or as set forth in the Realignment Plans.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Realignment Property or any portion or portions thereof or relating to or arising out of the ownership of the Realignment Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a Corporation Sole organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida; Seller has taken all the necessary action under its governing rules and the individual(s) executing this Agreement has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Realignment Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Realignment Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Realignment Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the

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Realignment Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Realignment Property, and no governmental authority has imposed any requirement that any developer of the Realignment Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Realignment Property or any part thereof. The provisions of this subsection (g) shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Realignment Property nor beneath the surface of the Realignment Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances and Seller has not received any written notice that the Realignment Property or beneath the surface of the Realignment Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances. To the best of Seller's knowledge, the Realignment Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Realignment Property. Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Hazardous Substances on the Realignment Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Realignment Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Realignment Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Realignment Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Realignment Property or other residents of the area.

(j) No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Realignment Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Seller.

(l) Seller is a United States resident or organization, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Realignment Property under Section 1445(a) of the Internal Revenue Code.

Proposed

(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) In the event that changes occur as to any of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 11, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller. In addition to the remedies of Purchaser as otherwise set forth in this Agreement, notwithstanding anything in this Agreement to the contrary, Seller shall indemnify, defend, and hold harmless Purchaser and its successors and assigns from and against any and all damages, liabilities, losses, claims, demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Seller in this Agreement. The indemnification obligations of this Section 11 shall survive Closing or the earlier termination of this Agreement.

12. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Realignment Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) In the event that changes occur as to any of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 12, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser. In addition to the remedies of Seller as otherwise set forth in this Agreement, to the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, notwithstanding anything in this Agreement to the contrary, Purchaser shall indemnify, defend, and hold harmless Seller from and against any and all damages, liabilities, losses, claims,

Proposed

demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Purchaser in this Agreement. The indemnification obligations of this Section 12 shall survive Closing or the earlier termination of this Agreement.

13. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until the Closing, Seller will keep and maintain all of the Realignment Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Realignment Property or its use. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon except as expressly authorized by Purchaser.

(b) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Realignment Property against loss from damage or destruction.

(c) At Closing, Seller will deliver full and exclusive possession of the Fee Parcel to Purchaser (or Purchaser's designated assignee) and its successors and assigns.

(d) At Closing, Seller shall transfer, assign, and convey to Purchaser (or Purchaser's designated assignee) and its successors and assigns the Stormwater Drainage Easement.

(e) From and after the Effective Date, Seller shall not: (i) offer to sell the Fee Parcel, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Fee Parcel; or (ii) transfer, lease, or convey any of the Realignment Property or enter into any agreement to transfer, lease, or convey any of the Realignment Property, unless to Purchaser.

(a) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Fee Parcel.

(b) Except as may be requested by Purchaser or required in furtherance of the Diocese Master Plan, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Realignment Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Realignment Property.

(c) Seller shall take such other reasonable actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing.

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14. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other reasonable actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

15. Defaults.

(a) Pre-Closing Default by Seller. Except where another remedy is otherwise expressly provided in this Agreement, in the event, prior to Closing, and beyond any applicable grace or cure period, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to enforce specific performance of this Agreement against Purchaser. Seller hereby waives all other remedies.

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Notice of Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 p.m. two (2) business days prior to the Closing Date. If

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the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 15 shall expressly survive Closing.

16. Risk of Loss; Condemnation. Risk of loss to the Realignment Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Realignment Property is damaged or destroyed (a "**casualty event**") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of:* (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Realignment Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Realignment Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Realignment Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

17. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to

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

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Realignment Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one (1) day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Not Executed

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

19. General Provisions.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement, together with the Development and Construction Agreement, contain the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied therein shall be of any force or effect.

(c) Purchaser may assign its interest or rights or obligations in this Agreement to another governmental authority, including but not limited to the City of Orlando, Florida, upon notice to Seller, provided, however, that such assignment shall not relieve Purchaser from any of its obligations contained herein. Seller may not assign its rights in this Agreement without the prior written consent of Purchaser.

Proposed

(d) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of Seller or Purchaser arising under this Agreement, may be assigned or delegated by either without the written consent of the other party.

(e) Time shall be calculated in the Agreement as follows:

i. All references to time are to United States Eastern Time (Orlando, Florida).

ii. When "**business day**" is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida or Seller treats as a work holiday for employees, including any day declared a work holiday for state employees by the Governor of the State of Florida, and any day the Purchaser treats as a work holiday for employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When "**calendar day**" is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

iii. To avoid ambiguity, if the word "**day**" or "**days**" are not modified by either "**business**" or "**calendar**", they shall be read as calendar day and calendar days respectively. When used in the plural, "**calendar days**" or "**business days**" shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

(f) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(g) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(h) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(i) To the fullest extent permitted by law, Seller and Purchaser knowingly, voluntarily, and intelligently waive any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort,

Proposed

statute, or any other theory. Seller and Purchaser each acknowledge that it is entering into this Agreement in part in reliance on this waiver.

(j) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(k) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

20. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

21. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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 Agreement 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 Agreement.

22. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

23. Sovereign Immunity. Purchaser is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by Purchaser, or an expansion of any applicable statutory waiver of immunity. No

PURPOSES

term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

24. **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

25. **Amendment to Agreement**. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

26. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

27. **Exhibits**. The following exhibits are attached to this Agreement:

(a) Exhibit A – Diocese Property (legal description)

(b) Exhibit B – Fee Parcel (legal description and sketch)

(c) Exhibit C – Stormwater Parcels (legal descriptions and sketch)

(d) Exhibit D – Form of Stormwater Drainage Easement

(e) Exhibit E – Title Commitment

(f) Exhibit F – Seller's Disclosure of Interests in Real Property Affidavit

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Proposed

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

WITNESSES:

Print Name: DAVID R. DEMERY

Print Name: Scott Fergerson

"SELLER"

John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 4 day of September 2026, by John G. Noonan, as Bishop of the DIOCESE OF ORLANDO, a corporation sole, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

ROBERTO DIAZ
Commission # HH 527780
Expires September 14, 2028

Proposed

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

_____
Print Name:_____

By:_____
Buddy Dyer, Chairman

Date: _____

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

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: Leslie A. Evans
Leslie A. Evans
Right of Way Counsel

Date: 9/14/2026

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

Proposed

EXHIBIT "A"

DIOCESE PROPERTY

A portion of the Southeast ¼ of Section 32 and a portion of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast ¼ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest ¼ of the Southwest ¼ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast ¼ of the Southeast ¼ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Proposed

EXHIBIT "B"

FEE PARCEL

[See attached legal description and sketch]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
		RPB	ROAD PLAT BOOK
CHD.	CHORD	P.B.	PLAT BOOK
ESMT	EASEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FJ	FINAL JUDGEMENT		
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

RICHARD D. BROWN No. 5700 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)
(NOT VALID WITHOUT SIGNATURE AND SEAL)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678 DRAWN BY: BHJ	SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION



1"=200'

CLAPP SIMMS DUDA ROAD
60.00' PUBLIC RIGHT OF WAY PER D.B. 558, PG. 541
MAINTAINED R/W PER DOC# 20240210459

SOUTH R/W LINE PER D.B. 558, PG. 541

L4 L5 L6 L3 L7

30.00' CONSTRUCTION AND DRAINAGE EASEMENT PER DOC# 20230654093

SOUTH R/W LINE PER DOC# 20240210459

Proposed

NOT PLATTED

N00°58'20"W 1183.54'

S00°58'20"E 1279.91'

NOT PLATTED

EAST LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E

NARCOOSSEE ROAD
ORANGE COUNTY ROAD 15
MAINTAINED RIGHT OF WAY-WIDTH VARIES
AS SHOWN ON CFX R/W CONTROL SURVEY
PROJECT NO. 534-243 DATED 10/17/2024

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061B PER DOC# 20230491326; DOC# 20230491342; FJ DOC# 20240107102

C1 C2 C3 C4

NT PC PT

15' CITY OF ST. CLOUD EASEMENT PER O.R.B. 8031, PG. 34

PARCEL 6.18± ACRES

S89°50'58"E 92.80'

POINT OF BEGINNING

EAST R/W LINE

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061A PER DOC# 20230491326 (FJ DOC# 20240107102)

L2 L1

SOUTH LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E

TOWNSHIP 24 SOUTH
TOWNSHIP 25 SOUTH

N89°50'58"W 1090.51'

ORANGE COUNTY
OSCEOLA COUNTY

N89°50'58"W 262.51'

32 33 5 4

POINT OF COMMENCEMENT
SE CORNER OF THE SE 1/4 OF SEC. 32, TWP. 24 S, RNG. 31 E

TRACT C
LAKE AJAY VILLAGE
A REPLAT OF TRACT C, LOTS 75, 76, 77 & 78
P.B. 6, PG. 85 (OSCEOLA COUNTY)

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

SKETCH OF DESCRIPTION

Proposed

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

EXHIBIT "C"

STORMWATER PARCELS

[See attached legal descriptions and sketches]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32 & 33, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 3	REM. EASEMENTS 4/28/2025
JOB NUMBER: 24-678	REV. LEGAL 7/28/2026

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

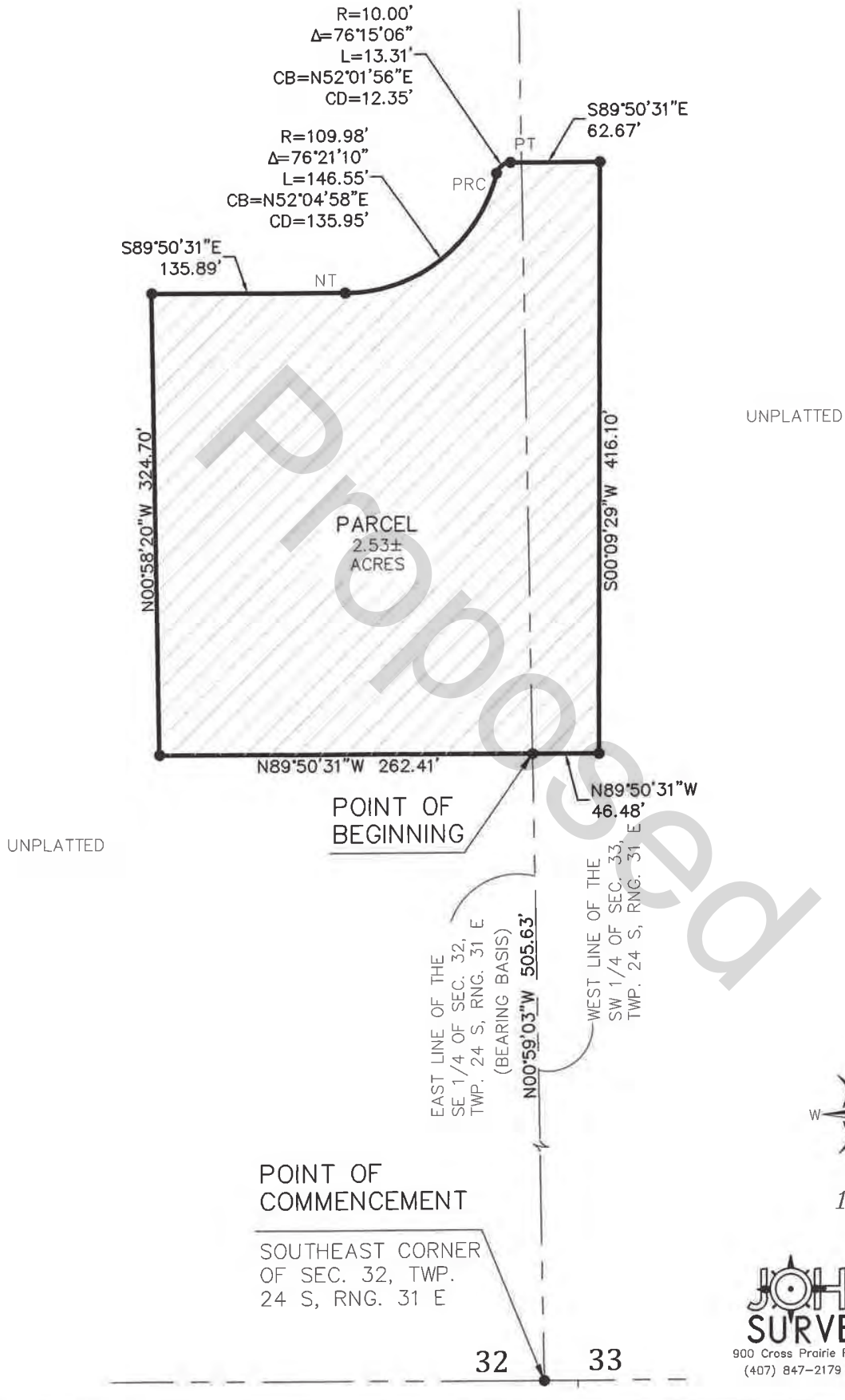
No. 5700

07/28/2026

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
	BREAK LINE	P.B.	PLAT BOOK

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

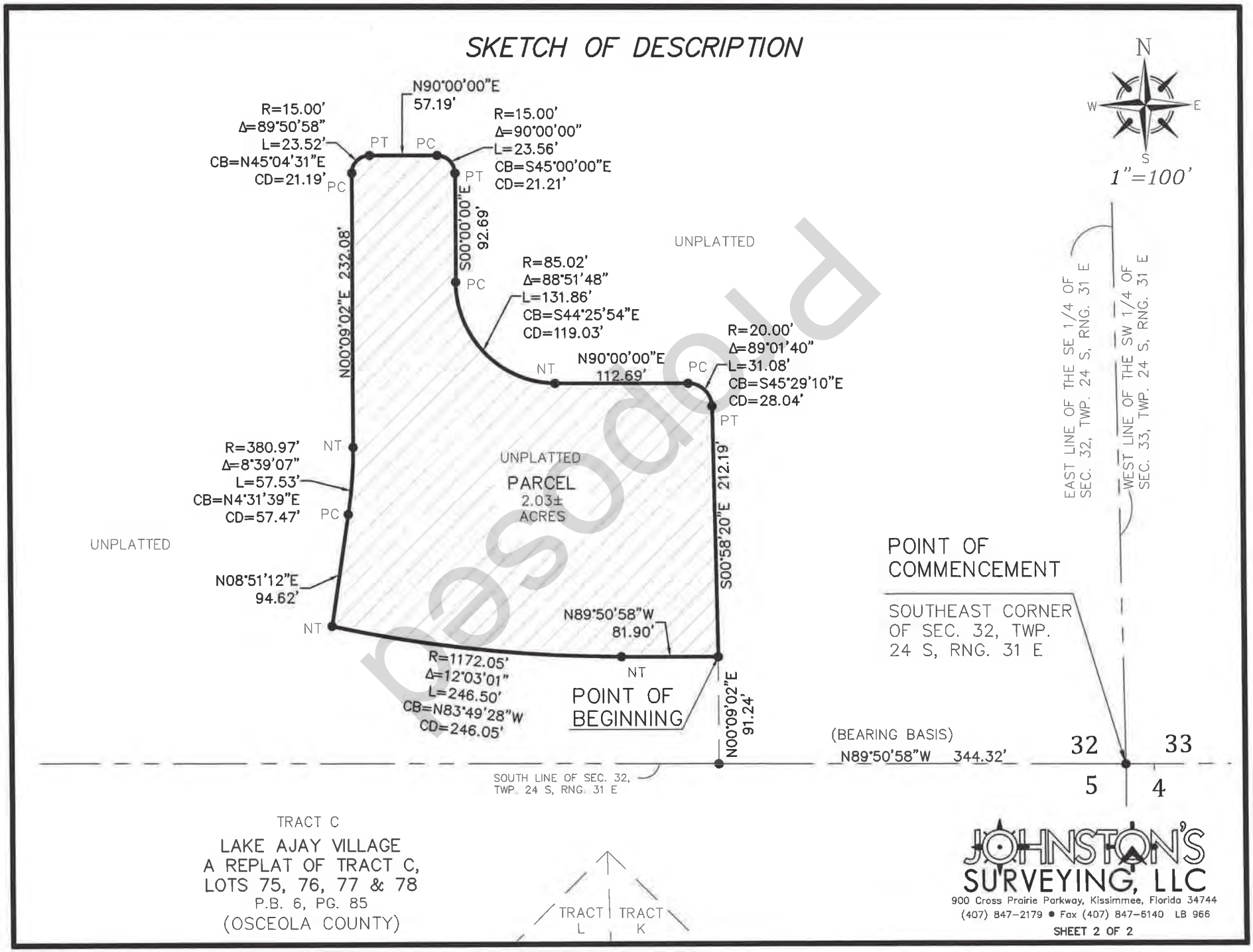
No. 5700

05/02/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
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TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

Proposed

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 1	REV. LABEL 5/19/2025
JOB NUMBER: 24-678	

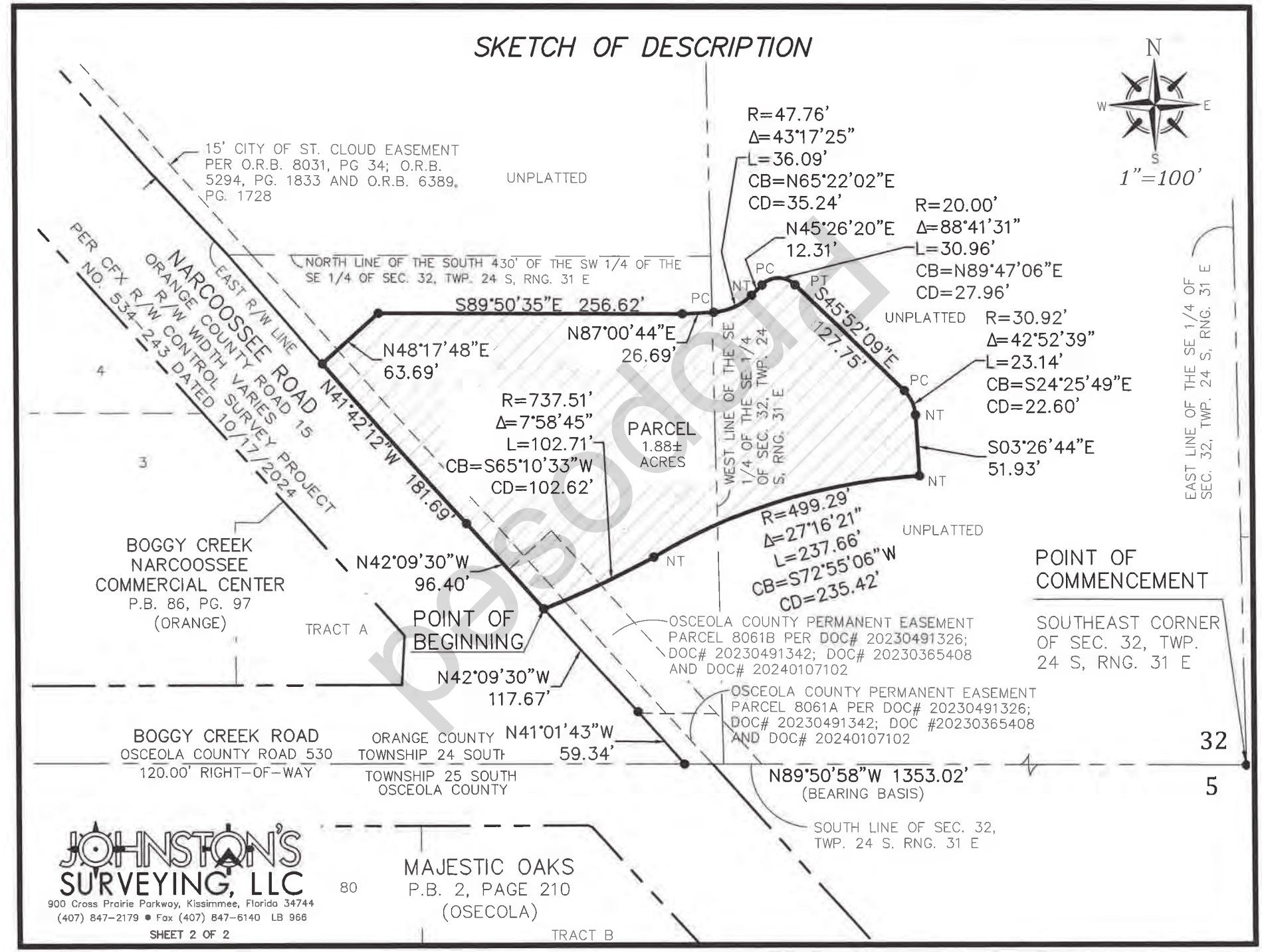
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

05/20/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

preliminary

EXHIBIT "D"

FORM OF STORMWATER DRAINAGE EASEMENT

[See attached]

Proposed

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Alberto S. Bustamante, III, Esq.
Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801
(407) 649-4000

Orange County Parcel ID: 32-24-31-0000-00-010,
Documentary Stamp Tax: $_____

Proposed

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____ (the "**Effective Date**"), by and between **JOHN G NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO**, his successors in office, a corporation sole ("**Grantor**"), whose post office address is 50 East Robinson Street Orlando, Florida 32801, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**"). (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as a "**Party**".)

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly depicted and described on **Exhibit "A"** attached hereto and incorporated herein by this reference. ("**Grantor Property**");

WHEREAS, Grantee is the owner, or is simultaneously herewith acquiring from Grantor, that certain real property located in Orange County, Florida consisting of approximately 6.18 acres, as more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Grantee Property**");

WHEREAS, Grantor has agreed to grant easements upon the Easement Property (as defined herein) in favor of the Grantee and for the benefit of the Grantee Property for the retention and detention of storm water runoff from the Grantee Property, on such terms as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties, the

Parties do hereby agree that the foregoing recitals are true and correct and shall be incorporated herein as a material part of this Agreement, and further agree as follows:

1. **Grant of Easement.**

a. Grantor hereby grants, declares, conveys, and establishes to Grantee for the benefit of the Grantee Property a non-exclusive, perpetual, continuous, uninterrupted, and permanent easement and right-of-way over, under, on, upon, across, and through the certain real property as more particularly described on **Exhibit "C"** attached hereto and incorporated by reference herein (the "**Easement Property**"), for drainage purposes, including but not limited to discharging, handling, retention, detention, receiving, storing, and treating stormwater flow from the Grantee Property and any improvements located on or within the Grantee Property, on the terms set forth in this Agreement (the "**Easement**"). The initial improvements to be located in or on the Easement Property, including the Stormwater Ponds and Drainage Improvements (each as defined in Section 2 below) shall be constructed by Grantor in accordance with the terms and provisions of the Development and Construction Agreement between the parties dated _____, 2026.

b. Except where otherwise expressly stated in this Agreement, or where context otherwise unambiguously provides:

i. all references to "**Grantor**" in this Agreement shall be deemed to include the Grantor and its assigns and successors-in-interest to the Grantor Property or any part thereof; and

ii. all references to "**Grantee**" in this Agreement shall be deemed to include the Grantee and its assigns and successors-in-interest to Grantee Property or any part thereof.

2. **Easement Rights**. Without limiting the generality of the foregoing, and without limiting any other rights that may be exercised in furtherance of the Easement, the Easement granted herein includes the right, privilege, and authority, but not the obligation, of Grantee, its agents, contractors, employees, and invitees, to:

a. discharge, convey, drain, detain, and retain stormwater runoff into, through, and within the drainage system located over, under, on, upon, across, and through the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, consisting of pipes, ditches, detention, percolation, or disposal areas and any combination of these items, together with appurtenant drainage structures (collectively, the "**Drainage Improvements**") and each of the stormwater management ponds located on, upon, or within the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, (collectively, the "**Stormwater Ponds**");

b. patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the Drainage Improvements consistent with the terms of this Easement;

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c. trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the operation of the Drainage Improvements or Stormwater Ponds;

d. ingress and egress over the Easement Property as reasonably necessary to exercise the rights granted herein;

e. select and utilize any contractors, subcontractors, and consultants when and as desired by Grantee to provide services for Grantee in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

f. commercially reasonable ingress and egress, incidental to the Easement, over those portions of the Grantor Property outside the Easement Property as are reasonably necessary for Grantee and its officers, employees, agents, representatives, consultants, contractors, and subcontractors to access the Easement Property in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

g. all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Easement for the purposes described above and in furtherance of the provisions set forth in this Agreement.

3. **Grantor's Reserved Rights**. Grantor reserves the non-exclusive right to maintain and operate the Stormwater Ponds and the Easement Property. Grantee acknowledges that Grantor may convey some or all of the Easement Property to a thirty party and that any and all such conveyances or other transfers shall be subject and subordinate to this Drainage Easement and the rights of Grantee hereunder. All Grantor's rights under this Agreement, including but not limited to this Section 3, shall be exercised in a manner that is not inconsistent with the rights of Grantee created herein; does not materially or adversely restrict, hinder, interfere with, impair, or delay, the rights of Grantee created herein or Grantee's operation, maintenance, repair, replacement, or use of the Grantee Property; or materially reduce the Stormwater Ponds' ability to treat and attenuate stormwater as defined by the applicable water management district rules.

4. **Permitted Volumes.** The volume, rate, and discharge characteristics of stormwater that Grantee is authorized to direct into the Stormwater Ponds (the "**Permitted Volumes**") shall be [_____ (*the amounts as set forth in the mutually approved Realignment Plans between Grantor and Grantee under the Development and Construction Agreement)*]. Under no circumstances will the Permitted Volumes at any time be less than the amount of runoff Grantor represented for the Easement Property to various permitting authorities in constructing anticipated improvements to the Grantor Property.

5. **Compliance**. Any and all stormwater improvements and Drainage Improvements constructed, maintained, repaired, or replaced within the Easement Property shall comply with all permits, rules, and regulations as established by applicable governmental authorities, and except as expressly set forth herein to the contrary, shall be at the sole cost and responsibility of the Grantor. No modification or alteration shall be made to the Easement Property or any of the stormwater improvements or Drainage Improvements constructed therein without the prior approval of all applicable governing authorities.

Proposed

6. **Repair and Maintenance Obligations**.

a. **Grantor's Repairs and Maintenance**. Grantor shall, at its sole cost and expense, be responsible for the operation, repair, replacement, and maintenance of the Easement Property and the Drainage Improvements and keep the same in good order, condition, and repair and in compliance with all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District. Grantor shall take any and all actions reasonably necessary to ensure the Drainage Improvements are free from obstructions and blockages.

b. **Grantee's Repairs and Maintenance**. Grantee shall have the right, but not the obligation, upon reasonable notice to Grantor (including notice after the fact in the event of a life-safety issue or other emergency), to repair and maintain the Easement Property and Drainage Improvements in good order, condition, and repair, and to cure any obstructions or blockages or material impairment of the Grantee's Easement rights.

c. **Notice and Cure**. In the event any required repair and/or maintenance hereunder is not performed by Grantor as provided in this Agreement, Grantee may deliver a notice to Grantor setting forth the maintenance or repair deficiencies, whereupon Grantor shall have fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours in the event of an emergency other than a life-safety issue. If the deficiencies are not remedied in a commercially reasonable manner within such applicable aforementioned time period, or in the event of a life-safety issue, Grantee shall have the right to undertake all reasonably necessary maintenance and repairs itself and recover from Grantor within thirty (30) days after written demand by Grantee the reasonable and actual out-of-pocket fees, costs, and expenses incurred in connection therewith, together with interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

7. **Indemnification**. To the extent applicable and permitted by law and without waiving any of the protections afforded by §768.28, Florida Statutes, each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all actions, causes of action, claims, demands, liabilities, loss, injury, damage, suits, judgments, costs, expenses whatsoever (including, without limitation reasonable attorneys' fees at trial and appellate levels) to the extent arising out of the acts or omissions of such Party's officers, staff, or employees of the rights and obligations set forth herein, except to the extent that such damage or loss results from the negligence or willful misconduct of the other Party, or its agents or employees. Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same made by amended from time to time. The provisions of this paragraph shall survive termination of the Agreement.

8. **Hazardous Materials**. The Parties covenant and agree that neither Party shall discharge into or within the Easement Property or Drainage Improvements any hazardous or toxic materials or substances prohibited or regulated under any federal, state, or local law, ordinance, rule, regulations, or permit, except in accordance with such laws, ordinances, rules, regulations, and permits.

a. Grantor shall indemnify and hold Grantee harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by Grantee to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantor or its agents, contractors, subcontractors, or suppliers or due to Grantor's breach of the provisions of this Section 7.

b. To the extent applicable and permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by the Grantor to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantee or its agents, contractors, subcontractors, or suppliers or due to Grantee's breach of the provisions of this Section 7.

9. **Term**. Unless expressly provided otherwise, the covenants, conditions, and restrictions contained in this Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter in perpetuity ("**Term**"), unless and until this Agreement is terminated by a writing executed by the authorized representatives of each of Grantor and Grantee. The Parties agree that this Agreement and the Easement may not be terminated or deemed terminated by abandonment, merger, or unity of title or possession, operation of law, or otherwise, except by written consent of both Parties as expressly set forth in this Agreement.

10. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one (1) day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Grantee: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

Proposed

and

Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Grantor: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

11. **Covenants to Run with Land**. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations granted in this Agreement are appurtenant and shall run with the land and shall be a burden on the Easement Property and the Grantor Property and create equitable servitudes in favor of the Grantee Property, and are for the use and benefit of the Grantee and all future owners of the Grantee Property, all of their respective heirs, devisees, personal representatives, successors, and assigns, and all of their respective lessees. Upon any sale or transfer of fee title to the Grantor Property or Grantee Property (or any respective part thereof), the grantor shall be relieved from any obligation or liability hereunder relating only to the extent of such transferred real property arising on or after the date of such transfer, and such obligations or liability shall be deemed assumed by its successor in title.

12. **Transferee Acceptance**. The grantee or transferee of the Grantor Property or Grantee Property or any portion thereof, by acceptance of a deed or other instrument conveying title thereto, whether from an original party or from a subsequent owner of such real property, shall accept such deed or instrument upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. The easements, covenants, conditions and restrictions in this Agreement shall be binding upon and effective against any owner of the Grantor Property or Grantee Property or part thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

Proposed

13. **Remedies**. In the event of a breach by any Party of any of the terms, covenants, restrictions or conditions of this Agreement, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement or any or all of the Easement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

14. **Miscellaneous**.

a. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

b. **Limitation on Use**. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein. The Easement shall not, in any manner, be construed as dedicating any portion of the Easement Property to public use or for public purposes, nor is it intended by Grantor to create any rights for the benefit of the general public.

c. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

d. **No Waiver**. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

e. **Time of Essence**. Time is of the essence of this Agreement.

f. **Amendments**. This Agreement and the Easement may not be terminated, amended, modified, altered, or changed in any respect whatsoever, except by the written consent of all then record owners of the Grantor Property and Grantee Property, evidenced by a document that has been fully executed and acknowledged by all such then record owners of the Grantor Property and Grantee Property and recorded in the Public Records of Orange County, Florida.

g. **No Third-Party Beneficiaries**. This Agreement, and all rights, remedies, and benefits created hereby, are solely and exclusively for the benefit of the Parties expressly identified in and that have executed this Agreement (including their assignees and successors in interest). Nothing in this Agreement, express or implied, is intended to or shall be construed to

Proposed

confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties has any right to enforce any term of this Agreement.

h. **Severability**. The provisions of this Agreement are severable. If any provision of this Agreement is, in whole or in part, held invalid or unenforceable or not to run with the land by a court of competent jurisdiction, such provision (or the invalid or unenforceable portion thereof) shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law. If such severance materially alters the benefits, burdens, or risk allocation contemplated by this Agreement, either Party may demand that the Parties promptly confer and negotiate a reasonable substitute provision that, to the extent permitted by law and reasonably practicable, most closely reflects the purpose and effect of the severed provision (or portion thereof) and substantially preserves the benefits, burdens, and risk allocation affected by such severance; provided, however, that nothing herein authorizes or requires renegotiation of any other provision of this Agreement.

i. **Governing Law; Venue**. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

j. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Grantee's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Grantee to be sued.

k. **JURY TRIAL WAIVER**. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER THEORY. GRANTOR AND GRANTEE EACH ACKNOWLEDGE THAT IT IS ENTERING INTO THIS AGREEMENT IN PART IN RELIANCE ON THIS WAIVER.

l. **Sovereign Immunity**. Grantee is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity,

Proposed

a consent to suit by Grantee, or an expansion of any applicable statutory waiver of immunity. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

m. **Construction of Agreement**. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

n. **Relationship of the Parties**. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

o. **Counterparts**. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

p. **Recordation of Agreement**. This Agreement shall be recorded by the Grantor in the Public Records of Orange County, Florida.

[Intentionally left blank; signatures are on the following pages.]

Proposed

IN WITNESS WHEREOF, Grantor and Grantee have caused this Drainage Easement to be executed as of the dates set forth below.

WITNESSES:

_____

Print Name:_____

Address:

_____

_____

_____

Print Name:_____

Address:

_____

_____

"GRANTOR"

[FORM OF AGREEMENT – DO NOT SIGN]

John G. Noonan, as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole. He is [ ] personally known to me OR [ ] produced _____ as identification.

_____

Notary Public

Printed Name:_____

Commission No.:_____

My Commission Expires:_____

Proposed

[Diocese Signature Page to Drainage Easement]

WITNESSES:

_____
Print Name:_____
Address:
_____
_____

_____
Print Name:_____
Address:
_____
_____

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

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:[FORM OF AGREEMENT – DO NOT SIGN]
Buddy Dyer, Chairman

Date: _____

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[CFX Signature Page to Drainage Easement]

Proposed

Exhibit "A"

Grantor Property

A portion of the Southeast ¼ of Section 32 and a portion of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast ¼ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest ¼ of the Southwest ¼ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast ¼ of the Southeast ¼ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West ½ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Proposed

Exhibit "B"

Grantee Property

[See attached]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
		RPB	ROAD PLAT BOOK
CHD.	CHORD	P.B.	PLAT BOOK
ESMT	EASEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FJ	FINAL JUDGEMENT		
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

RICHARD D. BROWN CERTIFICATE No. 5700 STATE OF FLORIDA REGISTERED PROFESSIONAL SURVEYOR & MAPPER

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)
(NOT VALID WITHOUT SIGNATURE AND SEAL)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678 DRAWN BY: BHJ	SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION



CLAPP SIMMS DUDA ROAD
60.00' PUBLIC RIGHT OF WAY PER D.B. 558, PG. 541
MAINTAINED R/W PER DOC# 20240210459

SOUTH R/W LINE PER D.B. 558, PG. 541

L4 L5 L6 L3 L7

30.00' CONSTRUCTION AND DRAINAGE EASEMENT PER DOC# 20230654093

SOUTH R/W LINE PER DOC# 20240210459

Proposed

NOT PLATTED

N00°58'20"W 1183.54'

S00°58'20"E 1279.91'

NOT PLATTED

EAST LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E

NARCOOSSEE ROAD
ORANGE COUNTY ROAD 15
MAINTAINED RIGHT OF WAY–WIDTH VARIES AS SHOWN ON CFX R/W CONTROL SURVEY PROJECT NO. 534–243 DATED 10/17/2024

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061B PER DOC# 20230491326; DOC# 20230491342; FJ DOC# 20240107102

C1 C2 C3 C4

NT PT PC

EAST R/W LINE

15' CITY OF ST. CLOUD EASEMENT PER O.R.B. 8031, PG. 34

PARCEL
6.18± ACRES

S89°50'58"E 92.80'

POINT OF BEGINNING

OSCEOLA COUNTY PERMANENT ESMT PARCEL 8061A PER DOC# 20230491326 (FJ DOC# 20240107102)

L1 L2

SOUTH LINE OF THE SE 1/4 SEC. 32, TWP. 24 S, RNG. 31 E
N89°50'58"W 1090.51'

TOWNSHIP 24 SOUTH
TOWNSHIP 25 SOUTH

ORANGE COUNTY
OSCEOLA COUNTY

N89°50'58"W 262.51'

32 33 5 4

POINT OF COMMENCEMENT
SE CORNER OF THE SE 1/4 OF SEC. 32, TWP. 24 S, RNG. 31 E

TRACT C
LAKE AJAY VILLAGE
A REPLAT OF TRACT C, LOTS 75, 76, 77 & 78
P.B. 6, PG. 85 (OSCEOLA COUNTY)

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

SKETCH OF DESCRIPTION

Proposed

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

Exhibit "C"

Easement Property

[See attached three (3) parcels]

Proposed

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
↯	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

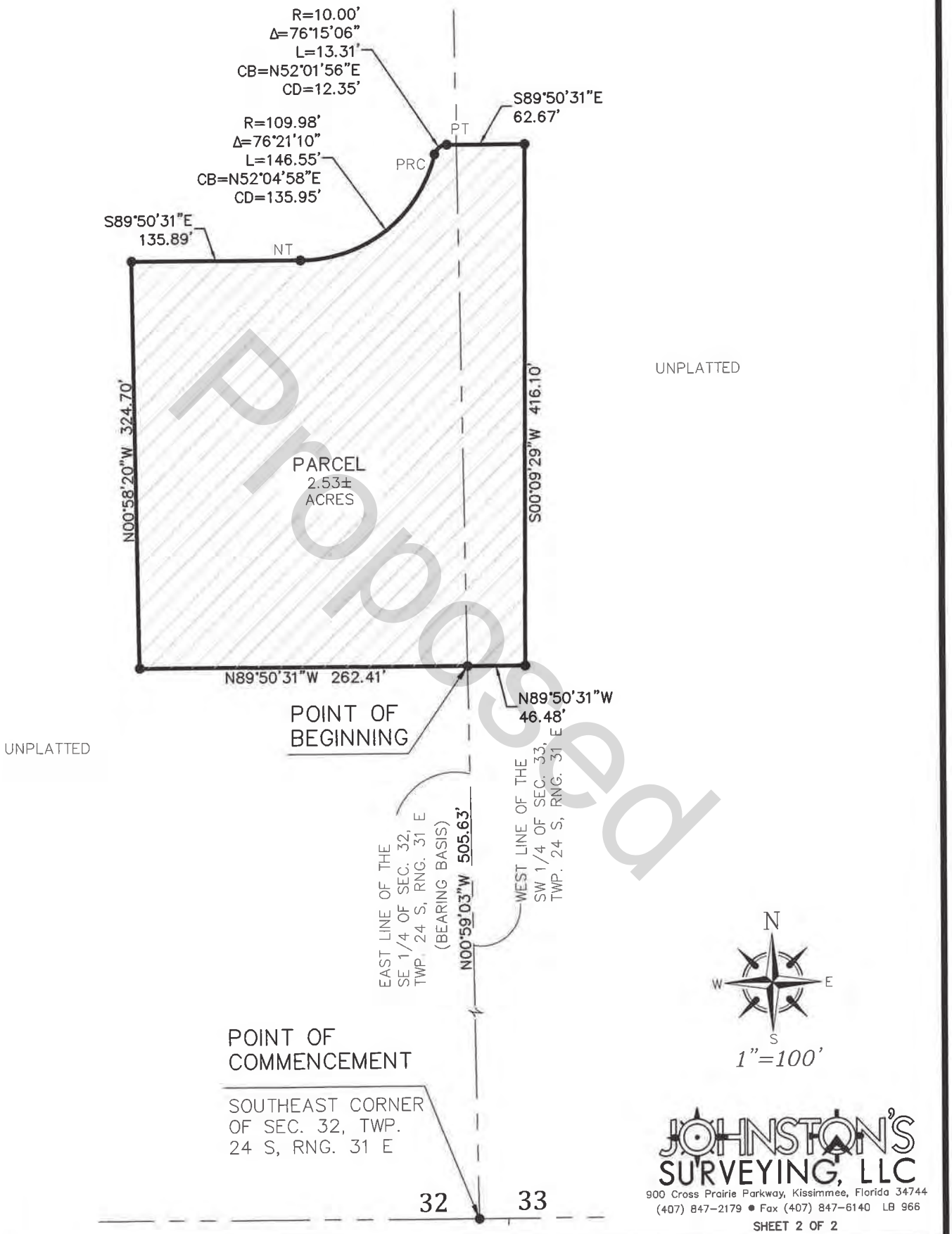
DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32 & 33, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 3	REM. EASEMENTS 4/28/2025
JOB NUMBER: 24-678	REV. LEGAL 7/28/2026

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 07/28/2026 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



Proposed

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

Proposed

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

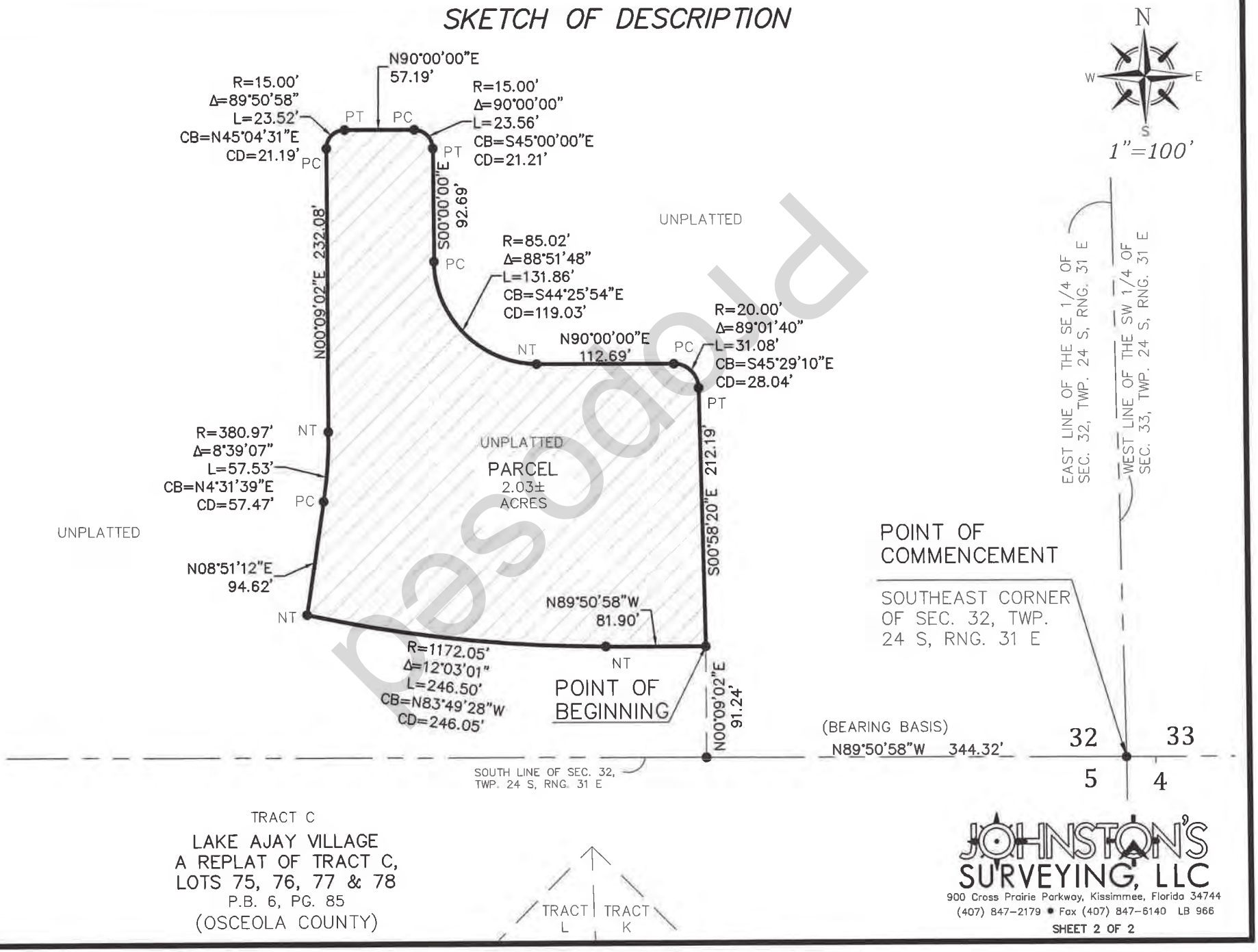
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/02/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



TRACT C

LAKE AJAY VILLAGE
A REPLAT OF TRACT C,
LOTS 75, 76, 77 & 78
P.B. 6, PG. 85
(OSCEOLA COUNTY)

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

Disapproved

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
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P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	RPB	ROAD PLAT BOOK
		P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

Proposed

REQUESTED BY: DIOCESE OF ORLANDO	
DATE OF SKETCH: 3/12/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 1	REV. LABEL 5/19/2025
JOB NUMBER: 24-678	

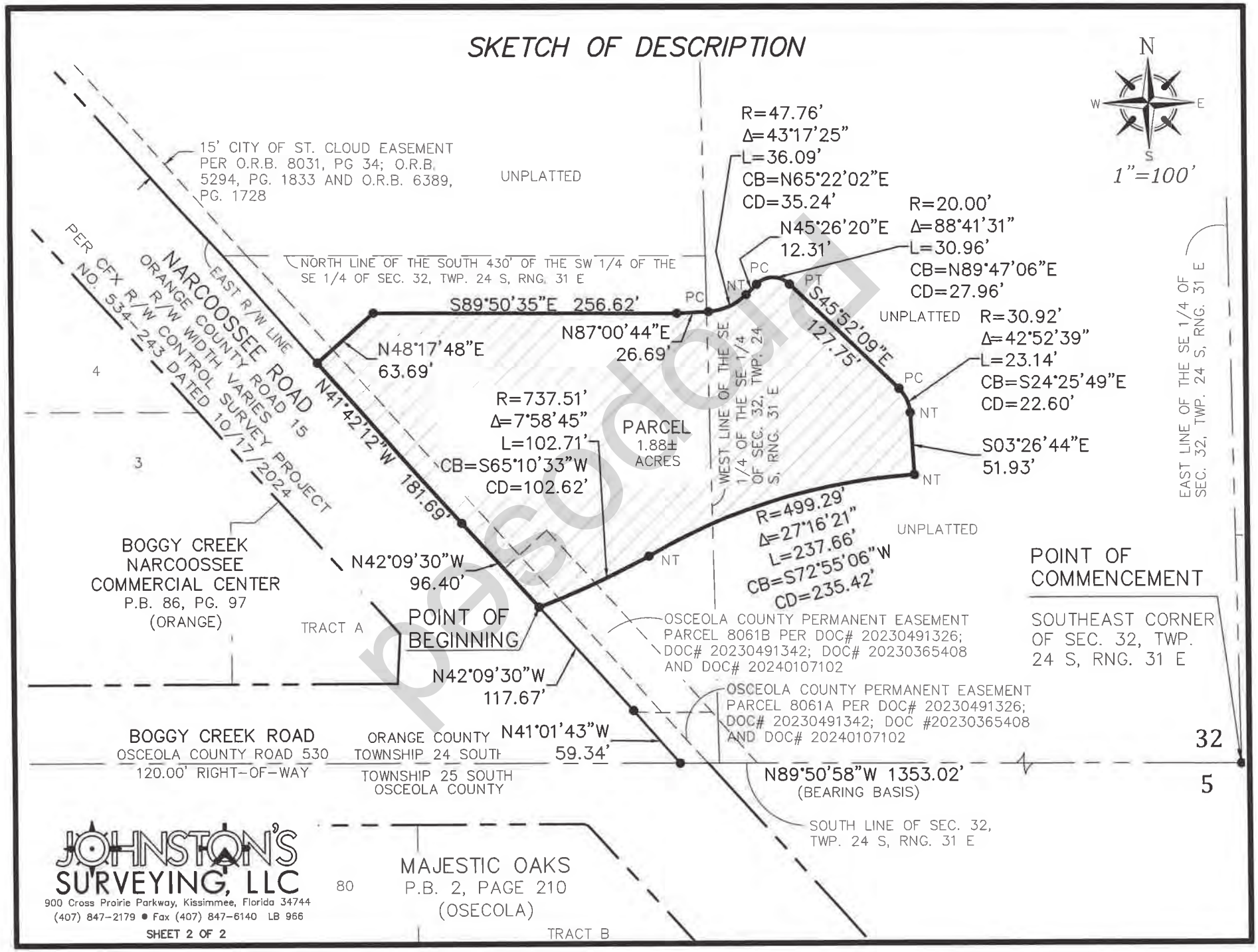
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

05/20/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

Pesoldo

EXHIBIT "E"

TITLE COMMITMENT

[See attached]

Proposed

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	**BAKER & HOSTETLER, LLP**
Issuing Office:	**200 S. ORANGE AVENUE** **SUITE 2300 ORLANDO, FL 32801**
Loan ID Number:	
Commitment Number:	**26081859 WP Examiner - William Phelps - wphelps@OldRepublicTitle.com**
Your File No.:	**058801.000886**
Property Address:	**FL**

Old Republic National Title Insurance Company
151 Southhall Lane Suite #250
Maitland, Florida 32751

Proposed

SCHEDULE A
COMMITMENT

1. Commitment Effective Date: July 13, 2026 at 8:00am

2. Policy to be issued:

   (a) 2021 ALTA OWNER'S POLICY (with Florida Modifications)
   Proposed Insured:

   Central Florida Expressway Authority

   Proposed Policy Amount: $8,002,549.00

   (b) 2021 ALTA LOAN POLICY (with Florida Modifications)
   Proposed Insured:

   N/A

   Proposed Policy Amount: N/A

3. The estate or interest in the Land described at the Commitment Date is Fee Simple and Easement.

4. The Title is, at the Commitment Date, vested in: **John G. Noonan, as Bishop of the Diocese of Orlando**

5. The Land is described as follows:

See Attached Legal Description

Issued through the Office of:
BAKER & HOSTETLER, LLP
200 S. ORANGE AVENUE
SUITE 2300
ORLANDO, FL 32801
Phone: 407-649-4000

Authorized Signature

Proposed

SCHEDULE B - I
COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Warranty Deed from John G. Noonan, as Bishop of the Diocese of Orlando, to the proposed insured.

6. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.

7. Evidence satisfactory to the Company must be furnished and recorded in the Public Records showing:

   a. Verified copy of bylaws must be checked for any provisions as to the powers of the church officers/bishops and any procedure relating to the mortgage or conveyance of property, including a review of and compliance with the By-Laws of Diocese of Orlando as to the procedures necessary to convey the title.

   b. Obtain and record appropriate Resolutions of the church consistent with the By-Laws authorizing the conveyance and specifying the duties of the Bishop who is to execute the deed, and to be attached to the deed.

   c. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of the Diocese of Orlando, a sole corporation. If the land constitutes all or substantially all of the assets of Diocese of Orlando, compliance with Chapter 617 is required.

8. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

9. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

Proposed

10. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) if any and mortgagor's herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

11. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

Note: Taxes for the year 2026 became a lien on the land January 1st although not due or payable until November 1st of said year.

Taxes for the year 2025 in the amount of $4,462.94 are Paid. Tax ID Number #32-24-31-0000-00010

Taxes for the year 2025 in the amount of $2,118.06 are Paid. Tax ID Number #33-24-31-0000-00004

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

O.R. Book 6022, Page 235, and O.R. Book 3989, Page 4183, of the Public Records of Orange County, Florida

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Orange County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

Proposed

SCHEDULE B - II
COMMITMENT

Exceptions From Coverage

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2026 and subsequent years.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Easement contained in instrument recorded at Instrument Number 20230365408 of the Public Records of Orange County, Florida
9. Easement contained in instrument recorded at Instrument Number 20230491326 of the Public Records of Orange County, Florida
10. Easement contained in instrument recorded at Instrument Number 20230491342 of the Public Records of Orange County, Florida
11. Easement contained in instrument recorded at Instrument Number 20230654093 of the Public Records of Orange County, Florida
12. Easement contained in instrument recorded at Instrument Number 20240107102 of the Public Records of Orange County, Florida
13. Easement contained in instrument recorded at Instrument Number 20240210459 of the Public Records of Orange County, Florida

Proposed

14. Easement contained in instrument recorded at Official Records Book 5294, Page 1833, of the Public Records of Orange County, Florida

15. Easement contained in instrument recorded at Official Records Book 6389, Page 1728, of the Public Records of Orange County, Florida

16. Easement contained in instrument recorded at Official Records Book 8031, Page 34, of the Public Records of Orange County, Florida

17. Easement contained in instrument recorded at Deed Book 558, Page 541, of the Public Records of Orange County, Florida

Proposed

EXHIBIT A

Fee Simple (Roadway Parcel):

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Easement (Pond 1):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of

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Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Easement (Pond 2):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Easement (Pond 3):

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.25 feet; thence N00°58'19"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.73 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central

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Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Proposed

EXHIBIT "F"

SELLER'S DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: John G. Noonan as Bishop of the Diocese of Orlando, a corporation sole (the "Seller")

SUBJECT: Partial Purchase of Orange County Parcel IDs: (i) 32-24-31-0000-00-010; and (ii) 33-24-31-0000-00-004

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

Name	**Address**
John G. Noonan In his capacity as Bishop of the Diocese of Orlando	50 E. Robinson Street Orlando, FL 32801

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

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

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

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

[Signatures on following pages]

Proposed

WITNESSES:

Print Name: Kellen A Allen

Print Name: Scott Ferguson

"SELLER"

John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 11 day of September, 2026, by John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

ROBERTO DIAZ
Commission # HH 527780
Expires September 14, 2028

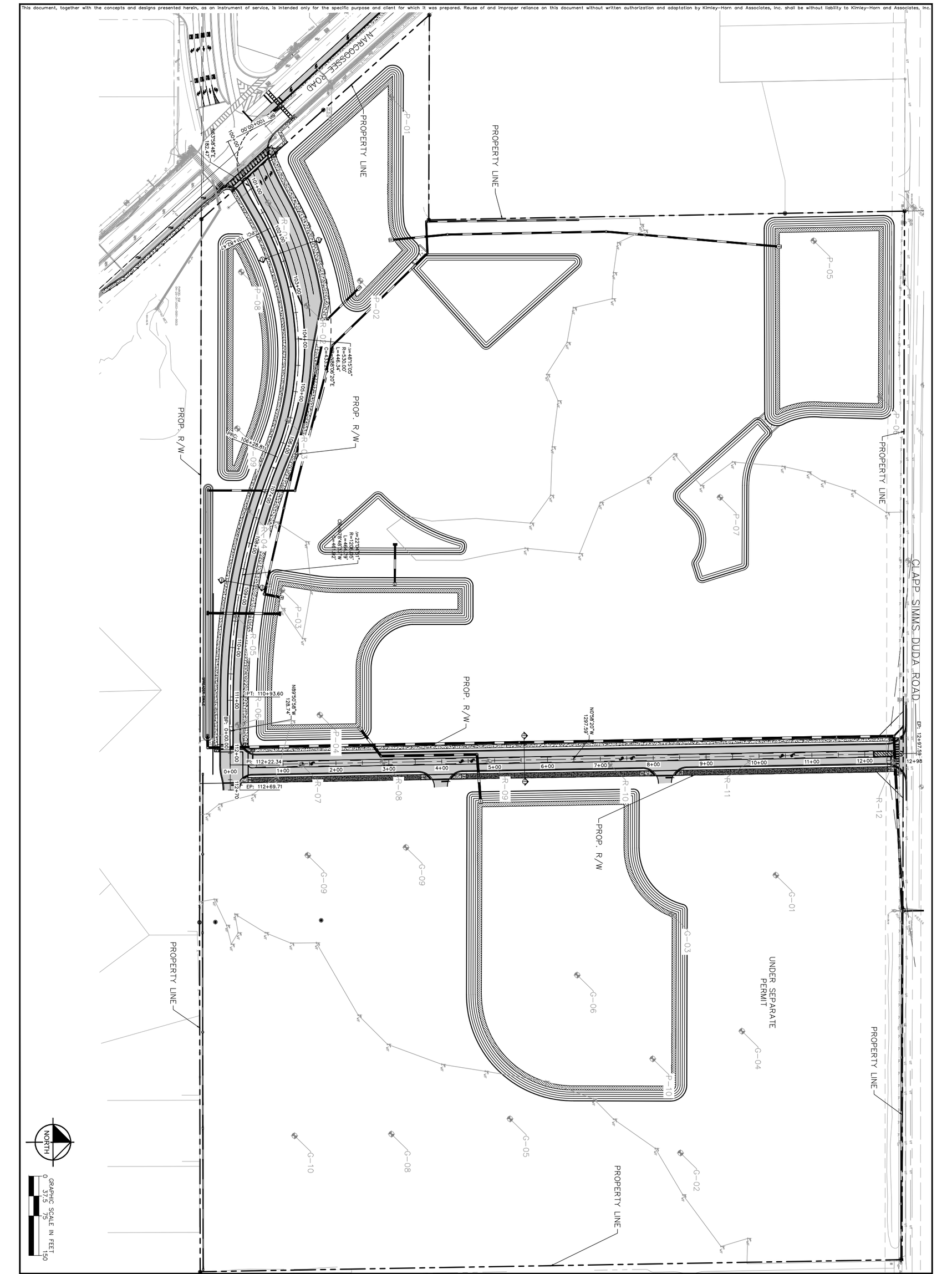
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

Proposed

[Seller's Signature Page to Disclosure of Interests in Real Property Affidavit]

Attachment C

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SOUTHERN OAKS ROADWAY & MASS GRADING

CITY OF ORLANDO FLORIDA

SHEET NUMBER C4.0

PROJECT LAYOUT

KHA PROJECT	149761004
DATE	11/21/2025
SCALE	AS SHOWN
DESIGNED BY	CAP
DRAWN BY	CAP
CHECKED BY	BAS

LICENSED PROFESSIONAL BROOKS ALLEN STICKLER P.E. FLORIDA LICENSE NUMBER 74981 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE: 11/21/2025

Kimley»Horn

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200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

No.	REVISIONS	DATE	BY
3	ORANGE COUNTY E-PERMIT COMMENTS #3	08/11/2025	JML
2	ORANGE COUNTY E-PERMIT COMMENTS REV #1	06/04/2025	JML
1	ORANGE COUNTY E-PERMIT SUBMITTAL REVISION	04/08/2025	CAP

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 24, 2026

SUBJECT: Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority for Parcel Nos. 312-1 Part A and 312-2 Part A of Project 408-312B.

This proposed Real Estate Purchase and Sale Agreement (the **"Agreement"**) between the Housing Authority of the City of Orlando (**"OHA"**) and the Central Florida Expressway Authority (**"CFX"**) provides for the sale to OHA of approximately 2.77 acres of surplus real property identified as Parcel Nos. 312-1 Part A and 312-2 Part A (the **"Property"**). The Property was declared surplus by the Board on April 10, 2025, pursuant to Resolution 2025-224.

The purchase price of $1,810,000 was determined based on an appraisal of the Property. To preserve the public interest purpose of the sale, the deed contains a restrictive covenant requiring OHA to construct affordable housing on the Property within five years after conveyance and to use the Property for affordable housing for at least five years after construction. The proposed Agreement also anticipates an extended closing period to grant OHA the opportunity to secure the funding needed to complete the purchase.

The Right-of-Way Committee recommended this item for approval at its meeting on September 23, 2026.

Board approval of the proposed Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority for Parcel Nos. 312-1 Part A and 312-2 Part A of Project 408-312B is requested.

DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600
225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com | Legal Counsel

MEMORANDUM

TO: CFX Board Members

FROM: Leslie A. Evans
Right of Way Counsel
Dinsmore & Shohl LLP

Leslie A. Evans
Leslie A. Evans (Sep 22, 2026 11:52:19 EDT)

DATE: September 24, 2026

SUBJECT: Approval of proposed Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority for the sale of surplus real property Parcel Nos.: 312-1 Part A and 312-2 Part A of Project 408-312B

Dinsmore & Shohl LLP, as Outside Counsel, seeks Board approval of the proposed Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando (**"OHA"**) and the Central Florida Expressway Authority (**"CFX"**), for the sale of CFX surplus real property to OHA.

BACKGROUND AND DESCRIPTION

Following the completion of Project 408-312B at Hicks Avenue, CFX designated Parcel Nos. 312-1 Part A and 312-2 Part B, as further described and depicted in **Attachment B** attached hereto (the "**Property**"), as surplus real property. The Property comprises approximately 2.77 +/- acres of vacant, undeveloped land. OHA desires to purchase the Property from CFX on the terms as set forth in the proposed Real Estate Purchase and Sale Agreement (the "**Agreement**") attached as **Attachment A**.

The negotiated purchase price for the Property in the proposed Agreement is One Million Eight Hundred Ten Thousand and No/100 Dollars ($1,810,000.00), the Property's fair market value pursuant to the certified appraisal report prepared by Pinel & Carpenter, Inc. (the "**Purchase Price**"). In exchange for CFX selling the Property to OHA at the Purchase Price without public bid, OHA agrees to accept title to the Property subject to:

(1) a use restriction which obligates OHA to:

(i) complete construction of affordable housing units on the Property within five (5) years after taking title to the Property; and

(ii) use the Property exclusively for affordable housing purposes for a period of five (5) years after it completes construction; and

(2) a right of first refusal ("**ROFR**") in favor of CFX which remains in effect for five (5) years after completion of construction of the affordable housing units.

The Agreement provides for the transaction to close on the date which is ninety (90) days after OHA has satisfied all of its conditions precedent necessary to purchase the Property, but no later than fifty-four (54) months after the date of the Agreement. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and OHA is responsible for its title and survey due diligence costs, the cost of the title insurance premium, and preparation and recordation of the deed and other closing documents.

The attached Agreement was recommended for Board approval by the Right of Way Committee on September 23, 2026.

REQUESTED ACTION

Approval of the proposed Real Estate Purchase and Sale Agreement between Housing Authority of the City of Orlando and the Central Florida Expressway Authority, providing for the sale of the Property to the Orlando Housing Authority at the purchase price of $1,810,000.00, and authorization for the Executive Director or designee to execute all documents necessary to complete the transaction, subject to approval of the legal descriptions by CFX's General Engineering Consultant and to any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

A. Real Estate Purchase and Sale Agreement

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project: 408-312B; Parcels: 312-1 Part A and 312-2 Part A)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Seller**") and **HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA**, a body public and politic existing under the laws of the State of Florida, whose address is 390 North Bumby Avenue, Orlando, Florida 32803, Attn: Vivian Bryant ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain real property located within Orange County, Florida consisting of: (i) Seller's Parcel 312-1 Part A containing approximately 1.654 acres and (ii) Seller's Parcel 312-2 Part A containing approximately 1.12 acres, together comprising approximately 2.77 +/- total acres of land, or 120, 661 square feet, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire the Property from Seller in accordance with the terms and conditions set forth herein.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell**

(a) Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in, to, and under the Property, together with: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, and (iii) any transferable permits, approvals, authorizations, and licenses relating to or affecting the Property, but only to the extent applicable to the Property all of the foregoing to the extent permitted by law to be conveyed, in the manner and upon the terms and conditions set forth in this Agreement.

(b) Purchaser acknowledges and agrees that, as a material condition of this transaction, the deed conveying title to the Property shall include language stating that in consideration for the sale, transfer, and conveyance of the Property to Purchaser without public bid, Seller conveys the Property to Purchaser subject to: (i) a deed restriction with a right of re-entry, substantially on such terms as are more particularly set forth in **Exhibit "C"** attached hereto

Proposed

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and incorporated herein by this reference (the "**Deed Restriction**"); and (ii) a right of first refusal for Seller to re-acquire the Property, on such terms as are more particularly set forth in **Exhibit "C"** ("**ROFR**").

(c) Purchaser agrees that such Deed Restriction and ROFR constitute a material condition of Seller's conveyance of the Property and that without this Deed Restriction and ROFR the sale of the Property to Purchaser would not be made. Purchaser further agrees not to take any action, or omit to take any action, that would cause a breach of the Deed Restriction or ROFR.

3. **Purchase Price and Method of Payment**. The purchase price to be paid by Purchaser to Seller for the Property shall be One Million Eight Hundred Ten Thousand and No/100 Dollars ($1,810,000.00) ("**Purchase Price**"). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) (the "**Deposit**") will be given to Mercantile Title Agency, Inc. ("**Escrow Agent**") within ten (10) business days of the Effective Date of this Agreement, said deposit to be paid by wire transfer to the Escrow Agent's order, which will be deposited in Escrow Agent's non-interest bearing trust account and the Deposit will be applied to the Purchase Price at Closing or otherwise disbursed as provided in this Agreement.

(b) The balance of the Purchase Price, together with any additional funds as may be necessary to pay Purchaser's share of closing costs and prorations hereunder, shall be paid by Purchaser to Escrow Agent by wire transfer of immediately available funds at Closing (as hereinafter defined).

(c) Purchaser and Seller acknowledge and agree that the above-stated Purchase Price based on an appraisal of the Property will be held by Seller through and until the initial outside Closing Date stated in **Section 8(a)** below so to allow Purchaser to close on its purchase of the Property by the Closing Date on the terms set forth in this Agreement. The above-stated Purchase Price will expire and be of no further force or effect as of 5:00 p.m. Eastern Time on such initial outside Closing Date. Any extension of the Closing Date shall require an updated fair market value appraisal of the Property by a licensed appraiser selected in Seller's sole discretion, with such valuation being current as of the new Closing Date, and in any event the date of valuation shall be no earlier than the initial outside Closing Date set forth in this Agreement, and the updated fair market value of the Property stated in the updated appraisal report shall then constitute the Purchase Price for the Property.

4. **Survey and Title Matters**.

(a) Survey. Unless otherwise waived by Purchaser in writing, Purchaser shall, at its expense, cause a boundary survey (the "**Survey**") to be prepared within ninety (90) calendar days after the Effective Date. The Survey shall be prepared by a registered surveyor licensed in the State of Florida (the "**Surveyor**"). If Purchaser elects to obtain a Survey, the Survey: (i) shall be currently dated; (ii) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in **Exhibit "A"** attached hereto; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way;

In Progress

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(iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Escrow Agent, and Title Company (as defined below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey. Any matters revealed by the survey to which Purchaser objects pursuant to the provisions of subsection (c) below shall be considered title objections and treated pursuant to the provisions of subsection (c) below.

(b) Title Insurance

i. Unless otherwise waived by Purchaser in writing, within thirty (30) calendar days after the Effective Date, Seller, at Purchaser's sole cost and expense, shall cause a national title company, reasonably acceptable to Seller and Purchaser (the "**Title Company**") to issue a title insurance commitment ("**Title Commitment**") covering the Property. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued (the "**Title Policy**").

ii. Seller shall furnish to Purchaser together with the Title Commitment true, correct, and legible copies of all documents referenced therein as exceptions to title or hyperlinks for downloading thereof. The Title Commitment will initially be based on the legal description of the Property as set forth in **Exhibit "A"** attached hereto. After the parties have approved the legal description contained on the Survey, if different, Seller shall issue an update or endorsement to the Title Commitment based on the Survey legal description, whereupon Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement.

(c) Title and Survey Objection. Purchaser shall have a period of thirty (30) calendar days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Inspection Period described in Section 5 below), to deliver in writing such objections as Purchaser may have to anything contained or set forth on the Survey or in the Title Commitment, which matters shall be referred to herein as "**Title Defects**" (the "**Objection Notice**"). If no Objection Notice is delivered by Purchaser to Seller within said period, the Title Commitment and Survey shall be deemed to be approved by Purchaser and Purchaser shall take title at Closing subject to such matters reflected therein. Any matters set forth in Schedule B -- Section II of Title Commitment or in the Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". On or before thirty (30) calendar days following Seller's receipt of the Objection Notice, if any, Seller shall notify Purchaser in writing of any matters set forth in the Objection Notice which Seller intends to cure. Seller's failure to timely deliver the foregoing notice shall be deemed Seller's election not to cure any of the matters set forth in the Objection Notice. If Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), Purchaser's objections within thirty (30) business days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole

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and exclusive remedy, terminate this Agreement by providing written notice of termination to Seller within ten (10) calendar days after the expiration of Seller's Cure Period, whereupon this Agreement will be terminated, the Deposit will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnities of Seller as provided in this Agreement. If Purchaser fails to terminate this Agreement within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment and Survey which have not been cured, with all such matters being deemed "Permitted Exceptions" for the purposes hereof.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Inspection Period and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this **Section 4** shall have arisen (each a "**New Defect**"), unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's Title Policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. Purchaser shall notify Seller within ten (10) business days after Purchaser becomes aware of any such New Defect, and if Purchaser does not notify Seller of any objection within such ten (10) business day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing without any credit or reduction in the Purchase Price as a result of such New Defect. If Purchaser properly and timely notifies Seller of any New Defect, then either Purchaser or Seller shall have the right upon written notice to extend the Closing Date by thirty (30) calendar days to permit Seller to cure such New Defect and Seller shall use its good faith efforts to cure such New Defect prior to the Closing unless said New Defect was caused by an action or inaction of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than $30,000.00 or commence any legal proceeding in order to effect a cure, unless such New Defect is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such New Defect. If Seller is unable or elects not to cure such New Defect, then Purchaser's sole rights shall be to either terminate this Agreement prior to the Closing Date as the same may be extended as provided herein, in which event the Deposit shall be returned to Purchaser, or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Inspection Period.

(a) Purchaser shall have one hundred eighty (180) calendar days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's use or development. In the event Purchaser extends the Inspection Period pursuant to this Section 5, all references in this Agreement to the Inspection Period shall be deemed to mean the Inspection Period as extended.

(b) During the Inspection Period, Purchaser may, in Purchaser's sole discretion and at Purchaser's expense, perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not limited to investigating the physical and economic feasibility of developing the Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and investigation of all applicable

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building, zoning, environmental, and other codes, ordinances, statutes, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

(c) Within twenty (20) business days after the Effective Date, Seller shall deliver to Purchaser copies of any surveys, studies, investigations, tests, leases, licenses, title insurance policies, permits, easements, environmental reports and audits, and other similar documents or materials in Seller's possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**"). All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires. All such documents and materials shall be delivered without representation or warranty by Seller.

(d) Purchaser and its agents, employees, and contractors shall at all times during the Inspection Period have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser's use or development. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense.

(e) Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 5, in the event Purchaser does not acquire same.

(f) Prior to entering the Property, Purchaser shall deliver to Seller, and Purchaser shall cause its agents, representatives, and contractors performing any inspection to deliver to Seller, a certificate evidencing commercial general liability insurance coverage against injury, including death, and property damage with a limit of not less than Two Million and No/100 Dollars ($2,000,000.00) and naming Seller as an additional insured.

(g) To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this **Section 5**, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses relate solely to the discovery of a pre-existing condition on the Property or

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are caused by the Seller's gross negligence or willful misconduct. The foregoing provision shall survive Closing or any termination of this Agreement.

(h) At any time prior to the expiration of the Inspection Period, as it may be extended in accordance with the terms of this Agreement, Purchaser may elect to terminate this Agreement by furnishing written notice thereof to Seller if Purchaser determines, in its sole discretion, that it is not desirable or feasible to use or develop the Property or that it is not satisfied as to any other matter set forth in **Section 5(b)** above, or any other matter(s) which Purchaser deems relevant, and in such event the Deposit shall be refunded in full to Purchaser, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement.

6. Conditions Precedent to Purchaser's Obligation to Close

(a) Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Purchaser's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

i. Seller shall have delivered to the Escrow Agent a quit claim deed duly executed conveying any and all real property interest Seller has in and to the Property to Purchaser, subject to the Deed Restriction and Permitted Exceptions, in the form attached hereto as **Exhibit B**;

ii. Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property in accordance with the provisions of **Section 5**;

iii. There shall be no material adverse change in the physical condition of the Property from the conditions existing at the expiration of the Inspection Period, normal wear and tear excepted;

iv. Seller shall have executed and delivered to the Closing Agent such documents as are reasonably required by Purchaser or the Title Company to properly consummate the purchase and sale of the Property as contemplated in this Agreement; and

v. Purchaser shall have obtained, or Seller shall have provided to Purchaser, a recent (dated no older than one (1) year prior to the Effective Date of this Agreement) Phase 1 environmental report on the Property and, if necessitated by the results of the Phase 1 environmental report in Purchaser's reasonable discretion, a Phase 2 environmental report on the Property. If:

(1) the Phase 1 environmental report identifies a potential outstanding environmental issue on the Property, then Purchaser shall, within sixty (60) days after its receipt of the Phase 1 environmental report, deliver written notice to Seller either: (i) providing proof of its purchase order of a Phase 2 environmental report on the Property; (ii) accepting the environmental condition of the Property as described in the Phase 1 environmental report; or (iii) terminating this Agreement, forfeiting the return of its Deposit; provided, however, that if Purchaser delivers its written notice of

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termination to Seller prior to the expiration of the Inspection Period, then Purchaser shall receive a return of its Deposit, subject to deduction for the total costs of the Phase 1 environmental report if paid by Seller plus an administrative fee of ten percent (10%) of such costs, which amounts shall be disbursed by Escrow Agent to Seller upon Escrow Agent's receipt of invoice(s) from Seller; and

(2) the Phase 2 environmental report identifies an outstanding environmental issue on the Property that remains unresolved, then Purchaser shall, within sixty (60) days after its receipt of the Phase 2 environmental report, deliver written notice to Seller either: (i) accepting the environmental condition of the Property as described in the Phase 2 environmental report; or (ii) terminating this Agreement and forfeiting the return of its Deposit; provided, however, that if Purchaser delivers its written notice of termination to Seller prior to the expiration of the Inspection Period, then Purchaser shall receive a return of its Deposit, subject to deductions for the total costs of the Phase 1 and Phase 2 environmental reports if paid by Seller plus an administrative fee of ten percent (10%) of such costs, which amounts shall be disbursed by Escrow Agent to Seller upon Escrow Agent's receipt of invoice(s) from Seller.

If Purchaser fails to obtain the Phase 1 environmental report and the Phase 2 environmental report (if such Phase 2 environmental report is desired by Purchaser) within one (1) year following the Effective Date of this Agreement, then Seller shall have the right, but not the obligation, to obtain such Phase 1 environmental report and/or the Phase 2 environmental report (if desired by Purchaser) at Purchaser's expense, and the total costs of the Phase 1 and Phase 2 environmental reports incurred by Seller shall be paid by Purchaser to Seller at Closing; and if Purchaser fails to close, then Seller shall retain all rights to such reports and Purchaser shall forfeit and waive any and all rights to the reports. Otherwise, if Purchaser fails to obtain the Phase 1 environmental report within three (3) years following the Effective Date of the Agreement, or if Purchaser fails to notify Seller as required in **Section 6(a)(v)(1)** or **Section 6(a)(v)(2)**, then Purchaser shall be deemed to have waived the Purchaser's Condition to Close set forth in this **Section 6(a)(v)**; and

vi. Purchaser shall have obtained the funds necessary for Purchaser to pay the balance of the Purchase Price, subject to deductions and credits as set forth in this Agreement, at the Closing, and shall have provided commercially reasonable written evidence of such funds, whether in the form of a bond, grant, loan, or otherwise, to Seller no later than sixty (60) days prior to the Closing Date, with such written evidence of funds in such form as reasonably acceptable to Seller.

vii. Purchaser may at any time or times on or before Closing, at its election, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(b) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Escrow Agent shall return to Purchaser the Deposit within ten (10) business days after its receipt of such

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termination notice from Purchaser; or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchase Price.

7. **Conditions Precedent to Seller's Obligation to Close**. Seller's obligation to sell the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Seller's Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Purchaser shall have delivered to the Escrow Agent the Purchase Price as set forth in **Section 3(b)** above, including any necessary additional funding as set forth on the final settlement statement; and

(b) Purchaser shall have executed and delivered to the Closing Agent all documentation necessary or required by Seller or the Title Company to complete the purchase and sale of the Property as contemplated in this Agreement.

8. **Closing Date and Closing Procedures and Requirements**.

(a) Closing Date. The closing (the "**Closing**") shall occur at 3:00 p.m. on the date which is ninety (90) calendar days after the date in which all Purchaser's Conditions to Close have been satisfied or waived, but in any event no later than the date which is fifty-four (54) months following the Effective Date of this Agreement, unless the parties otherwise agree in writing as to an earlier time and date ("**Closing Date**"). The Closing shall occur at the Orlando, Florida office of Dinsmore & Shohl LLP/Mercantile Title Agency, Inc. ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as Escrow Agent. Purchaser hereby waives any objection to Closing Agent's representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying all of Seller's interest in and to the Property to Purchaser, subject to the Deed Restriction, ROFR, and Permitted Exceptions ("**Deed**"). Seller and Purchaser agree that such documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing.

(c) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property, if any, shall be prorated as of the Closing Date between Seller and Purchaser. To the extent applicable, if real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential to the other party.

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(d) Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) title search fees for the Title Commitment and title insurance premium for a Title Policy to be issued by the Title Company with coverage equal to the Purchase Price, (iii) the cost of recording the Deed, and (iv) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Purchaser's sole expense, all Closing documents. Seller shall pay the costs of preparation and recordation of any instruments necessary to correct title. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is true and correct as of the Effective Date and which shall be true and correct at the Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That (i) Seller has full right and authority to enter into this Agreement pursuant to its organizational documents; (ii) each individual executing this Agreement on behalf of Seller is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Seller, enforceable in accordance with its terms;

(b) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party.

10. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is true and correct as of the Effective Date and which shall be true and correct at the Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That (i) Purchaser has full right and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement; (ii) each individual executing this Agreement on behalf of Purchaser is an agent of Purchaser authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms;

(b) That the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

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To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and notwithstanding anything in this Agreement to the contrary, Purchaser does and shall indemnify, defend, save, and hold harmless Seller from and against any and all causes of action, losses, claims, damages, liabilities, and all costs and expenses, attorney fees and court costs, fees and costs and all other expenses related to or arising from any breach of any representation or warranty of Purchaser set forth above.

11. AS IS Acceptance.

(a) Except as otherwise expressly set forth in this Agreement, Purchaser acknowledges and agrees that Purchaser unconditionally accepts the Property in its existing condition as of the Effective Date, "AS IS," "WHERE IS", and "WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and, Seller has no obligation to determine or correct, or to compensate Purchaser for, any such facts, circumstances, conditions, or defects, and Purchaser acknowledges and agrees that this unconditional acceptance by Purchaser constitutes a material condition of Seller's conveyance of the Property and that without this unconditional acceptance, the sale of the Property would not be made, and that Seller is and will be under no obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Property.

(b) Purchaser acknowledges and agrees that as of the Closing Date, Purchaser has thoroughly investigated and thoroughly inspected the Property and is familiar and satisfied with all aspects of the physical condition of the Property and has made its own determination as to the value, marketability, merchantability, profitability, habitability, quantity, quality, and condition of the Property, including, without limitation, the possible presence of hazardous substances at, in, on, under, or about the Property and the Property's suitability or fitness for any particular purpose or use. Purchaser assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property, and hereby releases Seller from, and disclaims any claims relating to, conditions on, or facts or circumstances affecting, the Property that are not addressed in express warranties and representations of this Agreement.

(c) Purchaser acknowledges and agrees that neither Seller nor its employees, agents, contractors, consultants, or representatives has made any written, oral, implied, or other statements, representations, or warranties as to the Property or its environmental or physical condition upon which Purchaser has relied and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made.

(d) PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF EVERY KIND AND CHARACTER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (OTHER THAN AS MAY BE SET FORTH IN THE QUIT CLAIM DEED DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, OR ANY OTHER MATTER OR THING

For Signature

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RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER, OR UTILITIES (PUBLIC OR PRIVATE), THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER, OR ABOUT THE PROPERTY.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform in good faith such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or Closing Agent to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to materially comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled, as Purchaser's sole and exclusive remedy, upon giving written notice to Seller as herein provided, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser. Purchaser hereby waives all other remedies. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser materially fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller, in Seller's sole discretion, shall be entitled to, as Seller's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Purchaser; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Purchaser, the Deposit shall be returned to Purchaser as liquidated damages; or (ii) upon giving written notice to Purchaser as herein provided, to terminate this Agreement and retain the Deposit as liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be difficult or impracticable to ascertain. Therefore, the parties acknowledge that retention of the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages. The parties agree that such liquidated damages do not constitute a penalty. Notwithstanding anything to the contrary contained in this Agreement, in the event Purchaser fails to deliver to Seller written evidence of funding

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within sixty (60) days prior to the Closing Date as required by **Section 6(a)(vi)**, then in addition to Seller's remedies as set forth above, Seller shall have the right, but not the obligation, upon written notice to Purchaser, to: (i) extend the outside Closing Date by an additional one (1) year (or earlier time period if agreed in writing by Seller and Purchaser); (ii) obtain an updated fair market value appraisal of the Property as set forth in **Section 3(c)** above; and (iii) require Purchaser to pay to Escrow Agent on or before the initial Closing Date set forth in this Agreement an additional escrow deposit of Twenty-Five Thousand and No/100 Dollars ($25,000.00), which sum together with the initial escrow deposit shall constitute the "Deposit".

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party written notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have thirty (30) days from the date such notice of default is given to cure the default, or until 5:00 p.m. on the day which is two (2) business days prior to Closing Date, whichever occurs first. If the defaulting party cures the default within the aforementioned cure day period, it shall not incur any liability to the other party as a result of the default. If the party fails to materially cure the default to the other party's reasonable satisfaction within such period, then such default shall constitute a material default of such party for purposes of subsections (a) and (b) herein. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this **Section 13** shall expressly survive Closing.

14. Risk of Loss. If any of the Property is damaged or destroyed by a casualty (a "casualty event") prior to Closing, other than damage or destruction caused by or arising from the negligence or act or omission of Purchaser or its employees, agents, contractors, or representatives, then, within three (3) business days following the day when Seller has actual notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of:* (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, in which event Seller and Purchaser shall be relieved and discharged from any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing. If Purchaser fails to give Seller written notice of its election within the earlier of the time periods set forth in (i) and (ii) above, then Purchaser will be deemed to have elected option (b) above. If such casualty event is caused by or arises from the negligence or act or omission of Purchaser or its employees, agents,

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contractors, or representatives, then Purchaser shall proceed to Closing with no adjustment in the Purchase Price and no right to receive a closing credit or assignment of insurance proceeds.

15. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker, or finder claiming to have been engaged by Seller. Within the limits of Section 768.28, Florida Statutes, if Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain mutually agreeable legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain mutually agreeable legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

16. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided

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that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email or read receipt, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

Seller: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

Dinsmore & Shohl LLP
Attn: Leslie A. Evans, Esq.
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Purchaser: Housing Authority of the City of Orlando
Attn: President/CEO
390 North Bumby Avenue
Orlando, Florida 32803
Email:

Copy to: DarrowEverett LLP
201 East Kennedy Boulevard, Suite 600
Tampa, Florida 33602
Email: rgilmore@darroweverett.com

Proposed

17. **General Provisions**.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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(c) Subject to the limitations on assignment, delegation, and transfer set forth in this Agreement, this Agreement shall be binding upon, and inure solely to the benefit of, the Parties expressly identified in and that have executed this Agreement and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties shall have any right to enforce any term of this Agreement.

(d) Time is of the essence of all obligations in this Agreement.

(e) The Parties acknowledge and agree that each Party has entered into this Agreement in material reliance upon the identity, qualifications, expertise, experience, integrity, and responsibility of the other Party, and that the identity of each Party is a material inducement to entering into this Agreement. The rights and obligations under this Agreement are, therefore, of a special and unique nature. Except as otherwise expressly permitted in this Agreement, neither Party shall sell, transfer, assign, delegate, or otherwise dispose of this Agreement (whether in whole or in part), or any obligation, duty, responsibility, right, title, or interest arising under or in connection with this Agreement, without the prior written consent of the other (which consent may be withheld in such other Party's sole and absolute discretion). Any attempted assignment without such prior written authorization shall be void and of no force or effect. No assignment shall relieve the assigning Party of its obligations absent a written novation executed by the non-assigning Party.

(f) Time shall be calculated in the Agreement as follows:

i. All references to time are to United States Eastern Time (Orlando, Florida).

ii. When **"business day"** is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida or Seller treats as a work holiday for employees, including any day declared a work holiday for state employees by the Governor of the State of Florida, and any day the Purchaser treats as a work holiday for employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When **"calendar day"** is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

iii. To avoid ambiguity, if the word **"day"** or **"days"** are not modified by either **"business"** or **"calendar"**, they shall be read as calendar day and calendar days respectively. When used in the plural, **"calendar days"** or **"business days"** shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

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(g) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(h) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(i) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(j) To the fullest extent permitted by law, each Party knowingly, voluntarily, and intelligently waives any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort, statute, or any other theory. Each Party acknowledges that it is entering into this Agreement in part in reliance on this waiver.

(k) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(l) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

(m) No remedy conferred by this Agreement is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedies available under this Agreement or at law or in equity. No single or partial exercise of any right or remedy by any Party shall preclude any other or further exercise thereof.

18. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary.

19. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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 Agreement 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 Agreement.

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20. **Attorneys' Fees**. Each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, drafting, execution, administration, performance, enforcement, or interpretation of this Agreement, and in any claim, action, proceeding, or dispute arising out of or related to this Agreement, whether at trial, on appeal, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute resolution forum. No prevailing-party entitlement to attorneys' fees or costs shall arise under or with respect to this Agreement. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim..

21. **Sovereign Immunity.** Each Party is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by either Party, or an expansion of any applicable statutory waiver of immunity. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

22. **Counterparts and Electronic Signatures**. This Agreement may be executed in one or more counterpart copies, including digital and electronic signatures, which together shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document which taken together shall constitute one and the same instrument.

23. **Amendment to Agreement**. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Seller does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Seller, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Seller's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller executes this Agreement.

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

Proposed

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IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on the dates set forth below.

"SELLER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By: Leslie A Evans
Leslie A. Evans
Right of Way Counsel

Date: 9/15/2026

Proposed

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

"PURCHASER"

HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA, a body public and politic existing under the laws of the State of Florida.

By: Vivian Bryant
Print Name: Vivian Bryant
Title: President/CEO
Date: 9/11/2026

Proposed

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

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EXHIBIT "A"

PROPERTY

[See attached diagrams]

Proposed

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
PART A

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, run North 89°49'50" West, a distance of 142.62 feet; thence North 00°09'30" East, a distance of 147.89 feet; thence North 03°33'56" East, a distance of 379.72 feet; thence North 44°13'49" East, a distance of 43.33 feet; thence South 86°23'42" East, a distance of 83.28 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°32'39" East along said Easterly Limited Access Right of Way line, a distance of 553.14 feet to the POINT OF BEGINNING.

Containing 1.654 acres, more or less.

Not to be used for conveyance

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
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 12/02/2024 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 4 FOR LEGEND
SEE SHEET 4 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 08, 2025		
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		
DEWBERRY PROJECT NO.	50088264		
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 BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-1

SCALE: N/A

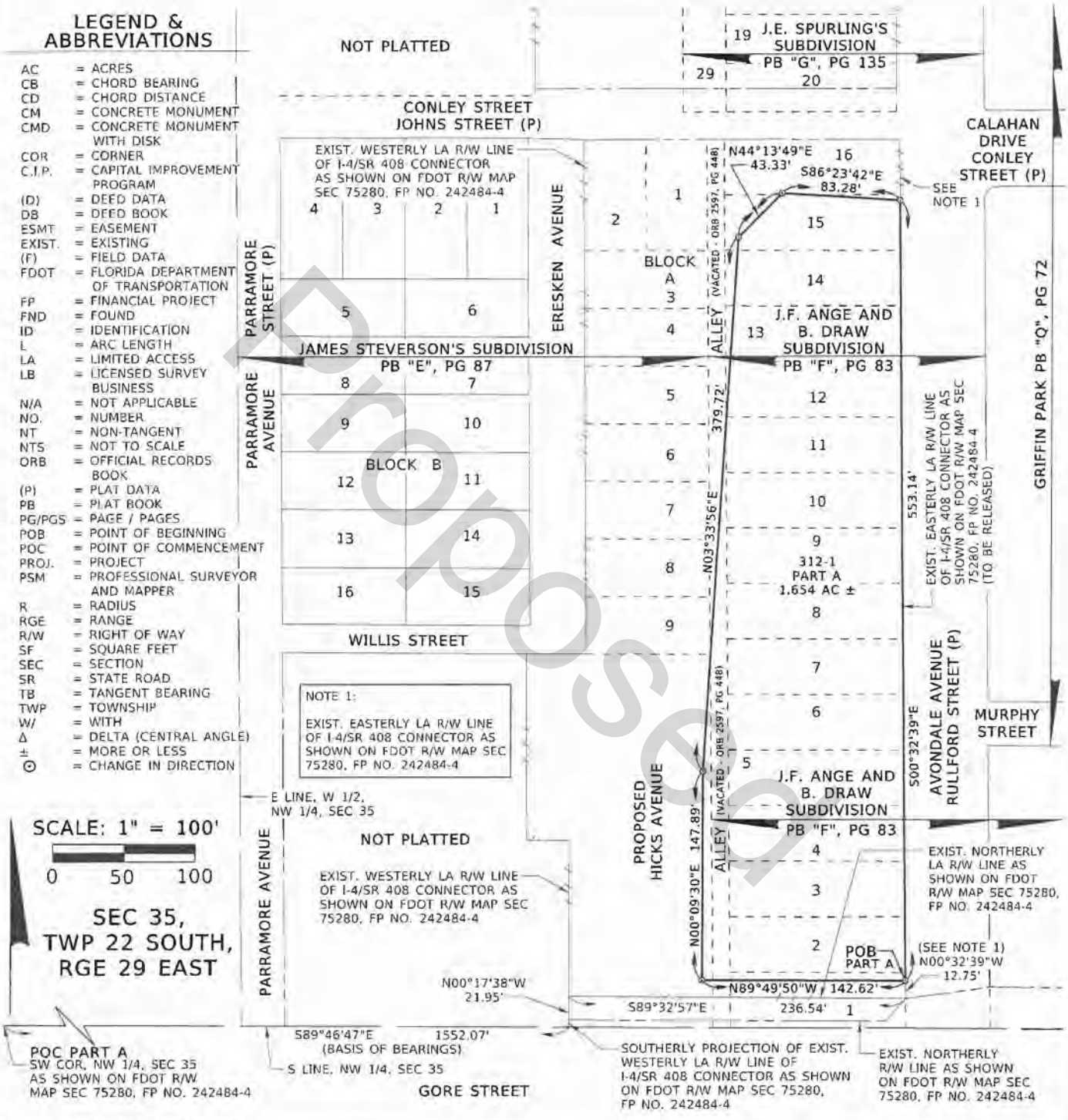
SHEET 1 OF 6

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
CB	= CHORD BEARING
CD	= CHORD DISTANCE
CM	= CONCRETE MONUMENT
CMD	= CONCRETE MONUMENT WITH DISK
COR	= CORNER
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM
(D)	= DEED DATA
DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
FP	= FINANCIAL PROJECT
FND	= FOUND
ID	= IDENTIFICATION
L	= ARC LENGTH
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
NT	= NON-TANGENT
NTS	= NOT TO SCALE
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
R	= RADIUS
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TB	= TANGENT BEARING
TWP	= TOWNSHIP
W/	= WITH
Δ	= DELTA (CENTRAL ANGLE)
±	= MORE OR LESS
⊙	= CHANGE IN DIRECTION



Proposed

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JANUARY 08, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088264

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 BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 312-1

SCALE: 1"=100'

SHEET 4 OF 6

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line of Conley Street, run North 00°30'53" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.90 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run South 89°57'14" West, a distance of 30.31 feet; thence North 73°53'14" West, a distance of 64.70 feet; thence North 25°30'20" West, a distance of 47.86 feet; thence North 02°23'43" East, a distance of 75.69 feet; thence North 11°17'44" East, a distance of 129.66 feet; thence North 09°42'13" East, a distance of 126.66 feet; thence North 11°06'05" East, a distance of 88.55 feet; thence North 46°18'06" East, a distance of 38.40 feet; thence North 65°37'23" East, a distance of 69.92 feet; thence South 51°11'17" East, a distance of 44.96 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, being a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of South 24°38'38" West; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence from a tangent bearing of South 38°27'22" West run Southwesterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet; thence departing said curve along a non-tangent line, run South 10°46'34" West, a distance of 105.88 feet; thence South 00°30'53" East, a distance of 261.70 feet to the POINT OF BEGINNING.

Containing 1.120 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
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 12/02/2024 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

SHEILA A. WARE CERTIFICATE NO. 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4 & 5 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 08, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088264

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 BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-2

SCALE: N/A

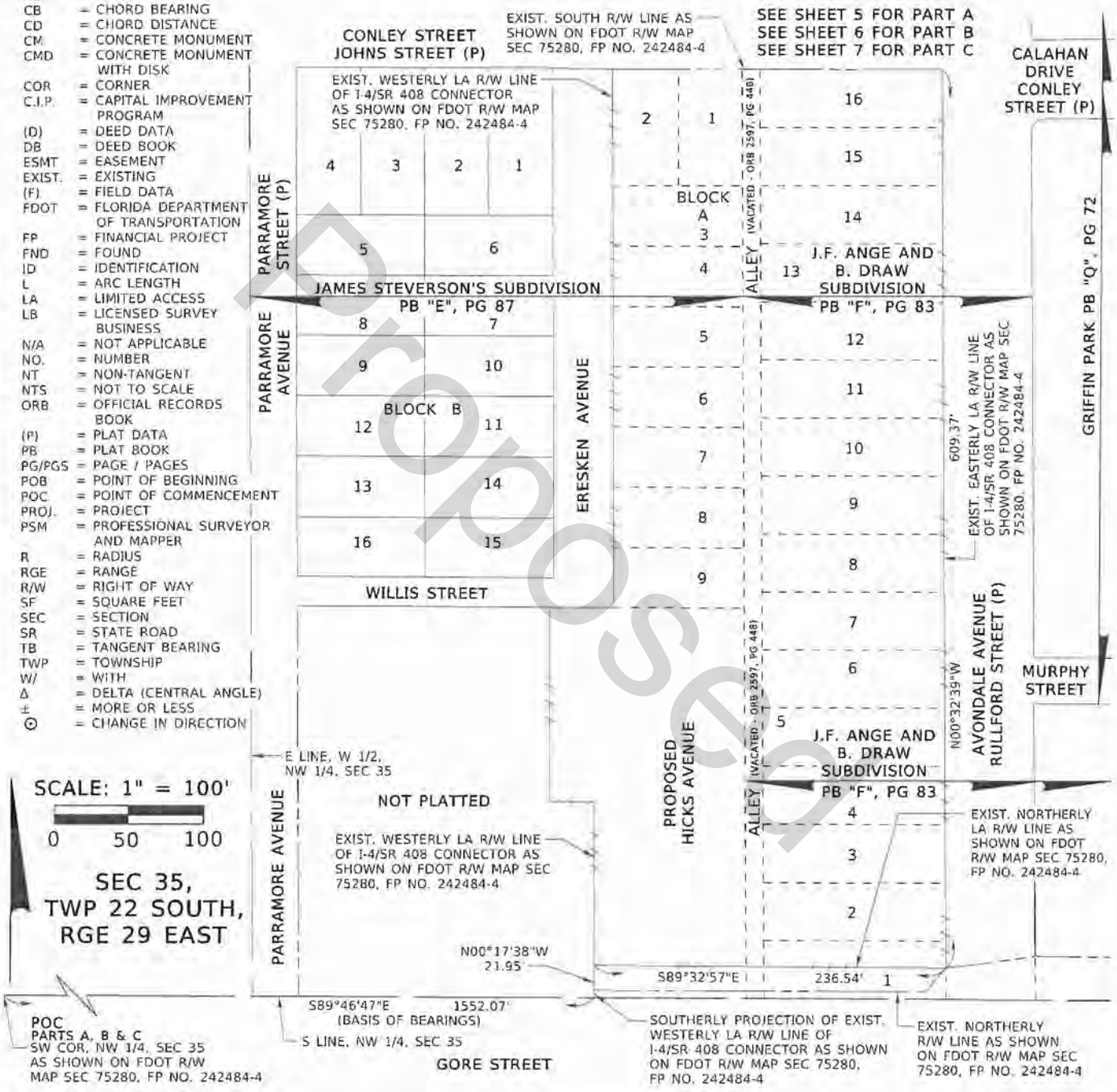
SHEET 1 OF 7

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PARTS A, B & C

LEGEND & ABBREVIATIONS

AC	= ACRES
CB	= CHORD BEARING
CD	= CHORD DISTANCE
CM	= CONCRETE MONUMENT
CMD	= CONCRETE MONUMENT WITH DISK
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LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
NT	= NON-TANGENT
NTS	= NOT TO SCALE
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
R	= RADIUS
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TB	= TANGENT BEARING
TWP	= TOWNSHIP
W/	= WITH
Δ	= DELTA (CENTRAL ANGLE)
±	= MORE OR LESS
⊙	= CHANGE IN DIRECTION



Proposed

SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS

DATE	JANUARY 08, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088204

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 BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

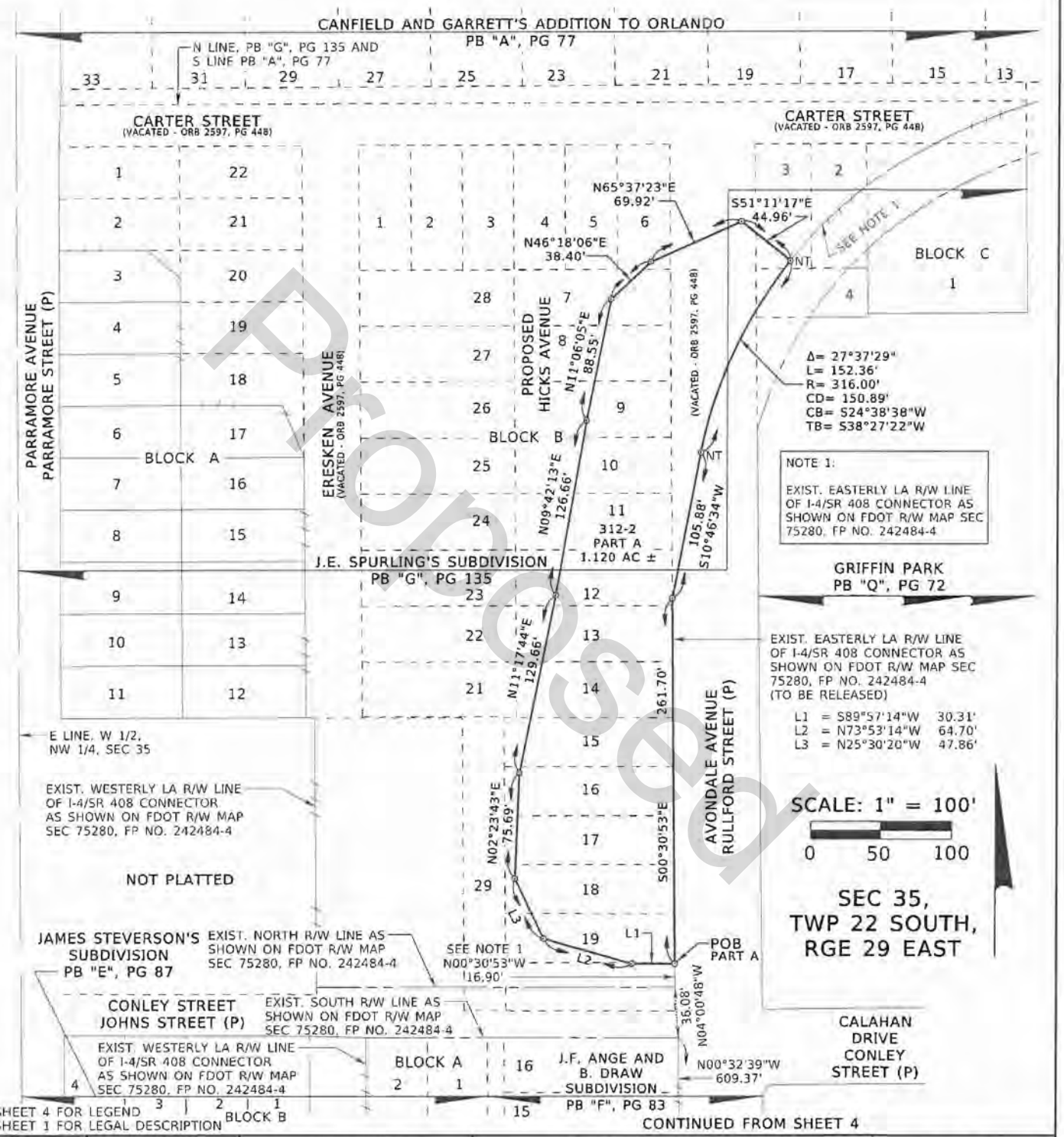
PARCEL 312-2

SCALE: 1"=100'

SHEET 4 OF 7

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE



Proposed

DATE	JANUARY 08, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088264

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 BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 312-2

SCALE: 1"=100'

SHEET 5 OF 7

Docusign Envelope ID: 11DDDCBB-87CC-8B3D-81AF-A522FBF0848A

EXHIBIT "B"

FORM OF DEED

Prepared By and Return To:
Leslie A. Evans, Esq.
Dinsmore & Shohl LLP
225 E. Robinson St., Suite 600
Orlando, Florida 32801

Parcel Identification No.:

_____

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space above this line for processing data

Proposed

QUIT CLAIM DEED

This Quit Claim Deed is made this _____ day of _____, 202__, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose post office address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantor") and **HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA,** a body public and politic existing under the laws of the State of Florida, whose post office address is 390 North Bumby Avenue, Orlando, Florida 32803 ("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of Ten Dollars ($10.00), in hand paid by the Grantee, and in consideration for the sale, transfer, and conveyance of the Property to Grantee without public bid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following-described lots, pieces or parcels of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

See EXHIBIT "A" attached hereto and incorporated by this reference herein (the "Property")

TO HAVE AND TO HOLD, the same together with all the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, for the proper use and benefit of the Grantee forever.

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SUBJECT TO: (i) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, and conditions, restrictions, limitations, matters and easements of record, but this reference shall not operate to reimpose same; and (ii) the Use Restriction (as defined in and more particularly set forth in **EXHIBIT "B"** attached hereto and incorporated herein by this reference) and the ROFR (as defined in and more particularly set forth in EXHIBIT "B"), and such other covenants, conditions, and restrictions set forth therein.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

Proposed

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

Signed, sealed, and delivered
in the presence of:

_____
Print Name:_____
Address: _____
_____

_____
Print Name:_____
Address: _____
_____

"SELLER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Buddy Dyer, Chairman

Date: _____

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

DINSMORE & SHOHL, LLP

By:_____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____, 20___, by _____, as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, who [____] is personally known to me OR [____] has produced _____ as identification.

[Notary Seal]

_____
Notary Public, State of _____
Print Name:_____
My commission expires:_____

Proposed

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EXHIBIT "A" TO QUIT CLAIM DEED
Legal Descriptions

Parcel 1 (Parcel 312-1 Part A):

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, run North 89°49'50" West, a distance of 142.62 feet, thence North 00°09'30" East, a distance of 147.89 feet; thence North 03°33'56" East, a distance of 379.72 feet; thence North 44°13'49" East, a distance of 43.33 feet; thence South 86°23'42" East, a distance of 83.28 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°32'39" East along said Easterly Limited Access Right of Way line, a distance of 553.14 feet to the POINT OF BEGINNING.

Containing 1.654 acres, more or less.

Proposed

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Parcel 2 (Parcel 312-2 Part A):

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line of Conley Street, run North 00°30'53" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.90 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run South 89°57'14" West, a distance of 30.31 feet; thence North 73°53'14" West, a distance of 64.70 feet; thence North 25°30'20" West, a distance of 47.86 feet; thence North 02°23'43" East, a distance of 75.69 feet; thence North 11°17'44" East, a distance of 129.66 feet; thence North 09°42'13" East, a distance of 126.66 feet; thence North 11°06'05" East, a distance of 88.55 feet; thence North 46°18'06" East, a distance of 38.40 feet; thence North 65°37'23" East, a distance of 69.92 feet; thence South 51°11'17" East, a distance of 44.96 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, being a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of South 24°38'38" West; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence from a tangent bearing of South 38°27'22" West run Southwesterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet; thence departing said curve along a non-tangent line, run South 10°46'34" West, a distance of 105.88 feet; thence South 00°30'53" East, a distance of 261.70 feet to the POINT OF BEGINNING.
Containing 1.120 acres, more or less.

Released

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EXHIBIT "B" TO QUIT CLAIM DEED

1. Use Restriction.

(a) Grantor conveys the Property to Grantee subject to the conditions: (i) that Grantee, within five (5) years after the date of this Deed, commence and complete construction of Affordable Housing units on the Property, as evidenced by a certificate of occupancy issued by applicable governmental authority and (ii) that Grantee, for a period of five (5) years following such completion of construction, use the Property exclusively for the purpose of providing Affordable Housing (together, the "**Use Restriction**"). In the event that Grantee: (i) fails to complete construction and obtain a certificate of occupancy for Affordable Housing units within five (5) years after the date of this Deed; or (ii) ceases to use the Property exclusively for the purpose of providing Affordable Housing within the five (5) year period following the date of the certificate of occupancy, Grantor, its successors in interest, and assigns shall have the right to exercise its right of re-entry and cause title to the Property to revert to Grantor or its successors in interest or assigns by delivering written notice to Grantee of the exercise of its right. Upon Grantee's receipt of written notice, Grantor and Grantee shall immediately proceed to closing on the re-conveyance of the Property to Grantor in accordance with the terms of the Real Estate Purchase and Sale Agreement ("**Purchase Agreement**") by and between Grantor and Grantee dated _____, 2026. As used in this Use Restriction, "**Affordable Housing**" shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) Upon Grantee's receipt of notice that Grantor is exercising its right to re-enter the Property, Grantor and Grantee shall proceed to a closing on the Property for the re-purchase of the Property by Grantor on the date which is thirty (30) days after the date of such notice or such other date as may be agreed by the parties in writing, through an escrow established with the Escrow Agent identified in the Purchase Agreement. The purchase price for the re-purchase of the Property by Grantor shall be the Purchase Price as set forth in the Purchase Agreement, subject to deductions and credits to Grantor for any liens, encumbrances, and other obligations which affect or relate to the Property and any other applicable standard closing cost adjustments. Grantee shall convey the Property to Grantor by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Property was subject to as of the Closing when Grantee obtained title thereto from Grantor); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Property and/or granting any possessory interest thereto to any person or entity other than Grantor, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the expiration date or earlier termination of the term of such lease as set forth therein. In connection with the consummation of such re-purchase transaction, Grantee also shall execute, acknowledge (if applicable), and deliver to Grantor: (1) a general assignment of all related property rights with respect thereto desired by Grantor on terms as reasonably approved by Grantor; and (2) such other affidavits, items, instruments, and other documents as may be reasonably required

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by the title insurer, Grantor, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 1: Use Restriction** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Grantee at such closing pursuant to this **Section 1: Use Restriction**.

2. Right of First Refusal.

(a) In the event that Grantee proposes or otherwise intends to sell or otherwise transfer the Property or any rights or interests thereto or therein (the "**ROFR Property**") to any person or entity (a **"Transfer")** prior to the date which is five (5) years following the completion of construction of Affordable Housing units as evidenced by issuance of a certificate of occupancy by applicable governmental authority, then Grantor shall have a right of first refusal to purchase the ROFR Property on the terms and conditions hereinafter set forth ("**ROFR**"). As used in this ROFR, "**Affordable Housing**" shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) If Grantee receives an offer to enter into a Transfer that Grantee intends to accept, Grantee shall deliver to Grantor a written notice (the "**Offer Notice**") that shall include: (a) a copy of the written bona fide offer that sets forth all of the material terms upon which Grantee intends to consummate the proposed Transfer, including, without limitation: (i) the name of the proposed transferee(s) (the "**Proposed Transferee**"); (ii) the portion of the ROFR Property and/or rights or interests thereto or therein to be transferred (the "**Offered Property**"), (iii) the bona fide purchase price for which Grantee intends to Transfer the Offered Property (the "**Offered Price**"), and the terms under which the Offered Price is to be paid; (iv) the use(s) the Proposed Transferee intends to use the Offered Property for; and (v) the proposed closing date for the Transfer.

(c) At any time within thirty (30) days after receipt of an Offer Notice, Grantor may elect to purchase either: (i) the Offered Property; or (ii) the entire ROFR property by delivering to Grantee a written notice (an "**Exercise Notice**") of such election.

(d) In the event Grantor exercises its right of first refusal, then Grantor may consummate the transaction described in the Offer Notice, through an escrow established with Escrow Agent; provided that such terms shall be adjusted to reflect: (a) the purchase by Grantor of the entire ROFR Property instead of the Offered Property, if elected by Grantor; (b) a purchase price at the lesser of: (i) the Offered Price and (ii) the Purchase Price (with the Purchase Price being proportionately adjusted down if the Offered Property constitutes less than all of the ROFR Property); (c) a sixty (60) day due diligence period with Grantor having the right to terminate its exercise of its right of first refusal and to not purchase the Offered Property on the terms set forth in the Offer Notice (as such terms may be modified by this Section 2); provided Grantor delivers written notice to that effect to Purchaser prior to the expiration of such due diligence period (a "**Termination Notice**"); and (c) if Grantor has not delivered a Termination Notice as aforesaid, a closing on the later to occur of: (i) the closing date specified in the Offer Notice; or (ii) thirty (30) days following the expiration of the due diligence period.

(e) If Grantor does not timely deliver an Exercise Notice as provided above, then

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Grantee may Transfer the Offered Property, but no other portion of the ROFR Property, to the Proposed Transferee on the terms set forth in the Offer Notice, but not on any terms more favorable to the Proposed Transferee, provided that such sale or other transfer is consummated within one hundred eighty (180) days after the date of delivery of the Offer Notice. Grantee's right to Transfer the Offered Property pursuant to this ROFR shall apply only with respect to the Offered Property and shall not excuse Grantee from its obligations hereunder with respect to any other portion of the ROFR Property. Furthermore, if the Offered Property is not transferred to the Proposed Transferee within one hundred eighty (180) days after the date of delivery of the Offer Notice, or if Grantee proposes to modify any material term set forth in the Offer Notice in a manner beneficial to the Proposed Transferee, then a new Offer Notice shall be given Grantor, and Grantor shall again be offered the right of first refusal provided herein, before any of the ROFR Property may be Transferred.

(f) At the closing, Grantee shall convey the Offered Property to Grantor by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Offered Property was subject to as of the Closing when Grantee obtained title thereto from Grantor); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Offered Property and/or granting any possessory interest thereto to any person or entity other than Grantor, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the stated expiration date of the term of such lease (or earlier termination thereof). In connection with the consummation of such transaction, Grantee also shall execute, acknowledge (if applicable), and deliver: (1) an affidavit of non-foreign status in customary form; (2) a general assignment of all related property rights with respect thereto; (3) such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Grantee to act for and bind Grantee as may be reasonably required by the title insurer for such transaction, the Escrow Agent, and/or Grantor; and (4) such other items, documents, and instruments as may be reasonably required by the title insurer, Grantor, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 2: Right of First Refusal** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Grantee at such closing pursuant to this **Section 2: Right of First Refusal**.

3. **Remedies.** Grantee acknowledges that Grantee's breach of the terms of this **Exhibit "B" to Quit Claim Deed** would cause Grantor irreparable harm and that Grantor shall be entitled to obtain injunctive relief from a court of competent jurisdiction in the event of Grantee's breach or threatened breach of this **Exhibit "B" to Quit Claim Deed**.

PROPOSED

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EXHIBIT "C"

DEED RESTRICTION; RIGHT OF FIRST REFUSAL

1. **Use Restriction.**

(a) Seller conveys the Property to Purchaser subject to the conditions: (i) that Purchaser, within five (5) years after the date of this deed, commence and complete construction of Affordable Housing units on the Property, as evidenced by a certificate of occupancy issued by applicable governmental authority and (ii) that Purchaser, for a period of five (5) years following such completion of construction, use the Property exclusively for the purpose of providing Affordable Housing (together, the "**Use Restriction**"). In the event that Purchaser: (i) fails to complete construction and obtain a certificate of occupancy for Affordable Housing units within five (5) years after the date of this deed; or (ii) ceases to use the Property exclusively for the purpose of providing Affordable Housing within the five (5) year period following the date of the certificate of occupancy, Seller, its successors in interest, and assigns shall have the right to exercise its right of re-entry and cause title to the Property to revert to Seller or its successors in interest or assigns by delivering written notice to Purchaser of the exercise of its right. Upon Purchaser's receipt of written notice, Seller and Purchaser shall immediately proceed to closing on the re-conveyance of the Property to Seller in accordance with the terms of the Agreement. As used in this Use Restriction, "**Affordable Housing**" shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) Upon Purchaser's receipt of notice that Seller is exercising its right to re-enter the Property, Seller and Purchaser shall proceed to a closing on the Property for the re-purchase of the Property by Seller on the date which is thirty (30) days after the date of such notice or such other date as may be agreed by the parties in writing, through an escrow established with Escrow Agent. The purchase price for the re-purchase of the Property by Seller shall be the Purchase Price in the Agreement, subject to deductions and credits to Seller for any liens, encumbrances, and other obligations which affect or relate to the Property and any other applicable standard closing cost adjustments. Purchaser shall convey the Property to Seller by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Property was subject to as of the Closing when Purchaser obtained title thereto from Seller); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Property and/or granting any possessory interest thereto to any person or entity other than Seller, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the expiration date or earlier termination of the term of such lease as set forth therein. In connection with the consummation of such re-purchase transaction, Purchaser also shall execute, acknowledge (if applicable), and deliver to Seller: (1) a general assignment of all related property rights with respect thereto desired by Seller on terms as reasonably approved by Seller; and (2) such other affidavits, items, instruments, and other documents as may be reasonably required by the title insurer, Seller, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 1: Use Restriction** and such closing and/or

PROOF

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otherwise to fulfill the covenants and obligations to be performed by Purchaser at such closing pursuant to this **Section 1: Use Restriction.**

2. **Right of First Refusal.**

(a) In the event that Purchaser proposes or otherwise intends to sell or otherwise transfer the Property or any rights or interests thereto or therein (the "**ROFR Property**") to any person or entity (a **"Transfer")** prior to the date which is five (5) years following the completion of construction of Affordable Housing units as evidenced by issuance of a certificate of occupancy by applicable governmental authority, then Seller shall have a right of first refusal to purchase the ROFR Property on the terms and conditions hereinafter set forth ("**ROFR**"). As used in this ROFR, "**Affordable Housing**" shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) If Purchaser receives an offer to enter into a Transfer that Purchaser intends to accept, Purchaser shall deliver to Seller a written notice (the "**Offer Notice**") that shall include: (a) a copy of the written bona fide offer that sets forth all of the material terms upon which Purchaser intends to consummate the proposed Transfer, including, without limitation: (i) the name of the proposed transferee(s) (the "**Proposed Transferee**"); (ii) the portion of the ROFR Property and/or rights or interests thereto or therein to be transferred (the "**Offered Property**"), (iii) the bona fide purchase price for which Purchaser intends to Transfer the Offered Property (the **"Offered Price**"), and the terms under which the Offered Price is to be paid; (iv) the use(s) the Proposed Transferee intends to use the Offered Property for; and (v) the proposed closing date for the Transfer.

(c) At any time within thirty (30) days after receipt of an Offer Notice, Seller may elect to purchase either: (i) the Offered Property; or (ii) the entire ROFR property by delivering to Purchaser a written notice (an **"Exercise Notice**") of such election.

(d) If Seller does not timely deliver an Exercise Notice as provided above, then Purchaser may Transfer the Offered Property, but no other portion of the ROFR Property, to the Proposed Transferee on the terms set forth in the Offer Notice, but not on any terms more favorable to the Proposed Transferee, provided that such sale or other transfer is consummated within one hundred eighty (180) days after the date of delivery of the Offer Notice. Purchaser's right to Transfer the Offered Property pursuant to this ROFR shall apply only with respect to the Offered Property and shall not excuse Purchaser from its obligations hereunder with respect to any other portion of the ROFR Property. Furthermore, if the Offered Property is not transferred to the Proposed Transferee within one hundred eighty (180) days after the date of delivery of the Offer Notice, or if Purchaser proposes to modify any material term set forth in the Offer Notice in a manner beneficial to the Proposed Transferee, then a new Offer Notice shall be given Seller, and Seller shall again be offered the right of first refusal provided herein, before any of the ROFR Property may be Transferred.

Proposed

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(e) In the event Seller exercises its right of first refusal, then Seller may consummate the transaction described in the Offer Notice, through an escrow established with Escrow Agent; provided that such terms shall be adjusted to reflect: (a) the purchase by Seller of the entire ROFR Property instead of the Offered Property, if elected by Seller; (b) a purchase price at the lesser of: (i) the Offered Price and (ii) the Purchase Price (with the Purchase Price being proportionately adjusted down if the Offered Property constitutes less than all of the ROFR Property); (c) a sixty (60) day due diligence period with Seller having the right to terminate its exercise of its right of first refusal and to not purchase the Offered Property on the terms set forth in the Offer Notice (as such terms may be modified by this Section 2); provided Seller delivers written notice to that effect to Purchaser prior to the expiration of such due diligence period (a "**Termination Notice**"); and (c) if Seller has not delivered a Termination Notice as aforesaid, a closing on the later to occur of: (i) the closing date specified in the Offer Notice; or (ii) thirty (30) days following the expiration of the due diligence period.

(f) At the closing, Purchaser shall convey the Offered Property to Seller by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Offered Property was subject to as of the Closing when Purchaser obtained title thereto from Seller); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Offered Property and/or granting any possessory interest thereto to any person or entity other than Seller, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the stated expiration date of the term of such lease (or earlier termination thereof). In connection with the consummation of such transaction, Purchaser also shall execute, acknowledge (if applicable), and deliver: (1) an affidavit of non-foreign status in customary form; (2) a general assignment of all related property rights with respect thereto; (3) such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Purchaser to act for and bind Purchaser as may be reasonably required by the title insurer for such transaction, the Escrow Agent, and/or Seller; and (4) such other items, documents, and instruments as may be reasonably required by the title insurer, Seller, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 2: Right of First Refusal** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Purchaser at such closing pursuant to this **Section 2: Right of First Refusal**.

3. **Remedies**. Purchaser acknowledges that Purchaser's breach of this **Exhibit "C" to the Agreement** would cause Seller irreparable harm and that Seller shall be entitled to obtain injunctive relief from a court of competent jurisdiction in the event of Purchaser's breach or threatened breach of this **Exhibit "C" to the Agreement**.

4. **Survival**. The provisions of this **Exhibit "C"** shall survive the Closing and the delivery of the Deed.

Proposed

CONSENT AGENDA ITEM
#19

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 24, 2026

SUBJECT: Resolution Declaring Property as Surplus Property – SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A and B), 312-3 (Parts B, C, and D), and 312-4 (Parts F, G, H, I, and J).

This proposed Resolution declares certain real property along SR 408 – Parcel Numbers 312-3 (Part A), 312-4 (Parts A and B), 312-3 (Parts B, C, and D), and 312-4 (Parts F, G, H, I, and J) (collectively, the "**Property**") as surplus property. The Central Florida Expressway Authority ("**CFX**") acquired the Property in connection with improvements related to SR 408, and reconfiguration from the Florida Department of Transportation's I-4 Ultimate Project and the City of Orlando's Hicks Avenue Extension Project made the Property unnecessary for CFX purposes.

The General Engineering Consultant has certified that the Property is not needed for the Expressway System and that its disposal will not affect Expressway System operations. If the Property is declared surplus, staff will be authorized to dispose of it in accordance with CFX policies and procedures.

The Right-of-Way Committee recommended this item for approval at its meeting on September 23, 2026.

Board approval of the proposed Resolution Declaring Property as Surplus Property – SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A and B), 312-3 (Parts B, C, and D), and 312-4 (Parts F, G, H, I, and J) 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: CFX Governing Board Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP

DATE: September 11, 2026

SUBJECT: Resolution Declaring Property as Surplus Property, SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J)

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval of the CFX Board of a Resolution Declaring Certain Real Property as Surplus Property and Authorizing the Disposal of Such Property in Accordance with CFX's Amended and Restated Master Bond Resolution and Real Property Procedures Manual for SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J).

BACKGROUND AND DESCRIPTION

The Orlando-Orange County Expressway Authority now known as the Central Florida Expressway Authority ("CFX"), acquired various real properties for the construction of State Road 408, Project 2.1 and associated facilities (collectively, the "Expressway Facilities"). Coordination regarding the construction of the Expressway Facilities with the Florida Department of Transportation ("FDOT") I-4 Ultimate project, and the City of Orlando's Hicks Avenue Extension, resulted in the relocation, reconfiguration, and realignment of certain roadways. When the construction of the reconfigurations were complete, CFX retained fee simple ownership of certain real property for the Expressway Facilities, including Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J) (collectively "CFX Parcels") acquired for SR 408, Project 2.1, that were no longer needed for the Expressway System. The CFX Parcels are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant ("Dewberry") has examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, Dewberry has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes

and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "B"**. A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as **Attachment "C".**

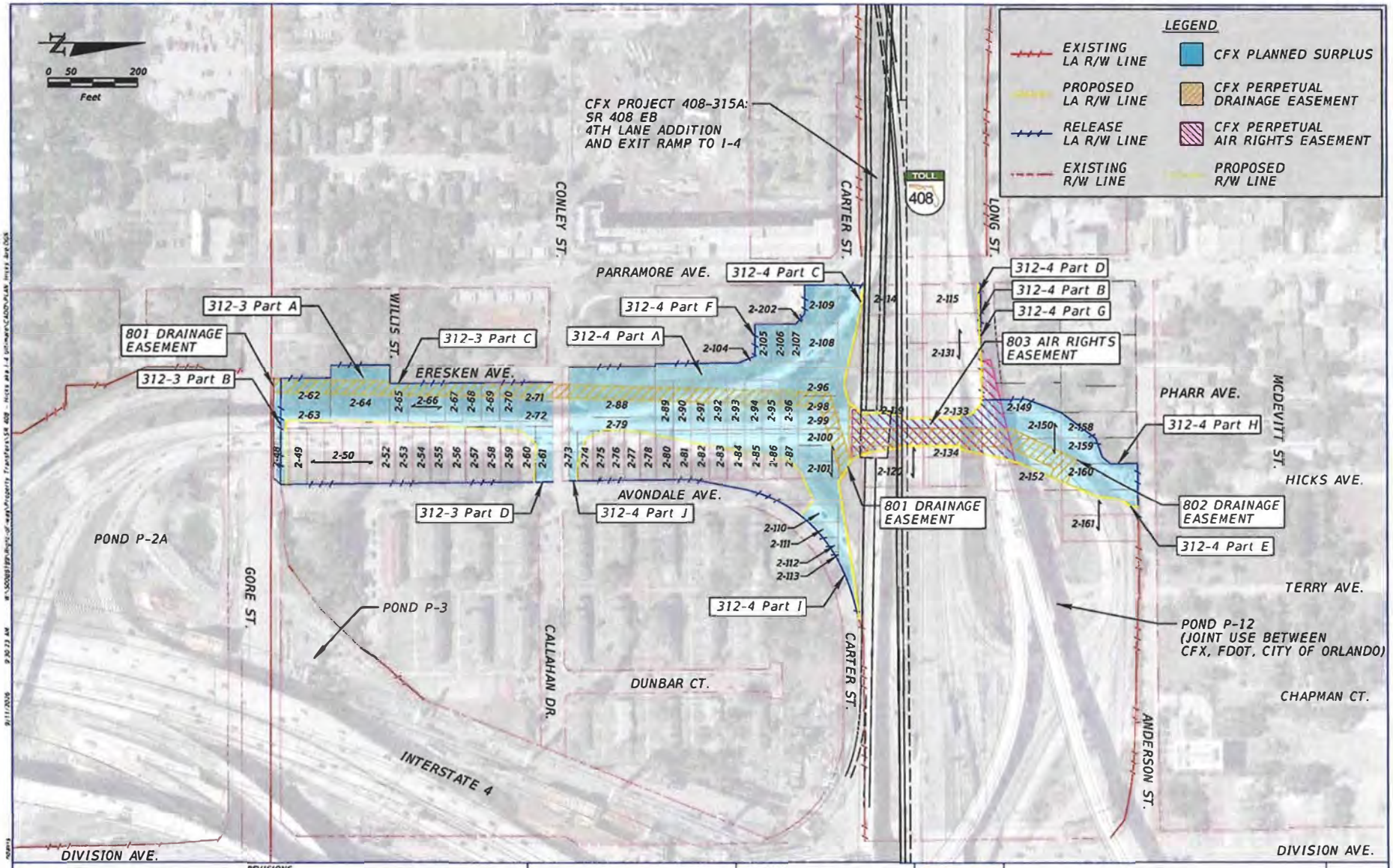
REQUESTED ACTION

We respectfully request that the CFX Board approve Resolution Declaring Certain Real Property as Surplus Property and Authorizing the Disposal of Such Property in Accordance with CFX's Amended and Restated Master Bond Resolution and Real Property Procedures Manual for SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J).

ATTACHMENTS

A. Map of Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J)
B. Dewberry Certification of Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J) as surplus
C. Draft Resolution Declaring Property as Surplus

Attachment "A"



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Right-of-Way

ROAD NO.	PROJECT NO.
SR 408	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

HICKS AVE. CFX PLANNED SURPLUS

SHEET NO. 1

Attachment "B"

Dewberry

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

407.843.5120
407.649.8664 fax
www.dewberry.com

September 11, 2026

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

RE: SURPLUS PROPERTY
SR 408, Project 2.1

Dear Mr. Pressimone:

On behalf of Dewberry Engineers Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does hereby certify as follows:

1. We have reviewed the limits of the parcels described in Exhibit A attached. The improvements associated with the FDOT's I-4 Ultimate project and the City of Orlando's Hicks Avenue Extension resulted in these parcels, previously acquired for SR 408 Project 2.1, no longer needed for the CFX system. The following summarizes the relationship between Project 2.1 parcel numbers and the original lot numbers, as applicable:

2. **Legal Descriptions –**
   a. ***Parcel 312-3 Part A*** - Includes **2-61, 2-62, 2-65, 2-66, 2-67, 2-68, 2-69, 2-70, 2-71, 2-72** along with portions of **2-48, 2-56, 2-57, 2-58, 2-59, 2-60, 2-63, 2-64,** and vacated Lime Court

   b. ***Parcel 312-4 Part A*** - Includes **2-88, 2-89, 2-90, 2-91, 2-92, 2-93, 2-94, 2-95, 2-96, 2-98, 2-99, 2-100, 2-105, 2-106, 2-107, 2-108, 2-109,** and **2-150** along with portions of **2-73, 2-74, 2-75, 2-76, 2-77, 2-78, 2-79, 2-80, 2-81, 2-82, 2-83, 2-84, 2-85, 2-86, 2-87, 2-101 2-104, 2-110, 2-111, 2-112 & 2-113, 2-114, 2-119, 2-120, 2-133, 2-134, 2-149, 2-150, 2-152, 2-158, 2-159, 2-160, 2-161, 2-202,** vacated Ericsken Avenue, vacated Carter Street and vacated Long Street.

   c. ***Parcel 312-4 Part B –*** Includes portions of **2-115** and **2-131**(Portions of Lots 30, 32, 34)

3. The release of Limited Access Lines for Parcels 312-3 (Parts B, C, and D), and 312-4 (Parts F, G, H, I and J) shown on Exhibit "A" are required and would not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, or otherwise impair traffic operations or maintenance of any portion of the Expressway System. The release of L/A along these parcels:

   312-3 Part B (2-48, 2-63, 2-62)
   312-3 Part C (2-62, 2-64, 2-65, 2-66, 2-67, 2-68, 2-69, 2-70, and 2-71)
   312-3 Part D (2-60 and 2-61)
   312-4 Part F (2-88, vacated Ericsken Avenue, 2-104, 2-105, 2-106, 2-107, 2-202, 2-109 and vacated Carter Street)
   312-4 Part G (2-115 and 2-131)
   312-4 Part H (vacated Long Street, 2-149, 2-150, 2-158, 2-159, 2-160, 2-161)
   312-4 Part I (2-110, 2-111, 2-112, 2-113 and vacated Carter Street)
   312-4 Part J (2-73)

4. The re-establishment of the Limited Access Lines (Parcel 312-4 (Parts C, D and E)) shown on Exhibit "A". The establishment of L/A along these parcels:
   312-4 Part C (vacated Carter Street, 2-119, 2-133)
   312-4 Part D (2-115 and 2-131)
   312-4 Part E (vacated Carter Street, 2-120, 2-134, vacated Long Street, 2-150, 2-152, 2-160, 2-161)

5. The establishment of Parcels 801 (perpetual drainage easement), 802 (perpetual drainage easement), and 803 (perpetual air rights easement) for CFX facilities as shown on Exhibit A will be necessary.

6. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

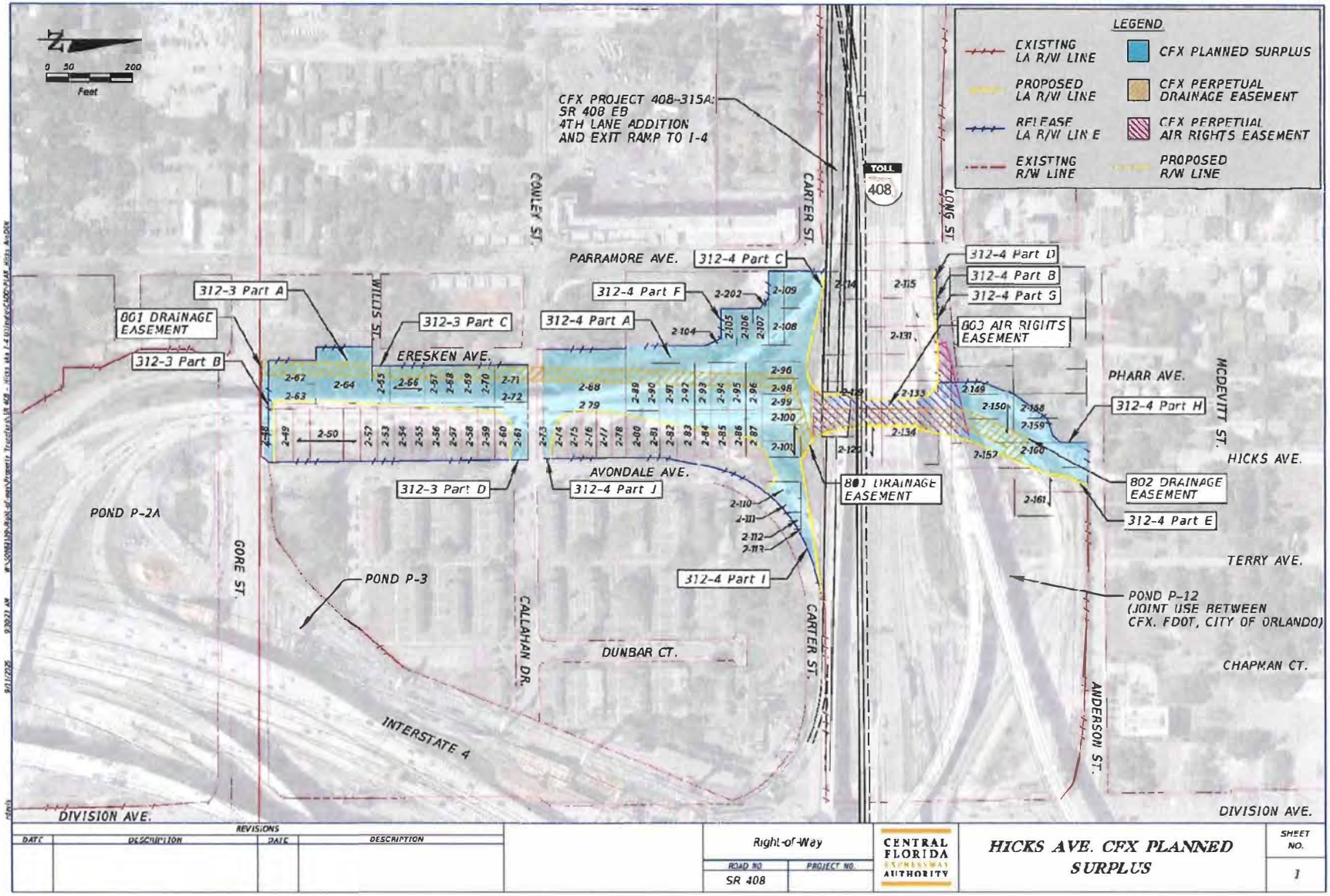
R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Cristina T. Berrios, General Counsel
David Shontz, Attorney

Exhibit "A"



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Right-of-Way		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	HICKS AVE. CFX PLANNED SURPLUS	SHEET NO.
ROAD NO	PROJECT NO.			1
SR 408				

Attachment "C"

Resolution No. 2026 - _____
SR 408, Project No. 2.1
Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), 312-4 (Parts F, G, H, I & J)

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY; AUTHORIZING THE DISPOSAL OF SUCH PROPERTY IN ACCORDANCE WITH CFX'S AMENDED AND RESTATED MASTER BOND RESOLUTION AND REAL PROPERTY PROCEDURES MANUAL

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 sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, Section 13.14.1, CFX Code, provides that the CFX Governing Board (the "Board") may declare and designate real property owned by CFX to be surplus real property after making a finding that such real property is located outside of the current operating right of way limits of the Expressway System, not currently needed to support the existing Expressway System, and no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential agency purposes; and

WHEREAS, Section 13.14.2, CFX Code, provides that CFX may dispose of real property designated as surplus property by selling it or exchanging it with private or public entities or persons in accordance with CFX's Amended and Restated Master Bond Resolution and Real Property Procedures Manual (the "Real Property Manual"); and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway System facilities for State Road 408 improvements associated with the Florida Department of Transportation's ("FDOT") I-4 Ultimate project and the City of Orlando's Hicks Avenue Extension and determined that Parcel 312-3 (Part A) consisting of 1.704 acres, Parcel 312-4 (Part A) consisting of 5.336 acres, Parcel 312-4 (Part B) consisting of 553 square feet, Parcel 312-3 (Part B), 312-3 (Part C), 312-3 (Part D), 312-4 (Part F), 312-4 (Part G), 312-4 (Part H). 312-4 (Part I) and 312-4 (Part J) consisting of Release of limited Access Rights, as more particularly describe in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Parcels"), are located outside of the current operating right of way limits of the Expressway System and not needed to support the existing Expressway System; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcels are not essential for present or future construction, operation or maintenance of the Expressway System or for essential agency purposes and that the disposition of the Parcels would not impede or restrict the Expressway System; and

WHEREAS, based on the foregoing, and the recommendation made by the Right of Way Committee at its meeting on September 23, 2026, the Board finds it in the best interest of CFX and the public to adopt this Resolution declaring and designating the Parcels as surplus property.

Proposed

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. **FINDINGS OF FACT.** Based on the representations made by staff and CFX's General Engineering Consultant, and the recommendation of the Right of Way Committee, the Board hereby finds that the Parcels identified in **Exhibit "A"** attached hereto are:

(a) Located outside of the current operating right of way limits of the Expressway System; and

(b) Not currently needed to support the existing Expressway System; and

(c) No longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes.

2. **DECLARATION OF SURPLUS PROPERTY**. Having made the above findings, the Board hereby declares and designates the Parcels as surplus property.

3. **DISPOSAL AUTHORIZATION.** The Board hereby authorizes CFX staff to dispose of such surplus property in accordance with CFX's Property Acquisition, Disposition and Permitting Policy, Amended and Restated Master Bond Resolution, and Real Property Manual.

4. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of October, 2026.

_____
Buddy Dyer, CFX Board Chairman

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

Approved as to form and legality for the exclusive use and reliance for CFX

_____
David A. Shontz, Right of Way Counsel

Proposed

Exhibit "A"

PARCELS

312-3 (Part A)
312-4 (Part A)
312-4 (Part B)
312-3 (Part B)
312-3 (Part C)
312-3 (Part D)
312-4 (Part F)
312-4 (Part G)
312-4 (Part H)
312-4 (Part I)
312-4 (Part J)

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
PART A
A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, together with that portion of the lands described in Official Records Book 2289, Page 526, Official Records Book 2302, Page 37, Official Records Book 2216, Page 388 and that portion of vacated Lime Court (Formerly an Alley) vacated per Official Records Book 2597, Page 448 all of the Public Records of Orange County, Florida, lying South of the existing Northerly Limited Access Right of Way line of Gore Street and North of the existing Northerly Right of Way line of Gore Street both as shown on said Right of Way Map, all located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence departing said Southerly projection, run along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector the following five (5) courses: thence North 00°17'38" West, a distance of 127.55 feet; thence North 89°44'56" West, a distance of 29.83 feet; thence North 00°13'06" West, a distance of 131.86 feet; thence South 89°52'16" East, a distance of 42.74 feet; thence North 00°27'42" West, a distance of 365.16 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°57'41" East along said South Right of Way line, a distance of 221.84 feet to a point on the existing Easterly Limited Access Right of Way line of

SEE SHEET 2 FOR CONTINUATION

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
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 07/07/2025 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 5 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)
DRAWN BY	M ROLLINS	Dewberry	PARCEL 312-3
CHECKED BY	S WARE		SCALE: N/A
DEWBERRY PROJECT NO	50385530	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
			SHEET 1 OF 6
REVISION	BY	DATE	

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
PART A

CONTINED FROM SHEET 1

said I-4/State Road 408 Connector; thence departing said South Right of Way line, run South 00°32'39" East, along said Easterly Limited Access Right of Way line, a distance of 43.49 feet; thence departing said Easterly Limited Access Right of Way line, run North 86°23'42" West, a distance of 83.28 feet; thence South 44°13'49" West, a distance of 43.33 feet; thence South 03°33'56" West, a distance of 379.72 feet; thence South 00°09'30" West, a distance of 147.89 feet; thence South 89°49'50" East, a distance of 142.62 feet to aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°32'39" East along said Easterly Limited Access Right of Way line, a distance of 12.75 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line and said Northerly Limited Access Right of Way line of Gore Street, run South 40°58'22" West, a distance of 21.12 feet to a point on the existing Northerly Right of Way line of Gore Street as shown on aforesaid Right of Way Map; thence run North 89°46'47" West along said Northerly Right of Way line of Gore Street, a distance of 222.60 feet to the POINT OF BEGINNING.

Containing 1.704 acres, more or less.

SEE SHEET 5 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025		CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-3
DRAWN BY	M ROLLINS				
CHECKED BY	S WARE				
DEWBERRY PROJECT NO.	50185530		Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
			800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 2 OF 6
REVISION	BY	DATE			

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

Release of a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of Gore Street and along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector all as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence departing said Southerly projection, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

PART C

Release of a portion of the Limited Access Rights along the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the existing Northerly Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Southerly projection and said Northerly Right of Way line, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to the POINT OF BEGINNING; thence continue along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector the following five (5) courses: thence North 00°17'38" West, a distance of 110.60 feet; thence North 89°44'56" West, a distance of 29.83 feet; thence North 00°13'06" West, a distance of 131.86 feet; thence South 89°52'16" East, a distance of 42.74 feet; thence North 00°27'42" West, a distance of 365.16 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 5 FOR LEGEND
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025		CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-3
DRAWN BY	M ROLLINS				
CHECKED BY	S WARE		Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO	50185530		800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 3 OF 6
REVISION	BY	DATE			

Preliminary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART D

Release of a portion of the Limited Access Rights along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the existing Northerly Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Southerly projection and said Northerly Right of Way line, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 565.88 feet to the POINT OF BEGINNING; thence continue North 00°32'39" West along said Easterly Limited Access Right of Way line, a distance of 43.49 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

Proposed

SEE SHEET 5 FOR LEGEND
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185530

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)

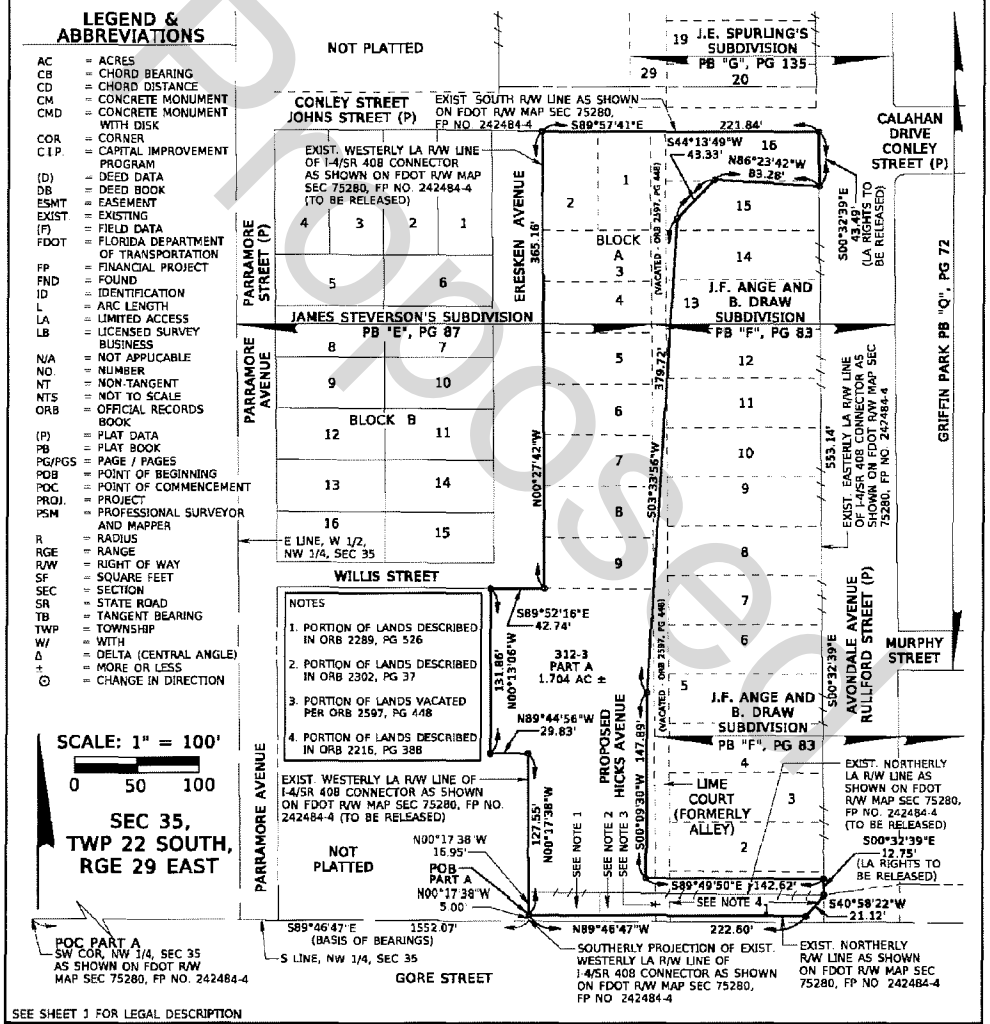
SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-3

SCALE: N/A

SHEET 4 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	SEPTEMBER 16, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

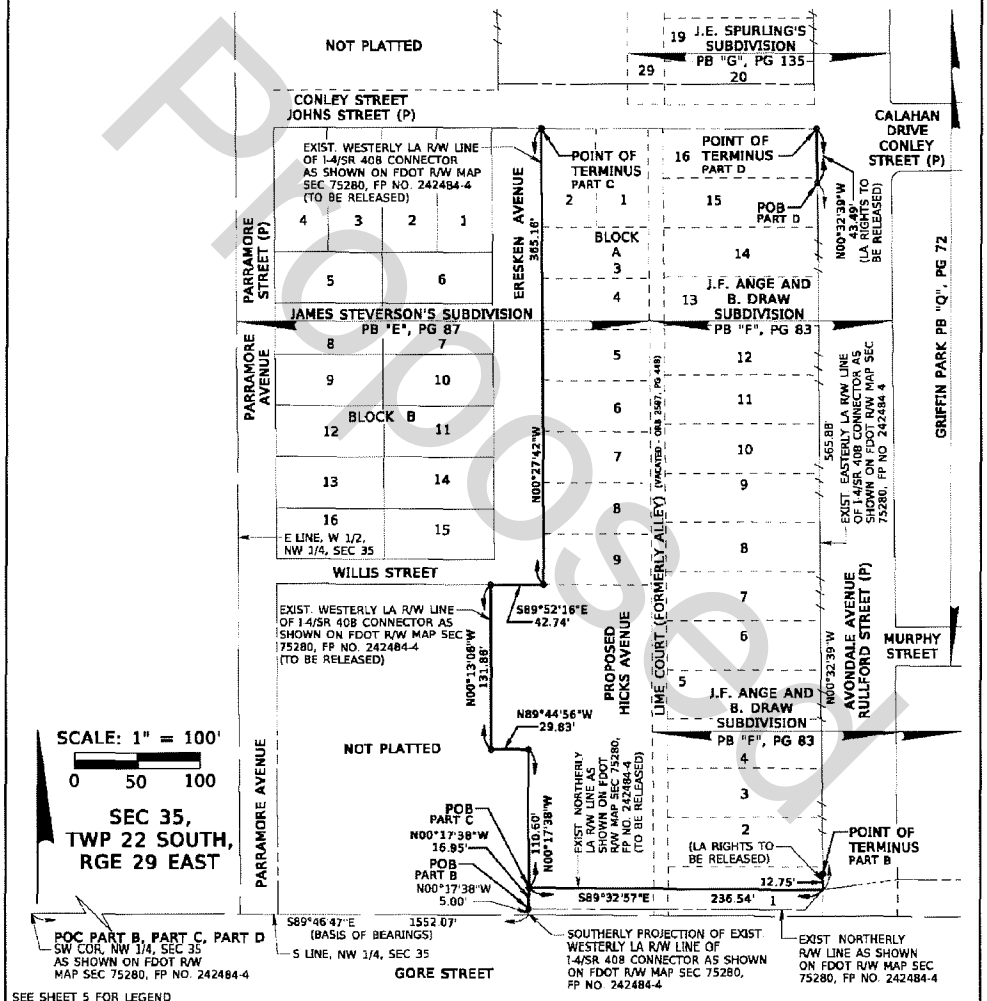
PARCEL 312-3

SCALE: 1"=100'

SHEET 5 OF 6

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE



SEE SHEET 5 FOR LEGEND
SEE SHEETS 2-4 FOR LEGAL DESCRIPTIONS

DATE	SEPTEMBER 16, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8031

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 312-3

SCALE: 1"=100'

SHEET 6 OF 6

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run North 89°58'56" West along said North Right of Way line of Conley Street, a distance of 254.19 feet to aforesaid existing Westerly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said North Right of Way line, run along said Westerly Limited Access

SEE SHEET 2 FOR CONTINUATION

Preliminary

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
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 07/07/2025 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 10 FOR LEGEND
SEE SHEETS 10-12 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025		CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY	N ROLLINS				
CHECKED BY	S WARE				
DEWBERRY PROJECT NO.	50185530		Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
			800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 1 OF 17
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A
CONTINUED FROM SHEET 1

Right of Way line the following eight (8) courses: thence North 00°29'51" West, a distance of 193.02 feet; thence North 87°35'45" West, a distance of 6.21 feet; thence North 00°36'06" West, a distance of 186.18 feet; thence North 22°35'57" West, a distance of 40.28 feet; thence North 89°57'52" West, a distance of 71.41 feet; thence North 00°30'29" West, a distance of 91.37 feet; thence North 49°34'02" West, a distance of 30.81 feet; thence South 89°57'09" West, a distance of 63.04 feet to a point on the existing East Right of Way line of Parramore Avenue as shown on aforesaid Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 18.22 feet; thence departing said East Right of Way line, run South 68°37'58" East, a distance of 14.36 feet; thence South 85°46'41" East, a distance of 34.19 feet; thence South 79°57'27" East, a distance of 17.37 feet; thence South 59°46'44" East, a distance of 3.50 feet; thence South 79°49'27" East, a distance of 15.43 feet; thence South 77°48'01" East, a distance of 15.43 feet; thence North 83°42'02" East, a distance of 2.54 feet; thence South 75°59'55" East, a distance of 35.62 feet; thence South 76°12'30" East, a distance of 53.32 feet; thence South 79°53'15" East, a distance of 37.36 feet; thence North 75°27'31" East, a distance of 40.29 feet; thence North 41°56'10" East, a distance of 38.41 feet; thence North 00°00'00" East, a distance of 25.34 feet; thence North 90°00'00" West, a distance of 0.99 feet; thence North 00°34'00" West, a distance of 40.75 feet; thence South 89°47'26" East, a distance of 3.39 feet; thence North 00°12'34" East, a distance of 23.33 feet; thence South 89°47'31" East, a distance of 9.55 feet; thence North 00°00'02" East, a distance of 7.67 feet; thence North 89°59'58" West, a distance of 1.13 feet; thence North 00°00'02" East, a distance of 117.85 feet; thence South 89°59'58" East, a distance of 1.15 feet; thence North 00°00'02" East, a distance of 7.67 feet; thence North 90°00'00" West, a distance of 9.04 feet; thence North 00°00'00" East, a distance of 22.31 feet; thence North 43°46'21" West, a distance of 27.88 feet; thence North 69°08'57" West, a distance of 14.17 feet to a point on aforesaid existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run along said Westerly Limited Access Right of Way line the following eight (8) courses: thence North 01°37'39" West, a distance of 30.47 feet; thence North 00°35'02" West, a distance of 70.00 feet; thence North 20°33'58" East, a distance of 83.21 feet; thence North 36°41'00" East, a distance of 95.76 feet; thence North 70°21'53" East, a distance of 45.00 feet; thence North 39°37'20" East, a distance of 23.92 feet; thence North 00°35'35" West, a distance of 60.00 feet; thence North 89°27'31" East, a distance of 97.00 feet; thence departing said Westerly Limited Access Right of Way line, run South 00°32'30" East, a distance of 15.75 feet; thence South 34°12'07" West, a distance of 28.69 feet; thence South 08°35'17" West, a distance of 53.45 feet; thence South 23°02'26" West, a distance of 146.75 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 506.00 feet, a chord distance of 76.60 feet and a chord bearing of South 20°31'53" West; thence from a tangent bearing of South 24°52'22" West run Southwesterly along the arc of said curve through a central angle of 08°40'57", a distance of 76.68 feet; thence departing said curve, run South 11°52'54" West, a distance of 100.14 feet; thence North 89°59'58" West, a distance of 8.95 feet; thence South 00°00'02" West, a distance of 7.67 feet; thence South 89°59'58" East, a distance of 1.13 feet; thence South 00°00'02" West, a distance of 117.88 feet; thence North 89°59'58" West, a distance of 1.13 feet; thence South 00°00'02" West, a distance of 7.67 feet; thence North 89°51'31" East, a distance of 7.29 feet; thence South 00°31'00" East, a distance of 19.53 feet; thence South 07°25'51" East, a distance of 48.54 feet; thence South 20°16'44" East, a distance of 45.66 feet;

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 10 FOR LEGEND
SEE SHEETS 10-12 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-4

SCALE: N/A

SHEET 2 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A
CONTINUED FROM SHEET 2

thence South 62°43'08" East, a distance of 39.60 feet; thence South 50°17'42" East, a distance of 19.64 feet; thence North 80°49'50" East, a distance of 228.84 feet; thence North 83°11'31" East, a distance of 84.21 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence South 74°35'53" West, a distance of 48.65 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 416.00 feet, a chord distance of 93.32 feet and a chord bearing of South 68°01'21" West; thence from a tangent bearing of South 74°27'46" West run Southwesterly along the arc of said curve through a central angle of 12°52'50", a distance of 93.52 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 127.00 feet and a chord bearing of South 50°02'56" West; thence from a tangent bearing of South 61°38'29" West run Southwesterly along the arc of said curve through a central angle of 23°11'07", a distance of 127.87 feet; thence departing said curve and said Easterly Limited Access Right of Way line, run North 51°11'17" West, a distance of 44.96 feet; thence South 65°37'23" West, a distance of 69.92 feet; thence South 46°18'06" West, a distance of 38.40 feet; thence South 11°06'05" West, a distance of 88.55 feet; thence South 09°42'13" West, a distance of 126.66 feet; thence South 11°17'44" West, a distance of 129.66 feet; thence South 02°23'43" West, a distance of 75.69 feet; thence South 25°30'20" East, a distance of 47.86 feet; thence South 73°53'14" East, a distance of 64.70 feet; thence North 89°57'14" East, a distance of 30.31 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°30'53" East along said Easterly Limited Access Right of Way line, a distance of 16.90 feet to the POINT OF BEGINNING.

Containing 5.336 acres, more or less.

PART B
A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following four (4) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 273.77 feet to the POINT OF BEGINNING; thence continue North 00°50'15" West, a distance of 5.23 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said East Right of Way line, run North 89°35'57" East along said Westerly Limited Access Right of Way line, a distance of 171.32 feet; thence departing said Westerly Limited Access Right of Way line, run South 78°07'07" West, a distance of 7.23 feet; thence South 88°16'34" West, a distance of 164.24 feet to the POINT OF BEGINNING.

Containing 553 square feet, more or less.

SEE SHEET 10 FOR LEGEND
SEE SHEETS 10-12 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025		CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY	M ROLLINS				
CHECKED BY	S WARE				
DEWBERRY PROJECT NO.	50185530		Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
			800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 3 OF 17
REVISION	BY	DATE			

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART F

Release of a portion of the Limited Access Rights along the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence departing said Easterly Limited Access Right of Way line, run North 89°58'56" West along said North Right of Way line of Conley Street, a distance of 254.19 feet to aforesaid existing Westerly Limited Access Right of Way line of said I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said North Right of Way line, run along said Westerly Limited Access Right of Way line the following eight (8) courses: thence North 00°29'51" West, a distance of 193.02 feet; thence North 87°35'45" West, a distance of 6.21 feet; thence North 00°36'06" West, a distance of 186.18 feet; thence North 22°35'57" West, a distance of 40.28 feet; thence North 89°57'52" West, a distance of 71.41 feet; thence North 00°30'29" West, a distance of 91.37 feet; thence North 49°34'02" West, a distance of 30.81 feet; thence South 89°57'09" West, a distance of 63.04 feet to a point on the existing East Right of Way line of Parramore Avenue as shown on aforesaid Right of Way Map for the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
SEE SHEETS 15-16 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	N ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50385530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-4

SCALE: N/A

SHEET 6 OF 17

Proof

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART G

Release of a portion of the Limited Access Rights along the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 279.00 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map for the POINT OF BEGINNING; thence departing said East Right of Way line run North 89°35'57" East along said Westerly Limited Access Right of Way line, a distance of 171.32 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

PART H

Release of a portion of the Limited Access Rights along the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 279.00 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said East Right of Way line run along said Westerly Limited Access Right of Way line the following nine (9) courses: thence North 89°35'57" East, a distance of 262.09 feet to the POINT OF BEGINNING; thence North 01°37'39" West, a distance of 30.47 feet; thence North 00°35'02" West, a distance of 70.00 feet; thence North 20°33'58" East, a distance of 83.21 feet; thence North 36°41'00" East, a distance of 95.76 feet; thence North 70°21'53" East, a distance of 45.00 feet; thence North 39°37'20" East, a distance of 23.92 feet; thence North 00°35'35" West, a distance of 60.00 feet; thence North 89°27'31" East, a distance of 97.00 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
SEE SHEETS 16-17 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2005
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50385530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-4

SCALE: N/A

SHEET 7 OF 17

Proof

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART I
Release of a portion of the Limited Access Rights along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line, run along said Easterly Limited Access Right of Way line the following six (6) courses: thence North 00°30'53" West, a distance of 278.59 feet; thence North 10°46'34" East, a distance of 105.88 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of North 24°38'38" East; thence from a tangent bearing of North 10°49'53" East run Northeasterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet to the POINT OF BEGINNING; thence continue along said curve concave Southeasterly, having a radius of 316.00 feet, a chord distance of 127.00 feet and a chord bearing of North 50°02'56" East; thence run Northeasterly along the arc of said curve through a central angle of 23°11'07", a distance of 127.87 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 416.00 feet, a chord distance of 93.32 feet and a chord bearing of North 68°01'21" East; thence from a tangent bearing of North 61°34'56" East run Northeasterly along the arc of said curve through a central angle of 12°52'50", a distance of 93.52 feet; thence departing said curve, run North 74°35'53" East, a distance of 48.65 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

PROOF

SEE SHEET 10 FOR LEGEND
SEE SHEETS 15-16 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025		CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY	M ROLLINS				
CHECKED BY	S WARE		Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.	50185530		800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 8 OF 17
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART J

Release of a portion of the Limited Access Rights along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said North Right of Way line, run North 00°30'53" West along said Easterly Limited Access Right of Way line, a distance of 16.90 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

Proposed

SEE SHEET 10 FOR LEGEND
SEE SHEETS 15-16 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

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)

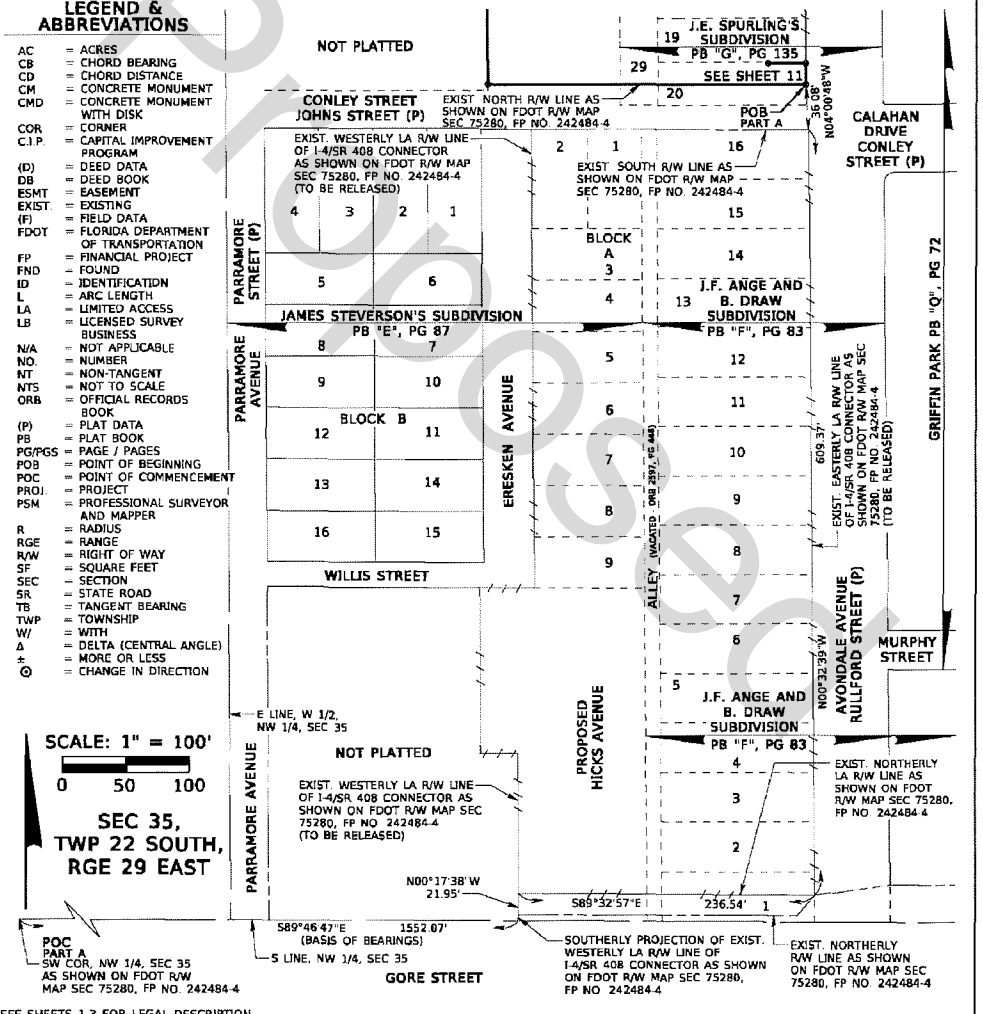
SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-4

SCALE: N/A

SHEET 9 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185330

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

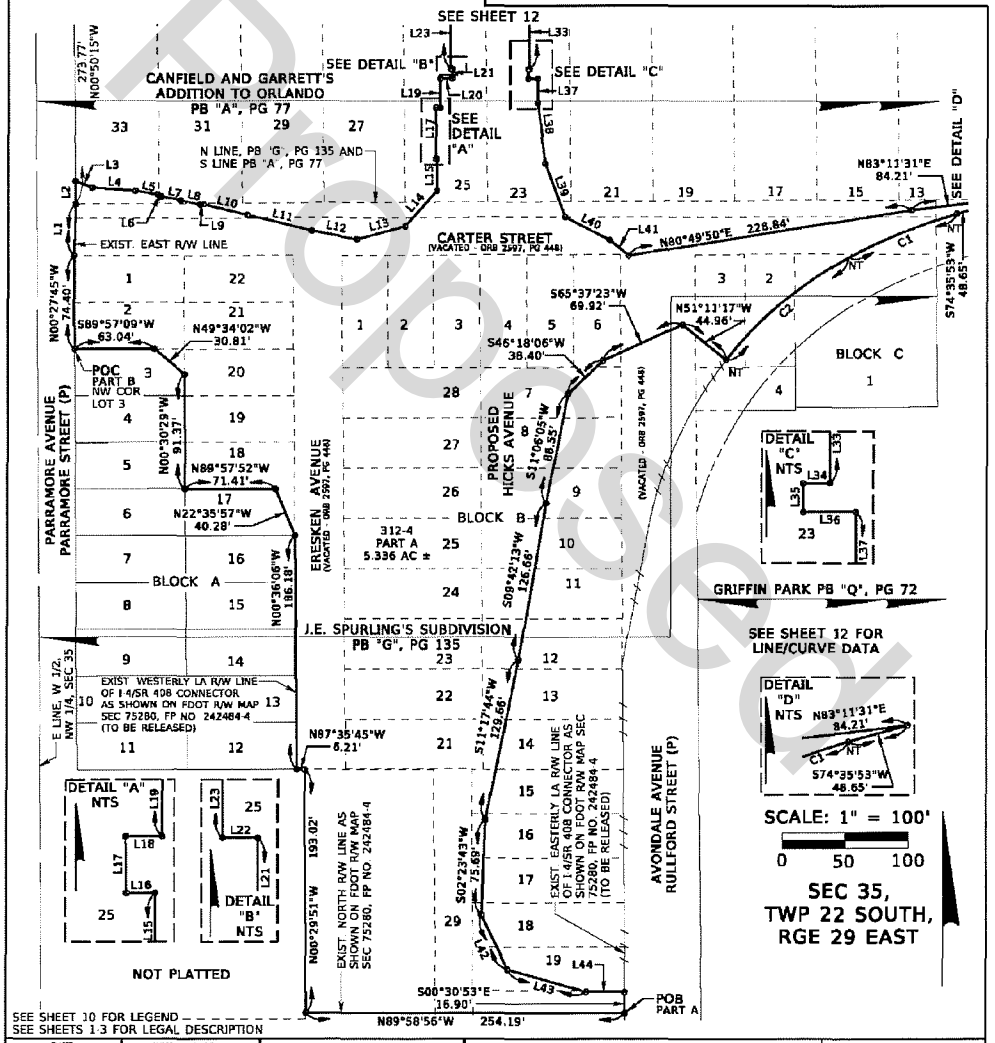
PARCEL 312-4

SCALE: 1"=100'

SHEET 10 OF 17

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

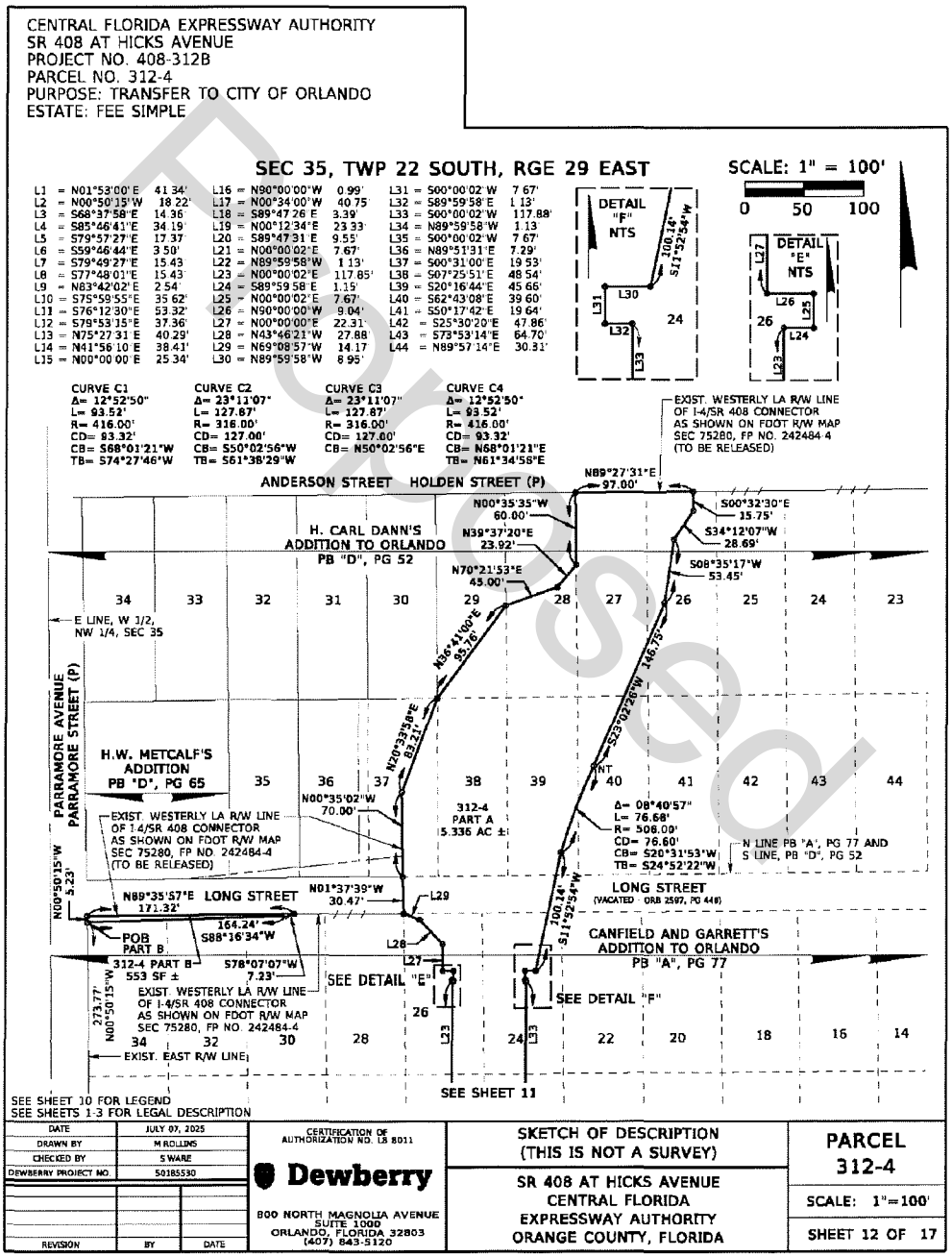
PARCEL 312-4

SCALE: 1"=100'

SHEET 11 OF 17

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50385530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

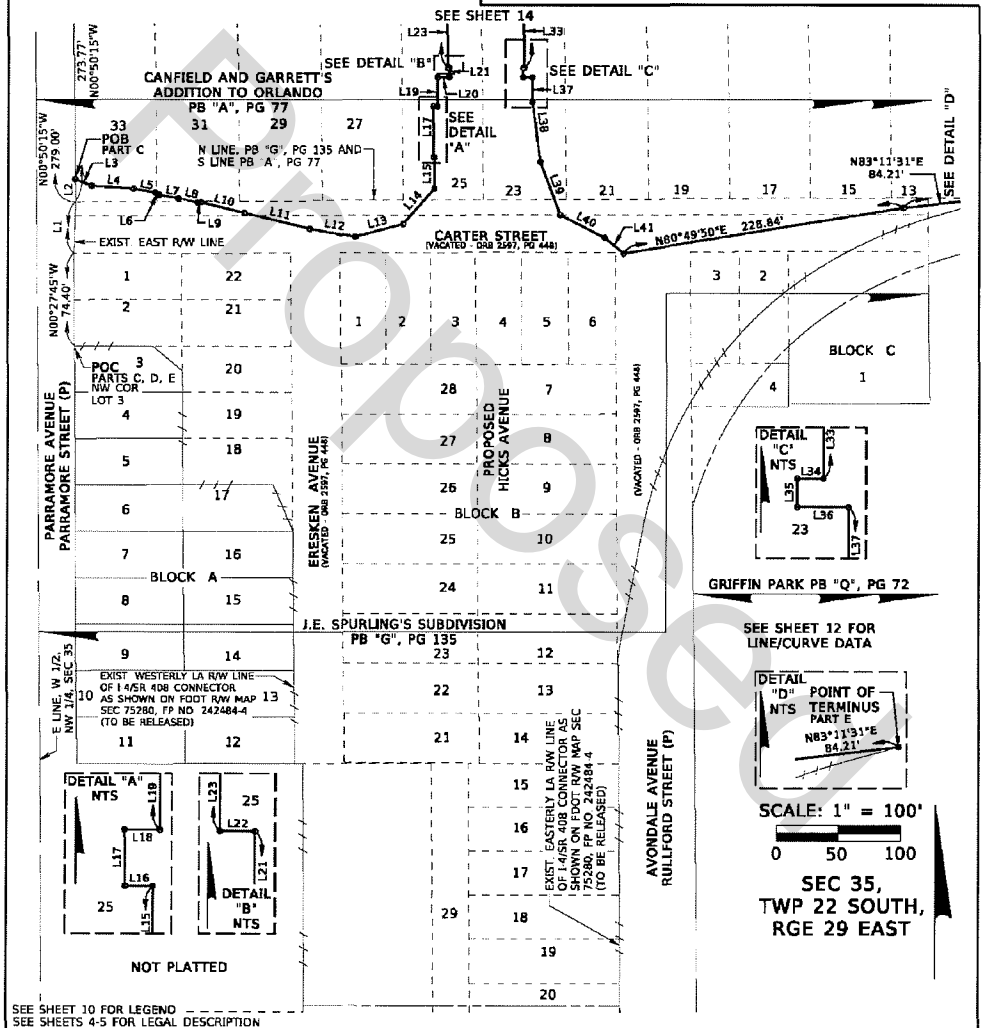
PARCEL 312-4

SCALE: 1"=100'

SHEET 12 OF 17

Exempt

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS ONLY
ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
SEE SHEETS 4-5 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025		
DRAWN BY	M ROLLINS		
CHECKED BY	S WARE		
DEWBERRY PROJECT NO.	50185530		
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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

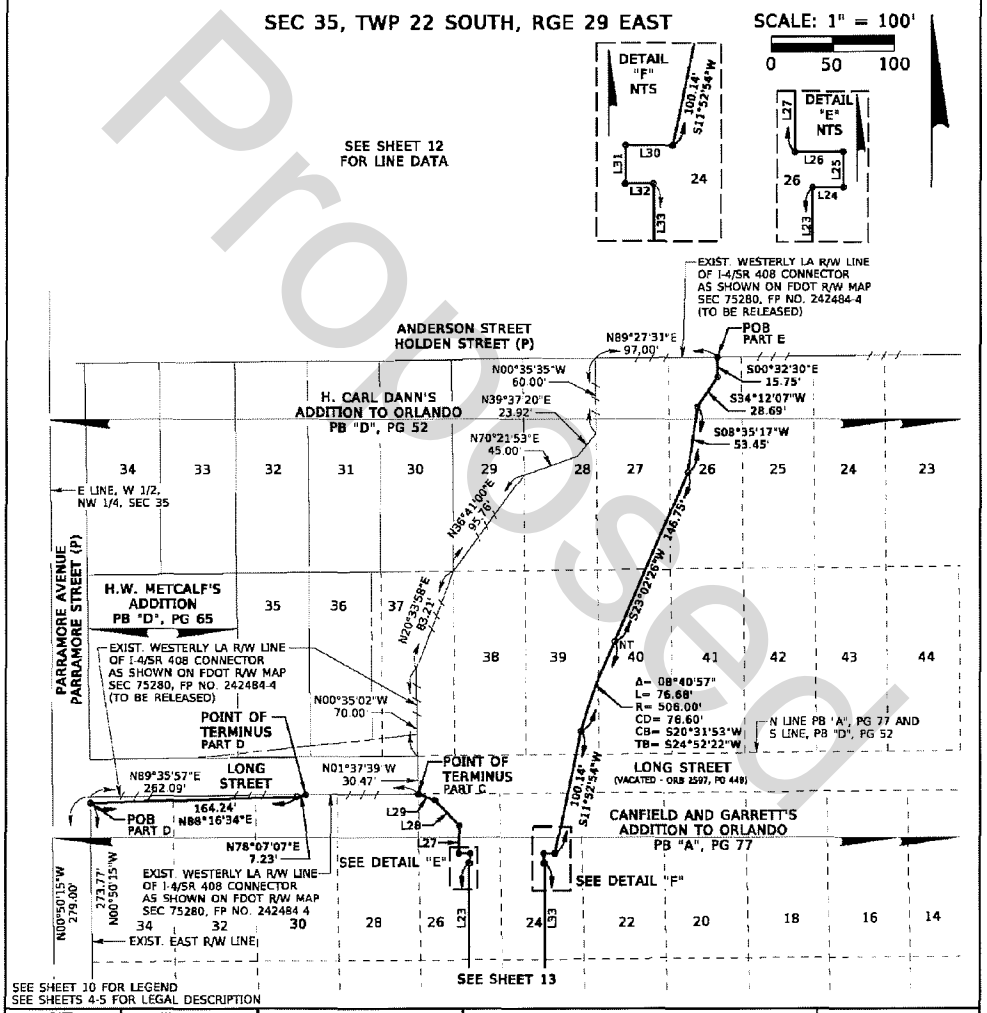
PARCEL 312-4

SCALE: 1"=100'

SHEET 13 OF 17

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS ONLY
ESTATE: FEE SIMPLE



DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

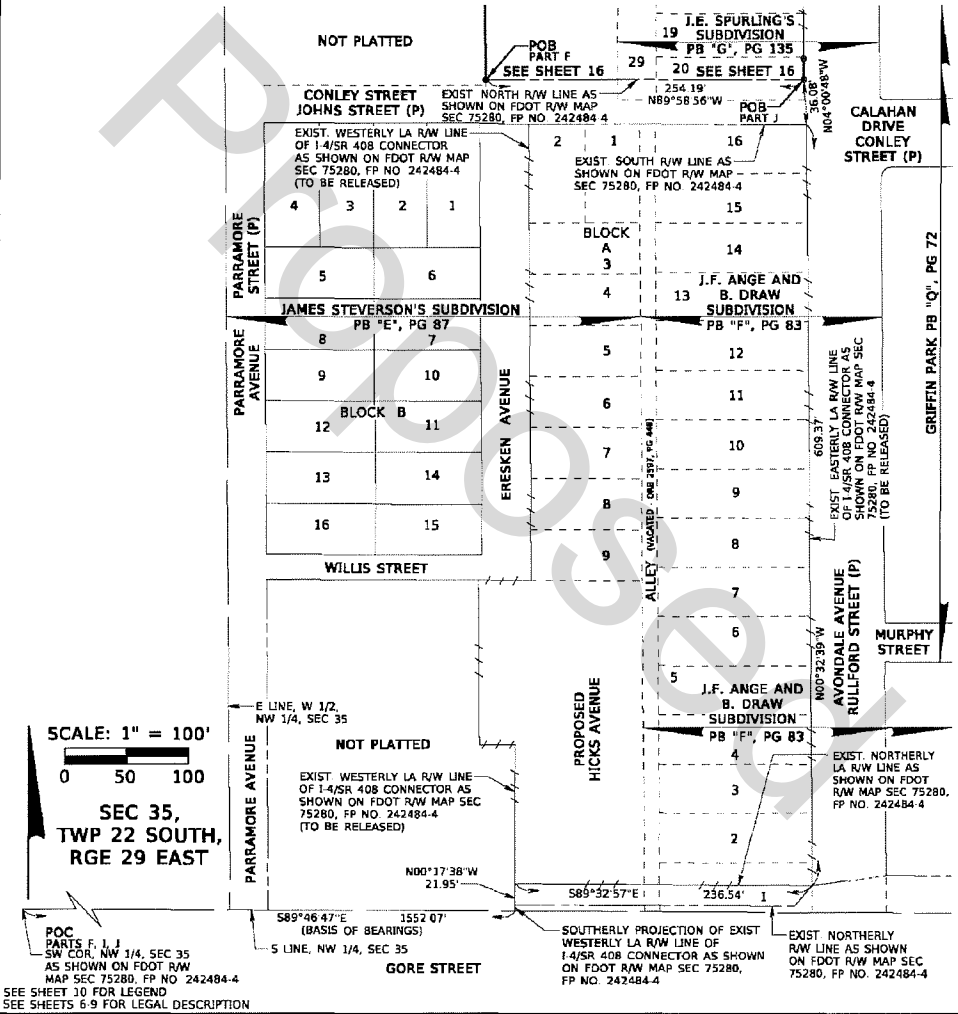
PARCEL 312-4

SCALE: 1"=100'

SHEET 14 OF 17

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
SEE SHEETS 6-9 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO.	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

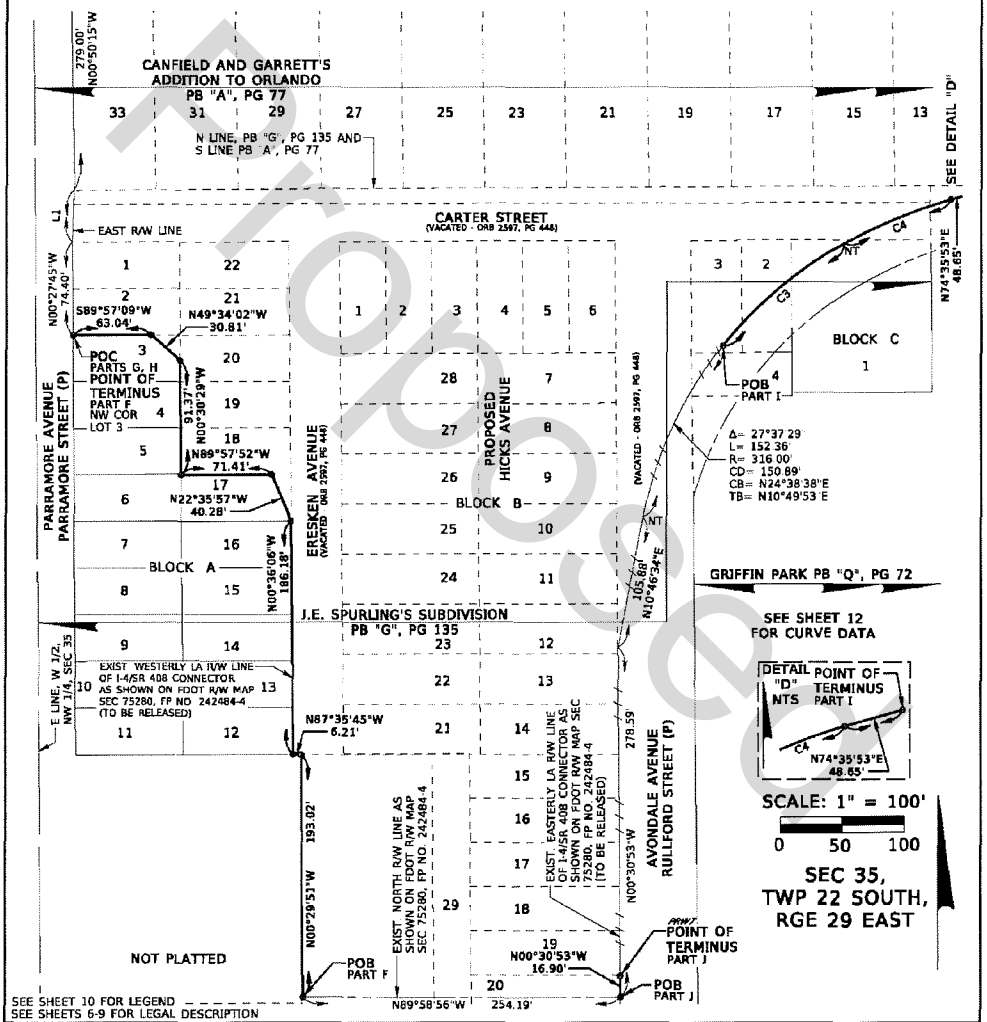
PARCEL 312-4

SCALE: 1"=100'

SHEET 15 OF 17

Proposed

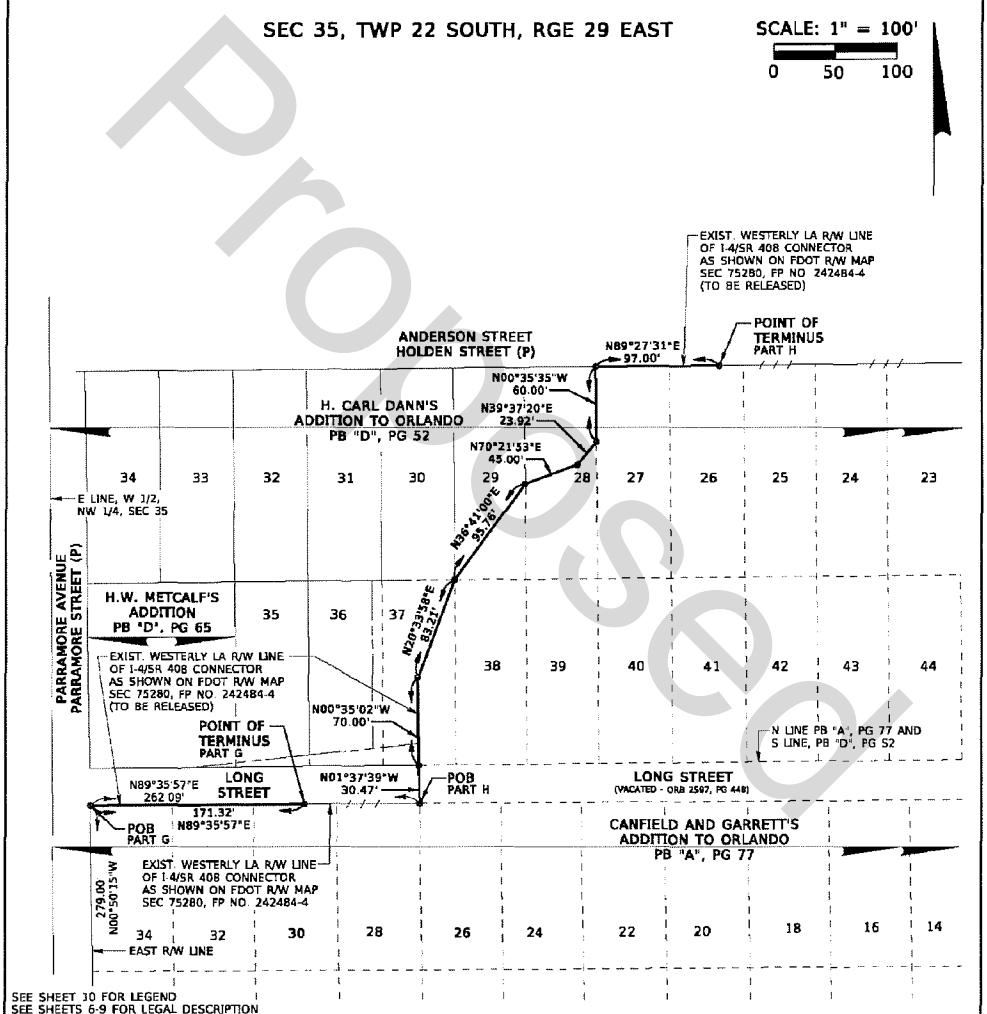
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE



DATE	JULY 07, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)
DRAWN BY	M ROLLINS	Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
CHECKED BY	S WARE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	PARCEL 312-4
DEWBERRY PROJECT NO.	50185530		SCALE: 1"=100'
REVISION / BY / DATE			SHEET 16 OF 17

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
SEE SHEETS 6-9 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185530

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)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-4

SCALE: 1"=100'

SHEET 17 OF 17

Proposed

ORLDOCS 24001376 1

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 28, 2026

SUBJECT: Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando for Utility Relocation Services Associated with the SR 534 Project.

The proposed Utility Relocation Agreement (the **"Agreement"**) between the Central Florida Expressway Authority (**"CFX"**) and the City of Orlando (the **"City"**) provides for the relocation of the City's existing 24-inch gravity sewer main, 16-inch reclaimed water main, and portions of a 24-inch force main that conflict with the State Road 534 Project at State Road 417 (the **"Project"**).

Under the Agreement, the City will retain Burgess & Niple, Inc. to provide professional engineering and related services for the utility relocation, including project design, project management, permitting, and construction administration. CFX will reimburse the City for those services in an amount not to exceed $358,586.10, inclusive of a $15,000 contingency, and the City must obtain CFX's written approval before utilizing any such contingency funds. The construction work necessary to relocate the facilities will be performed by a contractor selected by CFX.

This is included in the Five Year Work Plan.

Board approval of the Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando for Utility Relocation Services Associated with the SR 534 Project, is requested.

MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfirm.com

MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right of Way Counsel *Marcos Marchena*
Marchena and Graham, P.A.

DATE: September 14, 2026

SUBJECT: Proposed Utility Relocation Agreement with the City of Orlando Regarding Relocation of 24-Inch Gravity Sewer Main, 16-Inch Reclaimed Water Main, and 24-Inch Force Main for SR 534 Project at the intersection with SR 417.

Marchena and Graham, P.A., Right of Way Counsel, seeks approval by the CFX Board of a proposed Utility Relocation Agreement between the Central Florida Expressway Authority (**"CFX"**) and the City of Orlando (the "**Orlando**") for relocation of a 24-inch gravity sewer main, a 16-inch reclaimed water main, and a 24-inch force main related to State Road ("SR") 534 project at the intersection with SR 417 (**"SR 534 Project"**), in Orange County, Florida.

BACKGROUND AND DESCRIPTION

To facilitate the SR 534 Project, CFX requires the relocation of 24-inch gravity sewer main, a 16-inch reclaimed water main, and a 24-inch force main within the existing utility easement (the **"Utility Relocation"**). The 24-inch gravity sewer main, the 16-inch reclaimed water main, and the 24-inch force main are owned and operated by Orlando.

CFX staff and legal counsel have negotiated a Utility Relocation Agreement which sets out the terms and responsibilities for CFX and Orlando to carry out the Utility Relocation in the SR 534 Project at the intersection with SR 417 (the "**Agreement**"). The Agreement is attached hereto as **Attachment "A"**.

Pursuant to the terms of the Agreement, CFX will reimburse Orlando for the services of Burgess & Niple, Inc., to design the project and provide project management, permitting, and construction administration for the Utility Relocation. CFX will procure the contractor to perform the relocation work and pay for the Utility Relocation utilizing CFX's standard procurement and selection process.

The not-to-exceed reimbursement by CFX to the City of Orlando for services provided by Burgess & Niple, Inc., is $358,586.10, inclusive of a $15,000 contingency to be utilized only upon written approval by CFX.

REQUESTED ACTION AND RECOMMENDATION

Approval of proposed Utility Relocation Agreement with the City of Orlando Regarding Relocation of a 24-inch gravity sewer main, a 16-inch reclaimed water main, and a 24-inch force main for SR 534 Project at the intersection with SR 417 in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Proposed Utility Relocation Agreement with the City of Orlando Regarding Relocation of 24-inch gravity sewer main, a 16-inch reclaimed water main, and a 24-inch force main for SR 534 Project at the intersection with SR 417

Attachment "A"

UTILITY RELOCATION AGREEMENT
CFX Project Number 534-241
24-Inch Gravity Sewer Main, 16-Inch Reclaimed Water Main and 24-Inch Force Main

This UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2026, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 ("City").

Proposed

RECITALS

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes, 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, the City, a municipal corporation existing under and governed by virtue of the laws of the State of Florida is authorized by Chapter 166, Florida Statutes, to exercise broad governmental, corporate, and proprietary powers as necessary for the City to conduct municipal business, including the power to contract with other public agencies for the provision of municipal services; and

WHEREAS, CFX is undertaking improvements to advance the development of the 14-mile toll road that will provide congestion relief and enhance east-west travel options in Southeast Orange and Northeast Osceola counties associated with the State Road 534 Project, and the particular portion of the Project to which this Agreement relates is located in the vicinity of the to be built State Road 534 and the intersection with State Road 417 within Orange County, Florida ("Project"); and

WHEREAS, in connection with the Project, CFX has determined that relocation of the City's existing 24-inch gravity sewer main, 16-inch reclaimed water main, and portions of the 24-inch force main located within an existing utility easement is necessary; and

WHEREAS, the City owns and operates the 24-inch gravity sewer, the 16-inch reclaimed water main, and the 24-inch force main (jointly the "Facilities") that must be relocated to accommodate the Project; and

WHEREAS, the City desires to retain the services of Burgess & Niple, Inc. ("Engineer") to provide professional engineering and related services for the design of the Facilities relocation work, including project design, project management, permitting, and construction administration services; and

WHEREAS, the services to be performed by Engineer are as set forth in the Scope of Services document attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CFX has agreed to reimburse the City for the fees and costs incurred by the City to engage Engineer for the above-referenced services in an amount not to exceed Three Hundred Fifty-Eight Thousand Five Hundred Eighty-Six Dollars and 10/100 ($358,586.10), which is inclusive of Contingency Funds in the amount of Fifteen Thousand Dollars and No/100 ($15,000.00), subject to the terms and conditions of this Agreement. Prior to making any payment to the Engineer from the Contingency Funds, the City will obtain written approval from the CFX; and

WHEREAS, the actual construction work necessary to relocate the Facilities will be performed by a contractor selected by CFX pursuant to CFX's standard procurement and contractor selection procedures.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the mutual benefits flowing each to the other, the receipt and sufficiency of which are hereby acknowledged by each party, CFX and the City agree as follows:

Proposed

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference and made part of this Agreement.

2. GRANT OF AUTHORITY.

Subject to the terms of this Agreement, the City authorizes CFX to take all steps deemed necessary by CFX to relocate the Facilities within the CFX limited access/right of way pursuant to the design provided by Engineer.

3. CITY RESPONSIBILITIES

3.1 Retention of Engineer

The City shall retain Engineer to perform professional services related to the utility relocation, including project design, project management, permitting, and construction administration services in accordance with the Scope of Services attached hereto as Exhibit "A."

3.2 Coordination

The City shall coordinate with CFX and Engineer as reasonably necessary to facilitate timely completion of the utility relocation design and related services in accordance with the Scope of Services attached hereto as Exhibit "A".

3.3 Invoices Procedure

a. The City shall submit invoices to CFX for reimbursement of Engineer's services at no greater than monthly intervals. Each invoice shall include reasonably required supporting documentation, including invoices from Engineer and such additional documentation as CFX may reasonably request to verify the services performed and costs incurred. All invoices shall be submitted to Billing@CFXway.com.

b. The City shall submit a final invoice to CFX for payment of all reimbursable fees and costs within one hundred eighty (180) days after completion of the services by Engineer.

c. All fees and costs records and accounts shall be maintained in auditable condition for a period of two (2) years after final payment is received by the City and shall be subject to audit by a representative of CFX at reasonable dates and times as mutually agreed to in advance by the parties in writing (email is sufficient) and at CFX's sole expense.

4. CFX RESPONSIBILITIES

4.1 Reimbursement

CFX agrees to reimburse the City for the actual fees and costs incurred by the City for Engineer's services described herein in an amount not to exceed Three Hundred Fifty-Eight Thousand Five Hundred Eighty-Six Dollars and 10/100 ($358,586.10). In the event the amount due Engineer will exceed the not to exceed amount, the City shall notify CFX promptly of the amount and reason the additional expense and such additional expense shall be subject to CFX's reasonable approval.

4.2 Payment

CFX shall make payment to the City within forty-five (45) days following receipt and approval of the City's invoices and supporting documentation.

4.3 Construction Contractor

The construction work necessary to relocate the reclaimed water main pursuant to the design prepared by Engineer shall be performed by a contractor selected by CFX in accordance with CFX's standard procurement and contractor selection process. All fees and costs to relocate the reclaimed water main shall be the responsibility of CFX. All work associated with the Project shall comply with applicable federal, state and/local codes, laws, rules and regulations.

5. MAINTENANCE

Upon completion of the Facilities relocation the City shall continue to be responsible for the maintenance of the Facilities.

Proposed

6. TERM

This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the services contemplated herein and final payment by CFX to the City hereunder, unless earlier terminated in accordance with the terms of this Agreement.

7. INSURANCE AND BOND REQUIREMENTS

The City shall incorporate its standard insurance requirements in its contract with Engineer. CFX shall incorporate its standard insurance and Public Construction Bond requirements in the construction contract documents for Project. The general liability insurance policy provided by CFX's contractor shall name the City and CFX as additional insureds. The Public Construction Bond shall remain in full force and effect until one (1) year after substantial completion of the Project.

8. AMENDMENT

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. This Agreement may be amended only by a written instrument executed by both parties.

9. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Proposed

13. RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties. Neither party shall have the authority to bind the other party or to incur any obligation on behalf of the other party.

14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

15. VENUE.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of Orange County, Florida, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts.

16. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. CONSTRUCTION.

CFX and the City acknowledge that this Agreement was prepared after negotiations between the parties and this Agreement shall 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.

18. HEADINGS.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19. DESIGNATION OF PROJECT MANAGER AND CONTACT.

Each party designates its project manager and designates the individual below for coordination and notice:

Proposed

Central Florida Expressway Authority
David Falk, PE
Director of Engineering
4974 ORL Tower Road, Orlando, FL 32807
david.falk@cfxway.com
Office: 407-690-5383
Cell: 407-242-1988

City of Orlando
Kristi L. Fries, P.E. Assoc. DBIA
Project Manager II
City of Orlando
Public Works Department
400 S. Orange Ave.
Orlando, Florida 32801
Office: 407-246-3353
Cell: 407-466-7006
Email: Kristina.fries@cityoforlando.net

Proposed

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

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

By: _____
Buddy Dyer, as Chairman
Date: _____

WITNESSES:

_____
Print Name: _____
Address: _____
_____

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

MARCHENA & GRAHAM, P.A.

_____
Print Name: _____
Address: _____
_____

By: Marcos Marchena
Marcos R. Marchena, Right of Way Counsel
Date: 09/21/26

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by _____, as _____ of the Central Florida Expressway Authority, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

[Affix Seal]

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

Proposed

CITY OF ORLANDO

ATTEST:

By: _____
Mayor / Mayor Pro Tem

By: _____
Stephanie Herdocia, City Clerk

Name: _____
Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me by means of [__] physical presence or [__] online notarization this ___ day of _____, 2026, by _____and Stephanie Herdocia, as the Mayor / Mayor Pro Tem and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

WITNESS MY hand and official seal this ____ day of _____, 2026.

_____
Name
Notary Public
Serial Number: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
_____, 2026

By: _____

Name: _____
Title: Assistant City Attorney

Proposed

EXHIBIT "A"

Scope of Services

Burgess & Niple, Inc.

Proposed

BURGESS & NIPLE

1800 Pembrook Drive | Suite 265 | Orlando, FL 32810 | 407.401.8527

Ms. Kristi Fries, PE
Project Manager II
City of Orlando
400 South Orange Avenue, 8th Floor
Orlando, FL 32801

Re: Utility Relocation for CFX SR-534

Ms. Fries:

Burgess & Niple, Inc. (B&N) is pleased to submit this proposal to assist the City of Orlando (City) with utility relocation of the existing 24-inch gravity sewer, 16-inch reclaimed water main and portions of the 24-inch force main in conflict with the SR-534 at SR-417 roadway improvements project. The enclosed proposal outlines the project background and scope of services. Services will commence upon receipt of an executed purchase order and issuance of notice-to-proceed. We look forward to working with the City on this assignment!

Proposal

BACKGROUND

The City currently owns and operates a gravity sewer collection system and reclaimed water transmission system running parallel to the north side of SR-417 between Lake Nona Blvd and Boggy Creek Road. The utilities include a 24-inch gravity sewer main installed between 12- to 18-feet deep and a 16-inch reclaimed water main installed approximately 4-feet deep. Between the City's Lift Station 139 and the Orlando Utilities Commission (OUC) electrical substation approximately 3,100 LF northeast of the lift station, these utilities were installed approximately 45' north of the SR-417 Limited Access Right-of-Way (L/A ROW) line in a parcel owned by Lake Nona Land Co, LLC.

As part of the Central Florida Expressway Authority's (CFX) SR-534 roadway construction project, additional connectivity is being added between SR-417, Lake Nona Blvd and Boggy Creek Road. To facilitate this design, CFX purchased additional L/A ROW land from Lake Nona Land Co, LLC. This land included the City's utilities. In April 2026, at the 90% design stage of the SR-534 project, the roadway team informed the City that their existing utilities are in conflict with the proposed design and must be relocated.

Based on preliminary review of the project corridor, the City seeks to relocate their existing utilities into Lake Nona Land Co, LLC owned property to the north along an adjacent access roadway and obtain an easement from Lake Nona Land Co, LLC. This will ensure no future relocation of the City's utilities will be required. Currently, OUC also maintains an easement through this corridor for access and electrical transmission infrastructure. Coordination with OUC will be required.

In addition to these lines, additional segmental relocation will be required of the 24-inch force main discharging to LS 139 and the reclaimed and gravity sewers along Lake Nona Blvd due to proposed drainage conflicts.

SCOPE OF SERVICES

The proposed scope of service includes the following tasks and subtasks. Details of subtask activities are included in the summary below. Subconsultant proposals can be found in **Attachment A.**

Task 1: Project Setup, Management & Coordination

A. Establish the project controls in accordance with City requirements including activity tracking, schedule milestones, invoicing requirements and invoice summary report composition.
B. Conduct a Project Kick-off Meeting with City staff. This meeting will serve to establish lines of communication for the project, perform an overview of the project scope, review the project schedule and outline critical coordination items with other agencies including CFX, OUC and the property owner. B&N will be responsible for preparing and distributing a meeting agenda and a meeting summary.
C. Provide monthly project status updates to the City to discuss project progress, currently ongoing activities, outstanding action items and review the project schedule.
D. Prepare monthly invoices in accordance with the established project control requirements.

Task 2: Stakeholder Coordination

A. B&N will coordinate with the CFX Utility Coordinator and design team to confirm utility relocation requirements, timelines and projects updates. It is anticipated that three (3) coordination meetings will be required including an initial alignment review and the Utility Coordinator must review the 90% and 100% design submittals. B&N will arrange the coordination meetings as well as prepare and distribute meeting agendas and summaries.
B. B&N will coordinate with CFX and the FDOT Utilities Liasson regarding removal/abandonment requirements for the existing utilities. Cost comparisons will be present for the alternatives of removal versus abandonment to assist in the decision-making process.
C. B&N will coordinate with OUC to evaluate existing and planned infrastructure within the OUC easement and overall project corridor. It is anticipated that three (3) coordination meetings will be required including an initial alignment review and review of the 90% and 100% design submittals. B&N will arrange the coordination meetings as well as prepare and distribute meeting agendas and summaries.
D. B&N will coordinate with the Lake Nona Land Co, LLC to present the proposed infrastructure relocations and desired easement limits. It is anticipated that B&N will participate in one (1) meeting regarding the easement. The City will be responsible for facilitating this meeting and any additional correspondence with the property owner.

Proposal

Task 3: Field Data Collection

A. Geotechnical Investigation
   - As a subconsultant to B&N, ***Antillian Engineering*** will conduct geotechnical investigations to facilitate design and construction requirements of the work. Borings are anticipated at 500-foot pacing along the pipe alignment. Specific activities will include:
     - Stake boring locations and coordinate underground utility clearance at the site.
     - Mobilization of truck mounted drill rig and crew.
     - Perform seven (7) Standard Penetration Test (SPT) boring to a depth of 20 feet in the along the proposed pipe alignment.
     - Perform visual classification and required laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size, organic testing, and corrosion analysis to verify visual classification of soil types.

   - The exploration will be supervised by a qualified Geotechnical Engineer registered in the state of Florida, and the results of the exploration will be presented in a geotechnical engineering report. The report will address the following items:
     - Existing site conditions
     - Exploration, testing and sampling methods
     - Subsurface soil conditions encountered and soil classifications
     - Soil densities, if required due to proposed directional drilling or jack-and-bore construction methods.
     - Depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels.
     - A discussion of general site preparation techniques, excavation, backfilling and fill compaction for installation of the proposed pipeline(s).

B. Survey Control
   - As a subconsultant to B&N, ***voler Group*** will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be references to Florida State Plan, North American Datum of 1983 (NAD83). Elevations will be references to North American Vertical Datum of 1988 (NAVD88).

C. Topographic Survey (50-Grid and/or Cross Sections)
   - As a subconsultant to B&N, ***voler Group*** complete a topographic survey. The topographic survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems within survey limits. The survey will extend from the fence line on the north Limited Access R/W line of CFX 417 to the tow of slope of the rails of OUC Railroad to the north, for a distance of approximately 3,100 feet northeast from Lift Station 139. The survey will be displayed at 1-foot contour intervals.

Proposed

D. Legal Descriptions
    - The City is anticipated to require an easement from Lake Nona Land Co, LLC from parcel 232430000000002. As a subconsultant to B&N, ***voler Group*** will provide two (2) recordable Legal Descriptions and Sketches.
    - The Survey will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

E. Subsurface Utility Excavation – Quality Level "A": As a subconsultant to B&N, ***voler Group*** will perform four (4) soft surface excavation test holes at locations to be determined. A Sunshine 811 ticket request will be called to allow 72 hours in advance of the proposed excavation as is required by law. The utility at each position will be verified both horizontally and vertically up to a depth of approximately ten (10) feet. Equipment capability limits include soft excavating to a depth of six (6) feet and air probing to a depth of ten (10) feet. It is possible that ground water intrusion and/or soil conditions at any given position could prevent a clear identification of any utility or obstruction. The depth and size of each utility will be measured and noted on a Subsurface Utility Report for each position, and if visible, the composition of the material of the pipe will also be noted. However, the condition of the material will not be determined. Each position will be restored to near pre-excavated condition with the excavated soil or like materials such as an asphalt or concrete patch.

F. Subsurface Utility Designation: As a subconsultant to B&N, ***voler Group*** will field mark (paint and flag) all public sub-surface utility mains discovered within the project limits. The paint and flags will be surveyed and mapped.

G. Site Visit: Upon receipt of the survey and after the 30% alignment submittal, the project team will conduct a site visit to the project corridor. The purpose of this site visit will be to review existing surface features and confirm constructability of the preliminary alignment. B&N will notify the City of any manholes shown on City GIS but not picked up on the field survey for the City to uncover and allow for subsequent survey data collection.

Proposed

<u>Task 4: Construction Document Development</u>

A. Prepare construction drawings and technical specifications indicating the scope, extent and character of the construction work to be performed and furnished by a Contractor. The technical specifications will be based on the 16 Division format of the Construction Specifications Institute. Submittals will be made at the 30%, 90% and 100% stages in accordance with the deliverables section below.
    - Construction Drawings: B&N will provide a comprehensive set of construction drawings required to complete relocation of the gravity sewer and reclaimed water force main. While it is common for the exact list of required plan sheets to evolve during construction document development, the following table presents the anticipated sheet list and deliverable schedule.
        - As a subconsultant to B&N, ***voler Group*** will be completing the Survey (V) sheets.

Preliminary Sheet List and Submittal Inclusion List					
			Submittal		
Sheet Number	Sheet Label	Sheet Name	30%	90%	100%
1	G-001	Cover Sheet and Location Map	x	x	x
2	G-002	Signature Sheet and Index of Drawings		x	x
3	G-003	Legend, Abbreviations and Utility Owners Contact List		x	x
4	G-004	General Notes		x	x
5	G-005	General Notes		x	x
6	G-006	Summary of Pay Items		x	x
7	V-100	Survey Control Sheet	x	x	x
8	V-101	Boundary and Topo Survey	x	x	x
9	C-001	Key Map, Soil Borings and Soft Digs	x	x	x
10	C-002	SWPPP General Notes		x	x
11	C-003	SWPPP Details		x	x
12	C-101	Easement Gravity Sewer P&P (1 of 7)	x	x	x
13	C-102	Easement Gravity Sewer P&P (2 of 7)	x	x	x
14	C-103	Easement Gravity Sewer P&P (3 of 7)	x	x	x
15	C-104	Easement Gravity Sewer P&P (4 of 7)	x	x	x
16	C-105	Easement Gravity Sewer P&P (5 of 7)	x	x	x
17	C-106	Easement Gravity Sewer P&P (6 of 7)	x	x	x
18	C-107	Easement Gravity Sewer P&P (7 of 7)	x	x	x
19	C-110	Lake Nona Gravity Sewer P&P (1 of 1)	x	x	x
20	C-201	Easement Reclaimed WM P&P (1 of 7)	x	x	x
21	C-202	Easement Reclaimed WM P&P (2 of 7)	x	x	x
22	C-203	Easement Reclaimed WM P&P (3 of 7)	x	x	x
23	C-204	Easement Reclaimed WM P&P (4 of 7)	x	x	x
24	C-205	Easement Reclaimed WM P&P (5 of 7)	x	x	x
25	C-206	Easement Reclaimed WM P&P (6 of 7)	x	x	x
26	C-207	Easement Reclaimed WM P&P (7 of 7)	x	x	x
27	C-210	Lake Nona Reclaimed WM P&P (1 of 1)	x	x	x
28	C-301	SR417 N 24" Force Main P&P (1 of 1)	x	x	x
29	C-600	Pipeline Connections Details		x	x
30	C-601	Construction Details (1 of 6)		x	x
31	C-602	Construction Details (2 of 6)		x	x
32	C-603	Construction Details (3 of 6)		x	x
33	C-604	Construction Details (4 of 6)		x	x
34	C-605	Construction Details (5 of 6)		x	x
35	C-606	Construction Details (6 of 6)		x	x
36	X-100	Asbuilt Asset Coordinate Table - Pipe and Structures		x	x

- Construction Specifications
  - B&N will provide technical specifications Divisions 2 through 16. No specifications will be provided with the 30% submittal. The 90% and 100% submittals will include a complete package of specifications.
  - It is understood that this work will be bid as part of a Utility Work by Highway Contractor (UWHC) with the CFX letting of the SR534 project. Therefore, B&N will

provide limited support for contract-related specifications. It is anticipated that this support may include:

- 00300 – Bid Form
- 01000 – Index of Drawings
- 01010 – Summary of Work
- 01014 – Sequence of Construction
- 01150 – Measurement and Payment

B. Conduct a constructability review prior to each submittal to review construction sequencing, required staging area, system bypassing and construction timeline.

C. Prepare an engineer's opinion of probable construction cost (EOPCC) with each submittal. An appropriate level of cost contingency shall be used as project unknowns are identified, and uncertainty is reduced.

D. Perform Quality Control reviews prior to each submittal to ensure accuracy of the documents and conformance with recent City design standards. B&N will complete Quality Assurance reviews to complete our QA/QC process.

E. Conduct submittal review meetings with City of Orlando staff after the 30% and 90% submittals. Prepare and distribute a meeting agenda prior to each review meeting. Prepare and distribute a meeting summary within 1 week after the conclusion of each review meeting.

Proposed

Task 5: Permitting

A. Prepare and submit project related permit applications and supporting documentation necessary to obtain required permits for construction and operation of the project from the Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) which have jurisdiction over the Project. It is anticipated that the following permits will be required:
    - FDEP Notification/Application for Constructing A Domestic Wastewater Collection / Transmission System (both gravity sewer and reclaimed water main)
    - FDEP Notification of Completion of Construction for a Domestic Wastewater Collection / Transmission System (both gravity sewer and reclaimed water main)
    - Environmental Resource Permitting through FDEP or SJRWMD

B. Respond to requests for additional information from permitting agencies.

C. Submit acquired permits to the City. All permit fees are included in this proposal and will be reimbursed by the City.

Task 6: Bidding Assistance

A. Submit construction drawings and specifications for bidding as part of the UWHC process with CFX. Construction drawings and specifications shall be formatted as MicroStation ORD and PDF, respectively.

B. Submit a final engineers opinion of probable construction cost (EOPCC) prior to project letting.

C. Attend a pre-bid conference scheduled by the CFX.

D. Consider written questions from bidders related to the Project and prepare all addenda as required to interpret, clarify or expand the Bidding Documents. Submit addenda to the CFX in a timely manner

that allows reception of addenda by all bidders no later than a minimum of seven (7) days prior to bid opening date.

Task 7: Construction Administration

It is understood that the City of Orlando and/or the CFX CEI representative will provide construction inspections. All instructions to the Contractor(s) shall be issued through either the City or the CFX CEI. The construction contract is expected to last a total of 36 months; however the UWHC work is anticipated to occur over the first 12 months of the contract.

A. Conformed Documents
   - Incorporate into the construction documents any revisions and clarifications that occurred during the bidding phase.
   - Provide the City with a complete signed and sealed conformed set of the Construction Documents in Microstation ORD and PDF format.

B. Preconstruction Conference
   - Attend a pre-construction conference organized by CFX.

C. Shop Drawings
   - Review shop drawings and product submittals for conformance with the Contract Documents and general compatibility with the design concept.
   - If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.
   - The proposed budget for this task is based on reviewing 20 shop drawing submittals and resubmittals at an average of 2 hours per submittal review.

D. Request for Information (RFIs)
   - Receive, review, evaluate, distribute and/or issue RFIs, Supplemental Instructions, RFPs, CCDs, and sketches and drawings to resolve actual field conflicts encountered and provide consultation and advice during the construction process.
   - The proposed budget for this task is based on providing responses to a total of 10 RFI's with 4 hours per response.

E. Construction Progress Meetings and Site Visits
   - Attend monthly construction progress meetings hosted by CFX or their CEI. It is anticipated there will be 12 progress meetings requiring attendance.
   - Attend monthly constriction site visits to observe the construction of the Project and discuss any concerns with the project team. It is anticipated there will be 10 site visits requiring attendance.

F. Substantial Completion
   - Conduct a substantial completion inspection of Project and prepare a comprehensive "punch list" for outstanding items or items requiring modifications. Provide the "punch list" to the City construction manager to compile and provide to the contractor.

Proposed

- Submit As-built drawings and necessary documents for project certification to the permitting agencies (FDEP and Water Management Districts) to obtain all approvals for the release of the gravity main and reclaimed water main for beneficial use.

G. Final Completion Inspection and Record Drawings
   - Conduct a final completion inspection of the Project to ensure all punch list items were completed.
   - Develop Record Drawings from the As-built Drawings supplied by the Contractor. The Record Drawings shall incorporate all partial clearance information. Indicate substantive deviations from the original design documents and certify whether the deviations are such that the original engineering design intent has or has not been "materially" accomplished by the finished construction. The accuracy of the location information is to be based upon the Contractor's Surveyor's as-builts.
   - The Record Drawings shall be a compiled representation of the constructed project; shall contain a listing of the sources and the basis of information used in the preparation of the Record Drawings; and shall contain a certification that they are believed to be correct to the best of the Engineer's knowledge.
   - Provide a complete set of electronic record drawings signed and sealed by the Engineer of Record.
   - Provide the electronic files in Microstation ORD format.

Proposed

ACTIVITIES TO BE COMPLETED BY CITY

In order to perform the scope of services outlined above, City staff will be required to participate in or furnish the following activities.

- Review meetings: City staff to review project deliverables prior to meetings and attend/participate in review discussions.
- Easement Acquisition: City staff will be required to complete legal easement acquisitions as anticipated for installation of the relocated utilities. B&N will provide the required supporting survey information for the City's legal department to complete acquisition.

ITEMS NOT INCLUDED

The following items are not included in this proposal and may be added via scope amendment at the request of City staff:

- USACE Permitting
- Funding assistance application support.
- Public relations services.

- Resident Project Representative services for daily construction inspection.

SCHEDULE

Project activities will be completed in accordance with the schedule below. This schedule is pending project authorization and may be revised depending on receipt of notice-to-proceed.

CITY OF ORLANDO
UTILITY RELOCATION FOR CFX SR534
PROJECT SCHEDULE

Task	Duration (Weeks)	Days from NTP	Date	Cumulative Duration In Weeks
Anticipated NTP*	0	0	July 1, 2026	0
Field Data Collection	8	56	August 26, 2026	8
30% Construction Documents	2	70	September 9, 2026	10
City Review & Meeting	2	84	September 23, 2026	12
90% Construction Documents	6	126	November 4, 2026	18
City Review & Meeting	2	140	November 18, 2026	20
Permitting	2	154	December 2, 2026	22
100% Construction Documents	2	168	December 16, 2026	24
Bidding and Award	To be Completed by CFX			
Construction NTP				
Construction Substantial Completion				
Construction Final Completion				

*Actual NTP date will impact final schedule

Payment for professional services for the Utility Relocation for CFX SR534 will be on a lump sum basis. The proposed fee for the professional engineering services described above is $343,586.10 in addition to a $15,000 owner-controlled contingency for a total contract fee of $358,586.10. **Table 1** below presents a breakdown of the fee by task. See **Attachment B** for the detailed price proposal breakdown.

Proposed

Table 1 - Task Level Compensation Breakdown	
Task	Fee ($)
Task 1: Project Mgmt and Coordination	12,848.19
Task 2: Stakeholder Coordination	21,191.28
Task 3: Field Data Collection	60,924.50
Task 4: Construction Document Development	129,491.97
Task 5: Permitting	26,675.80
Task 6: Bidding Assistance	10,082.22
Task 7: Construction Administration	70,833.15
Subconsultant Markup (10%)	5,538.99
Reimburseable Expenses - at cost	6,000.00
Subtotal	**343,586.10**
Owner Controlled Contingency	15,000.00
Total	**358,586.10**

Proposed

If there are any questions regarding the enclosed material or if we can provide additional information, please contact us at your earliest convenience.

BURGESS & NIPLE, INC.

Jason Warren, PE
Florida One Water Group Director

ATTACHMENT A – SUBCONSULTANT PROPOSALS

Proposed

May 21, 2026

To
Trey Sneeringer, PE
Engineer IV

Burgess & Niple, Inc.
1800 Pembrook Dr. Ste 265
Orlando, FL 32810

407.401.8527 x 7433

COO SR 534 AND SR 417 UTILITY RELOCATIONS

Proposal for Surveying and Mapping Services

Dear Trey,

We appreciate your consideration of voler GROUP, LLC to provide professional surveying services for the above-referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

Proposed

Project Understanding

To assist our client in the design efforts for the City of Orlando Sewer Relocation project we will provide a Topographic Survey with Subsurface Utility Designation levels "A" and "B". Additionally, we will prepare up to two (2) Sketch and Legal description for the purpose of establishing an easement withing the survey limits.

Attachments and Exhibits

- Exhibit A – Preliminary Attachment Discussion
- Exhibit B – Fee Table

SURVEYING SCOPE OF SERVICES

voler GROUP will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

voler GROUP will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems within survey limits. As discussed, the survey will extend from the fence line on the north Limited Access R/W line of CFX 417 to the tow of slope of the rails of OUC Railroad to the north, for a distance of approximately 3100 feet northeast from Lift Station 139.

The survey will be displayed at 1-foot contour intervals.

Legal Descriptions

voler GROUP will provide two (2) recordable Legal Descriptions and Sketches.

The Survey will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.

SUB-SURFACE UTILITY SCOPE OF SERVICES

Subsurface Utility Excavation (Quality Level A)

voler GROUP will perform up to **FOUR (4)** soft excavation test holes at locations determined by the client, within survey limits.

Each location will include a Sub-Surface Utility Report. The Report will include the horizontal location, pipe size, elevation, and depth of top of pipe from natural ground. The material will be noted only if visible.

A reference nail and disk, and stake will be set at ground level for each excavation.

Proposed

Subsurface Utility Designation (Quality Level B)

voler GROUP will field mark (paint & flag) all public sub-surface utility mains discovered within the project limits.

The paint and flags will be surveyed and mapped.

Sub-Surface Utility Engineering Deliverables

- Field Sketches in PDF
- Sub-Surface Utility Report in PDF
- Survey of Designated Utilities in Civil 3D

Printed hard copies will be billed at an additional cost.

Proposed

PROPOSED COST

Task	Cost
Survey Control	$2,438
Topographic Survey	$16,288
Utility Designation	$9,692
Utility Testholes	$7,352
Legal Description & Sketch	$2,756
Total Estimated Cost	**$38,526**

SCHEDULE

Task	Duration (Weeks)
Field	3
Office	3
QA/QC	1
Total Duration	**7**

It is anticipated that Voler GROUP will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis.** voler GROUP will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. Voler GROUP has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
Voler GROUP

Maria Santamarina

Maria Santamarina-Aris
Project Manager

Proposed

Client Date

EXHIBIT A - PRELIMINARY ATTACHMENT DISCUSSION

Exempt under Section 119.071(3)(b)

Proposed

EXHIBIT B – FEE TABLE

	Field Service Items									
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	$181.00		$225.00		$189.00		$256.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
Topographic Survey	48	$8,688.00		$0.00		$0.00		$0.00	48	$8,688.00
Utility Designation	8	$1,448.00		$0.00	32	$6,048.00		$0.00	40	$7,496.00
Utility Testholes	8	$1,448.00		$0.00		$0.00	16	$4,096.00	24	$5,544.00
	72	*$13,032.00*	*0*	*$0.00*	*32*	*$6,048.00*	*16*	*$4,096.00*	*120*	*$23,176.00*

	Office Service Items									
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	$97.00		$234.00		$134.00		$205.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	4	$388.00	2	$468.00	1	$134.00		$0.00	7	$990.00
Topographic Survey	48	$4,656.00	8	$1,872.00	8	$1,072.00		$0.00	64	$7,600.00
Utility Designation	16	$1,552.00	1	$234.00		$0.00	2	$410.00	19	$2,196.00
Utility Testholes	12	$1,164.00	1	$234.00		$0.00	2	$410.00	15	$1,808.00
Legal Description & Sketch	16	$1,552.00	4	$936.00	2	$268.00		$0.00	22	$2,756.00
	96	*$9,312.00*	*16*	*$3,744.00*	*11*	*$1,474.00*	*4*	*$820.00*	*127*	*$15,350.00*

Total Fee	*$38,526.00*

Proposed

ANTILLIAN
ENGINEERING ASSOCIATES, INC.

May 26, 2026

Burgess & Niple, Inc.
1800 Pembrook Drive, Suite 265
Orlando, Florida 32810

Attention: Jason Warren, P.E.

Reference: Proposal for Geotechnical-Engineering Study
Lift Sation 139 Gravity Sewer Relocation
Orlando, Florida

Proposal

Mr. Warren:

Antillian Engineering Associates, Inc. is pleased to submit this proposal to conduct a geotechnical-engineering study for this project. It was prepared in response to your telephone request and follow up e-mails with your office.

SCOPE OF SERVICES

The City of Orlando Water Reclamation Division ("City") is planning to relocate a gravity sewer line and reclaimed water line leading to Lift Station 139 (LS 139) in anticipation of future CFX construction in the immediate vicinity. The preferred alignment is along the paved access road to the OUC substation about 1.7 miles east of Boggy Creek Road, which goes directly past LS 139. The length of graviy sewer/reclaimed water force main to be relocated is about 3,100 feet.

The City assigned this project to Burgess & Niple, Inc. under their current City of Orlando Continuing Engineering Services contract. Antillian Engineering Associates, Inc is the geotechnical engineering firm on the Burgess & Niple team. We propose to conduct a geotechnical-engineering study to support the relocation design as follows:

Task 1 – Field Investigations – We would prepare a preliminary boring-location plan for review with Burgess&Niple staff. We would conduct field visits as needed to mark preliminary boring locations for underground-utility location and marking in accordance with Florida statutes. We would stake the boring locations for identification by the utility locators and our field crews, and coordinate with City staff for access as needed.

We would mobilize a truck-mounted drill rig. Before drilling, our crew would examine the utility markings at each boring location, and position the drill rig as needed to avoid indicated conflicts and the overhead electrical power transmission lines. Based on an approximate spacing of 500 feet between borehole locations, we would drill seven soil-test borings to 20 feet for the gravity sewer line. The same borings would provide subsurface information for the reclaimed water main, which we understand will be installed at a shallower depth within the same corridor. We plan to incorporate information from other borings that we drilled for the recent study for the LS 139 improvements.

We would conduct the Standard Penetration Test ("SPT") with split-spoon sampling in accordance with ASTM D1586. Tests would be conducted continuously from one foot below grade to ten feet, and then at five-foot intervals to the indicated completion depths. The crew would record SPT N-values during each test, describe the soils recovered in the samplers, measure the encountered depth to groundwater, and record observations on field logs. They would seal representative soil samples in airtight containers for transportation to our office. We would backfill the completed boreholes will drill cuttings and soil from around each location. The stakes would be left in place in cas ethe boreholes need to be surveyed.

Task 2 - Laboratory Testing – A geotechnical engineer would examine the recovered soil samples in our office to confirm the field descriptions, characterize the soils using visual-manual methods, and select specimens for testing. The estimated testing scope would consist of 16 percent-fines tests.

Task 3 - Engineering Services - We would perform the following services:

- compile field data and laboratory-testing results with the available information to characterize the subsurface conditions encountered at the boring locations and develop preliminary soil stratification
- identify possibly-unfavorable soil conditions for the planned design
- prepare report-quality boring logs, maps, and plans
- prepare a geotechnical-engineering report

The report would contain a summary of available information pertaining to the project corridor; appropriate surface and subsurface characterizations; a summary of the field and laboratory-testing results; and geotechnical-engineering recommendations for gravity-sewer design, force-main design, below-grade earthwork, excavation safety, dewatering, and other concerns as appropriate. The report would be sealed by a Professional Engineer registered in Florida.

COMPENSATION FOR SERVICES

We propose to provide the described services for an hourly-not-to-exceed fee of $16,863.92. An itemized estimate is attached as Appendix A. It represents our best estimate of the scope of services described for this project. We would not exceed the estimated fee without your authorization to do so.

SCHEDULE

We can begin work on this project within two weeks of receiving your notification to proceed. Field investigations and laboratory testing should take about four weeks. We would issue a draft report for internal review by Burgess& Niple staff four weeks after completion of the laboratory testing. We would revise the draft report as needed to address any review comments, then issue the completed design report.

LIMITATIONS

We will provide our services on this project in accordance with currently-accepted, customary, geotechnical-engineering practice in central Florida. Please call if you have questions or need more information.

Respectfully submitted,
ANTILLIAN ENGINEERING ASSOCIATES, INC.

Peter G. Suah, P.E.
Principal Engineer/President

Attachments: Appendix A - Fee Estimate

Proposed

APPENDIX A
FEE ESTIMATE
LS 139 GRAVITY SEWER RELOCATION
ORLANDO, FLORIDA

DESCRIPTION	UNIT	QTY	RATE		TOTAL
Task 1 - Field Investigations				$	-
Equipment Mobilization, Truck Rig	each	1	$600.00	$	600.00
SPT Borings, 0 to 50 ft (7 to 20 ft - Gravity Sewer)	LF	140	$16.00	$	2,240.00
Drill Rig and Crew (on-site movement)	hours	2	$190.00	$	380.00
Senior Engineer (init coord, site recon, stake borings, utility loc)	hours	16	$186.88	$	2,990.08
Senior Engineer (field coord)	hours	16	$186.88	$	2,990.08
Task 2 - Laboratory Testing					
Visual Exam/Stratification/Sample Prep	each	16	$15.00	$	240.00
Percent Fines	each	16	$45.00	$	720.00
Task 3 - Engineering Services					
Senior Engineer	hours	32	$186.88	$	5,980.16
CADD Operator	hours	8	$90.45	$	723.60
				$	16,863.92

Proposed

ATTACHMENT B – PRICE PROPOSAL

Proposed

Attachment B: Price Proposal

Utility Relocation for CFX SR534

Coordination, final design, permitting, bidding and CA of the Gravity Sewer and Reclaimed WM Relocation

Submitted to: City of Orlando
Attn: Kristi Fries, PE

Contract Type: Lump Sum

Labor Plan

8 Resource

	Bill Rate >	360.00	256.89	255.75	186.39	142.89	180.39	119.25	116.25
	Proj Area >								
Project Phases / Tasks	**Total Labor Hrs**	Principal	Senior Project Manager	Senior Engineer	Engineer IV-V	Engineer I-III	CADD Designer	CADD Technician	Clerical/Admin
	1,487	22	192	201	254	386	214	188	30
Utility Relocation for CFX SR534	**1,487**	**22**	**192**	**201**	**254**	**386**	**214**	**188**	**30**
Task 1: Project Setup, Mgmt and Coordination	**51**	**2**	**42**	**3**	**-**	**4**	**-**	**-**	**-**
Project Setup	5	2	3						
Kick-Off Meeting	10		3	3		4			
Monthly status reports	18		18						
Monthly invoicing	18		18						
Task 2: Stakeholder Coordination	**96**	**-**	**22**	**44**	**-**	**30**	**-**	**-**	**-**
CFX Design Team (3)	39		9	18		12			
FDOT Utilities Liasson (1)	12		2	6		4			
OUC (3)	39		9	18		12			
Property Owner (1)	6		2	2		2			
Task 3: Field Data Collection	**26**	**-**	**12**	**4**	**-**	**10**	**-**	**-**	**-**
Geotechnical Investigation [Antillian]	4		2			2			
Survey Control [voler]	-								
Topographic Survey [voler]	2		2						
Legal Description and Sketch [voler]	4		2			2			
Subsurface Utility Excavation [voler]	4		2			2			
Subsurface Utility Designation [voler]	-								
Site Visit	12		4	4		4			
Task 4: Construction Document Development	**765**	**20**	**55**	**16**	**110**	**228**	**180**	**128**	**28**
Drawings	**527**	**-**	**21**	**-**	**66**	**132**	**180**	**128**	**-**
General [B&N] (6)	90		6		12	24		48	
Survey [B&N] (2)	26		2		4	8		12	
Civil [B&N] (27)	396		12		48	96	180	60	
Asset Table [B&N] (1)	15		1		2	4		8	
Specifications	**100**	**-**	**12**	**-**	**24**	**48**	**-**	**-**	**16**
90% Submittal	68		8		16	32			12
100% Submittal	32		4		8	16			4
QA/QC	**20**	**20**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
30% Submittal	4	4							
90% Submittal	8	8							
100% Submittal	8	8							
Constructability Review & Phasing	24		8	8	8				
EOPCC (3)	33		3		6	24			
Submittals (3)	33		3		6	12			12
Review Meetings (2)	28		8	8		12			
Task 5: Permitting	**164**	**-**	**12**	**-**	**44**	**64**	**-**	**44**	**-**
FDEP Construction [2]	68		4		16	32		16	
FDEP Completion [2]	30		2		4	8		16	
FDEP ERP	34		2		8	16		8	
RAI Responses	32		4		16	8		4	
Task 6: Bidding Assistance	**54**	**-**	**6**	**4**	**14**	**10**	**18**	**-**	**2**
Submit bidding documents	9		1		2	2	2		2
Final EOPCC	3		1		2				
Attend pre-bid conference	4		2		2				
Respond to bid questions	38		2	4	8	8	16		
Task 7: Construction Administration	**331**	**-**	**43**	**130**	**86**	**40**	**16**	**16**	**-**
Compile conformed documents	30		2		4	8	16		
Attend preconstruction conference	8		4	4					
Review shop drawings (20)	40		4		16	20			

Pricing by Resource

Labor	Subs	Reimbursable Expenses	Owner Controlled Contingency	Permit Fees	**Task Pricing Totals**
275,657.19	60,928.91	6,000.00	15,000.00	1,000.00	**358,586.10**
275,657.19	**60,928.91**	**6,000.00**	**15,000.00**	**1,000.00**	**358,586.10**
12,848.19	**-**	**-**	**-**	**-**	**12,848.19**
1,490.67					1,490.67
2,109.48					2,109.48
4,624.02					4,624.02
4,624.02					4,624.02
21,191.28	**-**	**-**	**-**	**-**	**21,191.28**
8,630.19					8,630.19
2,619.84					2,619.84
8,630.19					8,630.19
1,311.06					1,311.06
5,534.58	**55,389.92**	**-**	**-**	**-**	**60,924.50**
799.56	16,863.92				17,663.48
	2,438.00				2,438.00
513.78	16,288.00				16,801.78
799.56	9,692.00				10,491.56
799.56	7,352.00				8,151.56
	2,756.00				2,756.00
2,622.12					2,622.12
129,491.97	**-**	**-**	**-**	**-**	**129,491.97**
84,292.11	**-**	**-**	**-**	**-**	**84,292.11**
12,931.38					12,931.38
3,833.46					3,833.46
65,372.04					65,372.04
2,155.23					2,155.23
16,274.76	**-**	**-**	**-**	**-**	**16,274.76**
11,004.84					11,004.84
5,269.92					5,269.92
7,200.00	**-**	**-**	**-**	**-**	**7,200.00**
1,440.00					1,440.00
2,880.00					2,880.00
2,880.00					2,880.00
5,592.24					5,592.24
5,318.37					5,318.37
4,998.69					4,998.69
5,815.80					5,815.80
25,675.80	**-**	**-**	**-**	**1,000.00**	**26,675.80**
10,490.28				500.00	10,990.28
4,310.46					4,310.46
5,245.14				500.00	5,745.14
5,629.92					5,629.92
10,082.22	**-**	**-**	**-**	**-**	**10,082.22**
1,508.73					1,508.73
629.67					629.67
886.56					886.56
7,057.26					7,057.26
70,833.15	**-**	**-**	**-**	**-**	**70,833.15**
5,288.70					5,288.70
2,050.56					2,050.56
6,867.60					6,867.60

Proposed

Respond to RFIs (10)	40		10	10	20					8,854.20					8,854.20
Attend construction progress meetings (12)	72		8	56	8					17,868.24					17,868.24
Perform monthly site visit (10)	80		12	48	20					19,086.48					19,086.48
Conduct substantial completion visit	16			8	8					3,537.12					3,537.12
Conduct final completion site visit	8			4	4					1,768.56					1,768.56
Develop record drawings	26		2		4	8		12		3,833.46					3,833.46
Final submittal of project documents	11		1		2	4		4		1,678.23					1,678.23
Subconsultant Markup	-										5,538.99				5,538.99
Reimburseable Expenses	-											6,000.00			6,000.00
Owner Controlled Contingency	-												15,000.00		15,000.00
Totals	**1,487**	**22**	**192**	**201**	**254**	**386**	**214**	**188**	**30**	**275,657.19**	**60,928.91**	**6,000.00**	**15,000.00**	**1,000.00**	**358,586.10**

Proposed

ATTACHMENT C – FIGURE OF UTILITY RELOCATION LIMITS

Proposed

Exempt under Section 119.071(3)(b)

Proposed

CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 30, 2026

SUBJECT: Amendment Number 1 to Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC for the SR 538 Extension Project.

This proposed Amendment Number 1 to the Utility Relocation Agreement ("**Amendment**") between the Central Florida Expressway Authority ("**CFX**") and Duke Energy Florida, LLC ("**Duke**") provides additional funding and extends the completion deadline for the relocation of Duke transmission facilities affected by the SR 538 Extension Project. The original Utility Relocation Agreement was approved in 2024 and provides for Duke to perform the relocation work, with CFX reimbursing Duke for the costs.

Under the proposed Amendment, the reimbursement amount will increase from $7,500,000.00 to $12,169,093.00 to cover additional costs for materials, matting, night work, air bridges for pipeline crossings, administration, and construction activities. The revised reimbursement amount would remain subject to the original 20% contingency, resulting in a total potential reimbursement of $14,602,011.60. The proposed Amendment additionally extends Duke's completion deadline for the relocation work to March 31, 2027.

This is included in the Five Year Work Plan.

Board approval of proposed Amendment Number 1 to the Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC for the SR 538 Extension Project is requested.

MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfirm.com

MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *Marcos Marchena*
Marchena and Graham, P.A.

DATE: September 14, 2026

SUBJECT: Proposed Amendment Number 1 to Utility Relocation Agreement with Duke Energy Florida, LLC for SR 538, Poinciana Parkway Extension Project in Osceola County

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BACKGROUND

In connection with construction of the State Road 538 Poinciana Parkway Extension project ("**SR 538 Extension Project**"), the Central Florida Expressway Authority ("**CFX**") staff identified the need to relocate certain utilities facilities located in parcels needed for the right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Duke Energy.

CFX entered into a Utility Engineering Agreement with Duke Energy Florida, LLC in August 2021 pursuant to which Duke Energy performed a preliminary study and engineering analysis to determine the work required to relocate Duke Energy's transmission lines to accommodate the SR 538 Extension Project. The work performed by Duke Energy under the Utility Engineering Agreement also determined an estimated budget for the utility relocation.

A Utility Relocation Agreement was subsequently negotiated with Duke Energy to carry out the work identified under the Utility Engineering Agreement and executed on February 8, 2024. The estimated cost for the transmission line relocation to be performed by Duke Energy was $7,500,000. During the work, Duke Energy determined that the original estimate was significantly understated due to numerous factors. The original estimate made certain assumptions that ultimately had to be adjusted, including, the type of poles required, the matting required to perform the work, the fact that much of the work would have to be performed at night, and the requirement for "air bridges" when working near the gas lines located in the vicinity of the Duke Energy work. Additionally, the general cost of supplies increased because of the passage of time to accommodate schedule adjustments by CFX because of permitting concerns.

The additional costs increased the estimated reimbursement for the relocation of the transmission lines by $4,669,093 for a new estimated total cost of $12,169,093 and will continue to be subject to a 20% contingency.

REQUEST AND RECOMMENDATION

Approval of Proposed Amendment Number 1 to CFX/Duke Energy Utility Relocation Agreement for the transmission lines for SR 538, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Amendment Number 1 to CFX/Duke Energy Utility Relocation Agreement.

Attachment "A"

AMENDMENT NUMBER 1 TO CFX-DUKE ENERGY UTILITY RELOCATION AGREEMENT

This Amendment Number 1 to CFC-Duke Energy Utility Relocation Agreement is dated __ day of October, 2026 ("Amendment No. 1") is, between **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 4874 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **Duke Energy Florida, LLC**, a Florida limited liability company d/b/a Duke Energy, whose mailing address 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy").

WHEREAS, the parties entered into a Utility Engineering Agreement on or about August 9, 2021 pursuant to which Duke Energy performed certain preliminary studies and estimates to determine the work required to relocate Duke Energy's transmissions lines to accommodate the SR 538 Extension Project (the "Project"); and

WHEREAS, the parties subsequently entered into a Utility Relocation Agreement on or about February 8, 2024 (the "Agreement") pursuant to which Duke Energy is to perform the relocation of the transmission lines for the Project and CFX will reimburse Duke Energy for the costs to perform the relocation; and

WHEREAS, Duke Energy has requested additional funding to be able to complete the relocation work on the Project.

NOW, THEREFORE, CFX and Duke Energy hereby agree as follows:

1. Paragraph 3 of the Agreement shall hereby be formally amended to reflect an amount of $12,169,093 for the defined Estimate covering Duke Energy's Relocation Work, replacing the original amount of $7,500,000. The Estimate has increased due to additional costs of the Relocation Work for materials, matting, night work, air bridges for pipeline crossings, administration and construction costs of the Relocation Work.

2. Paragraph 10 of the Agreement shall hereby be formally amended to reflect a required deadline of March 31, 2027 for the defined Completion Deadline covering Duke Energy's completion of the Relocation Work.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON NEXT PAGE]

Proposed

[DUKE ENERGY SIGNATURE PAGE FOR AMENDMENT NO. 1 TO SR 538 URA]

IN WITNESS WHEREOF, the parties have hereunto caused this amendment to be executed the day and year stated in the counterparts, each counterpart to be considered an original.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: Troy Buis

Print name: Troy Buis

Title: GM - PGO Transmission Eng

Date: 9-23-26

Proposed

[CFX SIGNATURE PAGE FOR AMENDMENT NO. 1 TO SR 538 URA]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Buddy Dyer, Chairman

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

Date:_____

APPROVED AS TO FORMAND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Marchena and Graham, P.A.

By: Marcos Marchena
Marcos Marchena

Date: Sep 24, 2026, 2026.

Proposed

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 30, 2026

SUBJECT: First Amendment to Reimbursement for Utility Relocation Agreement between the Central Florida Expressway Authority and Central Florida Pipeline, LLC, for the SR 538 Poinciana Parkway Extension Project.

This proposed First Amendment to the Reimbursement for Utility Relocation Agreement ("**Amendment**") between the Central Florida Expressway Authority ("**CFX**") and Central Florida Pipeline, LLC ("**CFPL**") revises the estimated reimbursement amount associated with the relocation of CFPL's pipeline facilities affected by the SR 538 Poinciana Parkway Extension Project. The original Reimbursement for Utility Relocation Agreement was approved in 2024 and provides for CFPL to perform the relocation work, with CFX reimbursing CFPL for the costs.

Under the proposed Amendment, the reimbursement amount will increase from $5,235,652.00 to $10,396,539.00 to address project modifications, increased material costs, and other costs that were not fully developed or included in the original estimate. The revised reimbursement amount would remain subject to the original 10% contingency, resulting in a total potential reimbursement of $11,436,192.90. The proposed Amendment additionally credits $448,715.00 to CFX for a previous estimate deposit advanced to CFPL, resulting in an additional deposit of $4,712,172.00 being required from CFX within thirty (30) days following execution of the Amendment, with an additional $1,039,653.90 remaining available under the contingency.

This is included in the Five Year Work Plan.

Board approval of the proposed First Amendment to Reimbursement for Utility Relocation Agreement between the Central Florida Expressway Authority and Central Florida Pipeline, LLC, for the SR 538 Poinciana Parkway Extension Project, is requested.

MARCHENA AND GRAHAM, PA

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ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfirm.com

MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *MarcosMarchena*
Marchena and Graham, P.A.

DATE: September 29, 2026

SUBJECT: First Amendment to Reimbursement for Utility Relocation Agreement with Central Florida Pipeline, LLC for SR 538, Poinciana Parkway Extension Project in Osceola County

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BACKGROUND

In connection with construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff identified the need to relocate certain utilities facilities located in parcels needed for the right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is a petroleum pipeline operated by Central Florida Pipeline, LLC (CFPL).

CFX entered into a Reimbursement Agreement with CFPL in August 2021 pursuant to which CFPL performed a preliminary study and engineering analysis to determine the work required to relocate CFPL's pipeline to accommodate the SR 538 Extension Project. The work performed by CFPL under the Reimbursement Agreement also determined an estimated budget for the utility relocation.

A Reimbursement for Utility Relocation Agreement was subsequently negotiated with CFPL to carry out the work identified under the Reimbursement Agreement and executed on May 20, 2024. The estimated cost for the transmission line relocation work to be performed by CFPL was $5,235,652.00. As the work by CFPL progressed through final design, permitting, procurement and construction, CFPL's costs exceeded the original estimate as a result of material cost increases, project modifications, and updated specifications that were not fully developed at the time of the estimate.

The additional costs increase the estimated reimbursement for the relocation of the transmission lines by $5,160,887.00 for a new estimated total cost of $10,396,539.00 and will continue to be subject to a 10% contingency.

CFPL credits CFX for its prior payments of $448,715.00 for the original estimate and $5,235,652.00 for the estimated transmission line relocation costs, resulting in a remaining balance of $4,712,172.00 due from CFX to CFPL.

REQUEST AND RECOMMENDATION

Approval of First Amendment to Utility Relocation Agreement with CFPL for the relocation of a petroleum pipeline for SR 538, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. First Amendment to Reimbursement for Utility Relocation Agreement with CFPL.

Attachment "A"

Prepared By and Return to:

Marcos Marchena, Esquire
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814

FIRST AMENDMENT TO
REIMBURSEMENT FOR UTILITY RELOCATION AGREEMENT

THIS FIRST AMENDMENT TO REIMBURSEMENT FOR UTILITY RELOCATION AGREEMENT (this "Amendment") is made and entered into as of _____, 2026("Effective Date"), by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a body politic and corporate and agency of the State of Florida ("CFX"), and **CENTRAL FLORIDA PIPELINE, LLC**, a Delaware limited liability company ("CFPL"). CFX and CFPL may be collectively referred to herein as the "Parties" and individually as "Party".

RECITALS

A. CFX and CFPL entered into that certain Reimbursement for Utility Relocation Agreement dated May 30, 2024 (the "Agreement"), wherein CFX agreed to reimburse CFPL for certain direct out-of-pocket costs and expenses incurred by CFPL in connection with the relocation, construction, and installation of the Facilities, for the expansion project known as the "Poinciana Parkway Project" in Osceola and Polk Counties that involved the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road ("Project"); and

B. Pursuant to Paragraph 8 of the Agreement, CFX deposited the original estimated amount of Five Million Two Hundred Thirty-Five Thousand Six Hundred Fifty-Two and no/100 Dollars ($5,235,652.00) (the "Original Deposit"). In addition, CFX previously deposited Four Hundred Forty-Eight Thousand Seven Hundred Fifteen and No/100 Dollars and ($448,715.00) on August 26, 2021, for design, engineering, and estimating services related to the relocation of the Facilities (the "Cost Estimate Deposit"); and

C. As the Project progressed through final design, permitting, procurement, and construction, CFPL costs exceeded the original estimate as a result of project modifications, material costs, and other costs that were not fully developed or included in the original estimate, resulting in a revised total estimated cost of Ten Million Three Hundred Ninety-Six Thousand Five Hundred Thirty-Nine and No/100 Dollars ($10,396,539.00) (the "Revised Estimate"); and

D. The difference between the Revised Estimate ($10,396,539.00) and the aggregate amount previously deposited by CFX through the Original Deposit ($5,235,652.00) and the Cost Estimate Deposit ($448,715.00) is Four Million Seven Hundred Twelve Thousand One Hundred Seventy-Two and No/100 Dollars $4,712,172.00) (the "Additional Deposit Amount"); and

E. The Parties desire to replace Exhibit "C" and Exhibit "F" to the Agreement and to revise Paragraphs 4, 7, and 8 of the Agreement to reflect the Revised Estimate and related funding requirements.

Proposed

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals are true and correct and hereby incorporated into this Amendment as if fully set forth herein by reference.

2. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement.

3. Replacement of Exhibit "C". Exhibit "C" to the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit "C" attached to this Amendment and incorporated herein by this reference.

4. Replacement of Exhibit "F". Exhibit "F" to the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit "F" attached to this Amendment and incorporated herein by this reference.

5. Amendment to Paragraph 4. Paragraph 4 of the Agreement is amended by deleting the last sentence and replacing it with the following:

> "The current form of easement agreement anticipated to be recorded for the New Easements is attached hereto as Exhibit "D;" provided, however, that such form may be revised, supplemented, or modified by the Parties prior to execution and recording."

6. Amendment to Paragraph 7. Paragraph 7 of the Agreement shall be deleted in its entirety and replaced with the following:

> "7. **Reimbursement for Relocation Facilities.** At this time, it is estimated that the total actual cost associated with the relocation of the CFPL Facilities will be TEN MILLION THREE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS and 00/100 ($10,396,539.00) ("Revised Estimate"), as described in the Reimbursable Relocation Costs and Inspection of Pipeline During Project-Estimate Summary Sheet attached hereto as **Exhibit "F"**. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse CFPL for the actual costs of the relocation and adjustment, not to exceed the amount of $10,396,539.00. Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. CFPL is not responsible for events beyond its control that could not reasonably be anticipated, and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten percent (10%) more than the Revised Estimate, CFPL shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX before performing work, in order for CFX to become responsible to reimburse CFPL for the additional amounts. In the event CFPL submits a request for approval to exceed Revised Estimate and does not receive a response from CFX within ten (10) business days after receipt by CFX of the request, CFPL shall halt the work until the scope, schedule and funding are agreed upon by the Parties. The costs incurred by CFPL related to this halt or any other delays in the execution of the CFPL work scope that are caused by CFX or any of its contractors or subcontractors, shall be borne by CFX.

Proposed

Any other removal, relocation, or alteration of CFPL's facilities not included in the Scope of Work or otherwise agreed to via Change order signed by CFX and CFPL shall be performed at CFPL's sole cost and expense."

7. Amendment to Paragraph 8. Paragraph 8 of the Agreement is amended by deleting the first paragraph in its entirety and replacing it with the following:

"8. **Payment and Account Balance Reconciliation Procedures.** Within thirty (30) days following full execution of this Amendment, CFX shall deposit Four Million Seven Hundred Twelve Thousand One Hundred Seventy-Two and No/100 Dollars ($4,712,172.00), representing the difference between the Revised Estimate reflected in Exhibit "F" and the amounts previously deposited by CFX of $5,235,652.00 and $448,715.00. The total amount deposited by CFX for the Project shall equal the Revised Estimate of $10,396,539.00. The following terms and conditions apply to all account balance reconciliation statements submitted pursuant to this Agreement:"

Provisions (a) – (e) of Paragraph 8 of the Agreement shall remain unchanged and in full force and effect.

8. Conflict. To the extent that any of the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall control.

9. Ratification. Except as expressly modified hereby, all terms and conditions of the Agreement shall remain unchanged, and are hereby ratified and confirmed, and shall remain in full force and effect. Any reference to the Agreement hereafter shall refer to the Agreement as amended by this Amendment.

10. Counterparts. This Amendment may be executed in multiple counterparts, and together such counterparts shall constitute one complete instrument.

Proposed

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

"CFPL"

CENTRAL FLORIDA PIPELINE, LLC,
a Delaware limited liability company

By: Kenneth W. Grubb

Print Name: KENNETH W. GRUBB

Title: VICE PRESIDENT

Date: 9/23/26

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

_____
Print Name:_____

By:_____
Buddy Dyer, Chairman

Date:_____

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

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Marchena and Graham, P.A.

By: Marcos Marchena
Marcos Marchena, Esquire

Date: Sep 24, 2026

Proposed

Exhibit C
Utility Relocation Plans - Redacted

Proposed

EXHIBIT F

CFPL

PROJECT NAME	**CFPL - Poinciana Pkwy SR538 Relocation**		
PUBLISH DATE	**8/25/2026**	**OVERHEAD**	10.00%
PROJECT MANAGER	Rebekah Lehr	**TAX GROSS UP**	
STATE	Florida	**PROJECT TYPE**	Encroachment
COUNTY	Polk and Osceola	**IN-SERVICE**	

Scope: The relocation of approximately 3,512 feet of the CFPL 16-inch steel pipeline in order to prevent conflicts with the CFX Poinciana Parkway Extension Project. This estimate includes the CFPL 16-inch steel pipeline construction completion and CFPL damage prevention inspection when the CFX Poinciana Parkway Extension Project construction activities are within 10-25ft of the CFPL 16-inch steel pipeline.

ESTIMATE SUMMARY

Category	Estimate in Reimbursable Agreement		Project POs and Estimates		
	Capital Project	Retirement Project	Capital Project	Retirement Project	
10- Project Management	$ 148,200	$ 10,374	$ 83,474.28		
20 - Engineering	$ 135,000	$ -	$ 848,933.00		
30- Permitting	$ 50,000	$ -	$ 330,000.00		
40 - Right of Way	$ 12,169	$ -	$ 105,614.91		
50 - Materials and Equipment	$ -	$ -	$ 648,987.92		
60 - Construction	$ 2,576,900	$ 595,200	$4,711,447.00	$58,500.00	
70 - Inspection	$ 835,200	$ -	$ 1,932,327.12		
80 - SCADA/ Automation	$ -	$ -	$ 58,500.00		
85 - Operations	$ -	$ -			
90 - General					
Contingency	$ 375,747.00	$ 60,557.00	$ 729,276	$ 5,850	
Reimbursable Project Overhead	$ 375,747.00	$ 60,557.00	$ 877,778	$ 5,850	
Tax					
Capital Project Subtotal	$ 4,508,963		$ 10,326,339		
Retirement Project Subtotal		$ 726,688		$ 70,200	
Project Subtotal	$	5,235,651	$	10,396,539	
8/26/2021 funding provided by CFX to provide a cost estimate			**$**		**448,715.00**
6/26/2024 Original Budget Given by CFX in the Reimbursable agreement			**$**		**5,235,652.00**
Current Budget			**$**		**5,684,367.00**
Additional Funds Requested			**$**		**4,712,171.86**

ASSUMPTIONS

Assumptions for all Estimates:

Notes on Estimates		
Number	**Estimate in Reimbursable Agreement**	**Additional Funding**
Management		
20 - Engineering	Based on a PO from 2023	Includes actuals as engineering concludes
30- Permitting	Included estimate on environmental permitting only	Includes environmental permits, as well as, CSX RR permitting, flaggers, and CSX Engr review costs.
40 - Right of Way	Estimate for LROW	Actuals for LROW since 2023
Equipment	Did not include materials.	Includes Materials
60 - Construction	Contractor provided cost based on 30% plans in 2023.	Construction contractor created cost based on IFB drawings and ready to start.
70 - Inspection A KM/CFPL Construction	Included 1 inspector for construction for 14 weeks. Included one Inspector during 3rd part construction.	Includes inspection team and mob/demo based on quote for 90 days based on construction schedule and work: Inspection Team (on site): Mob/demob for all Qty 1 - Chief Inspector Qty 6 – Utility Inspector Qty 3 – Welding Inspector Qty 1 – Coating Inspector/Environmental inspector Qty 1 – part time document manager (6hr a day) Other Personnel needed (remote): Qty 1 - 3rd Party Auditor reviewing welds
70 - Inspection B CFX Construction	Included one Inspector during 3rd part construction for 2.5 years.	Quote for: •2 Utility Inspectors •4 mob/demobs each •2.5 years (913 days) of inspections, 10 hour days
Automation		
85 - Operations		
90 - General		
Contingency	Original 10%	10% of materials, construction, inspection
Reimbursable Project Overhead	Original 10%	10%

Proposed

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 28, 2026

SUBJECT: Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC, associated with the SR 538 Poinciana Parkway Extension Project, together with a finding regarding the anticipated conveyance of any replacement easements contemplated therein and authorization to the Executive Director to execute such conveyances.

This proposed Utility Relocation Agreement ("**Agreement**") between the Central Florida Expressway Authority ("**CFX**") and Duke Energy Florida, LLC ("**Duke**") provides for the relocation of certain Duke distribution facilities affected by the SR 538 Poinciana Parkway Extension Project ("**Project**"). The relocation work is necessary to accommodate construction of the Project and includes engineering, permitting, and construction services for overhead and underground distribution facilities.

Under the proposed Agreement, Duke will perform the utility relocation work and CFX will reimburse Duke for the actual costs, which are currently estimated at $2,088,086. Reimbursement may not exceed 120% of the estimate without prior written approval by CFX, resulting in a total not-to-exceed amount of $2,505,703.20. The proposed Agreement additionally requires CFX to acquire and convey replacement easements needed for the relocated facilities and Duke to obtain the necessary permits and complete the relocation within fifteen months after commencement of such work, subject to extensions as provided in therein.

This is included in the Five Year Work Plan.

Board approval of the proposed Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC, associated with the SR 538 Poinciana Parkway Extension Project, together with a finding that the anticipated conveyance of any replacement easements contemplated by the Agreement is in the best interest of CFX and authorization to the Executive Director to execute such conveyances, is requested.

MARCHENA AND GRAHAM, PA

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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.

DATE: September 14, 2026

SUBJECT: Proposed Utility Relocation Agreement with Duke Energy Florida, LLC for SR 538, Poinciana Parkway Extension Project in Osceola County – Distribution Lines

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BACKGROUND

In connection with construction of the State Road 538 Poinciana Parkway Extension project ("**SR 538 Extension Project**"), the Central Florida Expressway Authority ("**CFX**") staff identified the need to relocate certain utilities facilities located in parcels needed for the right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Duke Energy.

CFX entered into a Utility Relocation Agreement with Duke Energy to carry out the relocation work for transmission lines. Additionally, engineers have determined Duke Energy must relocate certain distribution lines in connection with the SR 538 Extension Project.

A Utility Relocation Agreement has been negotiated with Duke Energy for relocation of certain distribution lines. Under the agreement, CFX will reimburse Duke Energy the actual costs incurred to relocate the distribution lines identified by CFX and Duke Energy as needing relocation under certain reimbursement conditions as determined by law. The estimated cost for the distribution lines relocation is $2,088,086. The agreement includes a 20% contingency.

REQUEST AND RECOMMENDATION

Approval of the proposed Utility Relocation Agreement for the distribution lines for the SR 538 Extension Project, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Duke Energy Utility Relocation Agreement (with Exhibits).

Attachment "A"

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this ____ day of _____ _____, 2026, between the **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 4874 ORL Tower Road, Orlando, Florida 32807 ("CFX") and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy"). This Agreement is for:

AGREEMENT TO REIMBURSE DUKE ENERGY

1. Duke Energy will perform engineering, permitting and construction services in coordination with the CFX concerning the CFX's proposed "Poinciana Parkway Extension Project" in Osceola County that involves the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road (the "Project"), in order to relocate or modify certain Distribution facilities affected by the Project and which are either located on private property or co-located with or located under transmission lines being relocated by Duke Energy also in connection with the Project and pursuant to another agreement between Duke Energy and CFX dated on or about February 28, 2024.

2. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs for the procurement of material and relocation/modification of Distribution facilities and structures. At this time, it is estimated that the actual costs associated will be $2,088,086.00 ("Estimated Cost"). CFX and Duke Energy agree that CFX will be responsible for reimbursing Duke Energy and that the total actual cost of Engineering and Relocation will not exceed one hundred twenty (120%) percent of the Estimated Cost without prior written approval by CFX. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. The Estimated Cost must be paid in full by CFX before Duke Energy may commence any procurement of materials or Relocation Work.

3. **Duke Energy may submit a final invoice to CFX for payment of all actual Engineering and Relocation costs up to 120% of the Estimated Cost (or all costs in excess of the Estimated Cost if CFX approved said costs in excess of 120% of the Estimated Cost in writing) within approximately six (6) months of Duke Energy's completion of the Relocation Work.** CFX shall deliver payment of the final invoice amount in full to Duke Energy within sixty (60) days of CFX's receipt of said final invoice.

4. In the event that the Estimated Cost exceeds the final total actual costs incurred by Duke Energy for the Relocation Work, Duke Energy shall return the amount of the excess in full to CFX within eight (8) months of Duke energy's completion of the Engineering and Relocation.

5. The scope of the Duke Energy Florida Distribution Relocation Work is as follows:

Proposed

SR 538-235 (Poinciana Parkway) from South of US 17-92 to CR 532

Scope Of Work US 17-92 right-of-way:

Install approximately 2250 feet of 3 phase bulk overhead distribution feeder, Install approximately 300 feet of 3 phase overhead lateral distribution line ; install approximately 900 feet of single-phase lateral overhead distribution line. Install approximately 2500 feet of 3 phase bulk underground distribution feeder; install approximately 1770 feet of 3 phase 1/0 al underground distribution lateral line; install approximately 350 feet of single phase 1/0 underground distribution lateral line.

Remove approximately 1 mile of bulk under built overhead distribution line; Remove approximately 750 feet of single-phase overhead distribution lateral line; remove approximately 760 feet of overhead secondary distribution cable.

Scope of work on Old Tampa Highway, Church Rd and Ivy Mist Lane: Install approximately 920 feet of 3 phase underground distribution with spare conduit, install approximately 1000 feet of single-phase underground distribution; remove approximately 920 feet of single-phase overhead distribution; remove approximately 700 feet of single-phase overhead distribution line

Private property/easements: Install approximately 1250 feet of single-phase overhead distribution line off Old Kissimmee/Old Tampa Hwy;

Remove approximately 3000 feet of single-phase distribution line from various parcels affected.

The details of the Relocation Work (the "Relocation") are depicted in the February 13, 2026 Pickett Surveying Real Estate Map marked-up by Mark Manner of Duke Energy Distribution , which is attached hereto as Exhibit "A" and incorporated herein by reference. The Relocation shall be conducted in accordance with the Utility Relocation Schedule & Permit attached hereto as Exhibit "B" and incorporated herein by reference.

CFX shall acquire or condemn the necessary replacement distribution easement(s) in the private properties on which the relocations shall be installed on private property and convey to Duke Energy in a form mutually acceptable to Duke Energy and CFX, covering the approved location(s) within the necessary properties as agreed by the parties and which are reflected in the attached Exhibit "C", incorporated herein by reference. Said replacement easement(s) is/are required to provide Duke Energy with the necessary easement rights to complete the Relocation in order to accommodate the Project. The condition and characteristics of the replacement distribution easement(s) must satisfy Duke Energy's requirements. CFX will transfer the permanent replacement distribution easement(s) interests to Duke Energy prior to Duke Energy undertaking any Relocation Work. Within ninety (90) days of the removal of the Facilities from the existing Duke Energy easements, Duke Energy shall execute and record a release of easements interests in the existing Duke Energy easements in a form mutually agreed upon between Duke Energy and CFX.

Proposed

6. Duke Energy shall apply for any and all Permits that are reasonably required for the Relocation to the extent located within the FDOT, CFX or other governmental entities right of way. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies), including, without limitation, the water management district, the Florida Department of Environmental Protection, and the Florida Department of Transportation.

7. Project Manager. Duke Energy and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressly reserved to the governing body of such Party (individually referred to herein as the "Project Manager" or collectively as the "**Project Manager**"). The initial Project Manager for the Duke Energy shall be Mark Manner ("**Duke Energy Project Manager**"). The initial Project Manager for CFX shall be David Falk ("**CFX Project Manager**"). Either Party may designate a replacement Project Manager by written notice in accordance with Section 11 hereof. Notwithstanding the foregoing, the Duke Energy Project Manager and CFX Project Manager may elect to delegate in writing certain roles, rights and responsibility of the Duke Energy Project Manager and CFX Project Manager to individuals within Duke Energy or CFX, respectively.

8. The Relocation Work shall be completed no later than fifteen (15) months after the Relocation Work commences unless (i) completion of the Relocation Activities in a timely manner are delayed or otherwise detrimentally impacted by the actions of CFX or other third party utility, in which case the Completion Deadline shall be extended day for day for the duration of the delay or detrimental impact resulting from either CFX's actions or the actions of a third party utility (ii) otherwise extended in writing by the mutual consent of the Parties, or (iii) the delay is caused by events that are beyond the parties' reasonable control, including adverse weather, hurricanes, tornadoes, pandemic, war, any act of war, strike, lockout, or other labor disturbance ("Completion Deadline"). Duke Energy shall be responsible for conducting the Relocation Work in good order and repair in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement.

MISCELLANEOUS PROVISIONS

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

10. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Osceola County, Florida.

Proposed

11. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

12. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

CFX:
Central Florida Expressway Authority
Attn: Glenn M. Pressimone
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5321
Fax No.: (407) 690-5011
Email address: Glenn.Pressimone@CFXWay.com

With a copy to:
Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5381
Email address: Cristina.Berrios@CFXWay.com

Duke Energy:
Duke Energy Florida, LLC, d/b/a Duke Energy

Name of contact: Mark Manner
Telephone No.: (863) 241-1663
Email address: Mark.Manner@duke-energy.com

With a copy to:
Shantel Ocampo, Esq.
Associate General Counsel
452 E. Crown Point, WG13
Winter Garden, Florida 34787
Telephone No.: (407)905-3380
Email address: shantel.ocampo@duke-energy.com

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

Proposed

13. Either CFX or Duke Energy may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve CFX of the responsibility to reimburse Duke Energy for costs incurred or services performed before the effective date of the termination.

14. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy; however, Duke Energy will endeavor to perform the work at times where outages may be minimized, and power disruption limited to the minimum disruption possible.

15. All of CFX's operations, activities and equipment used within Duke Energy's right-of-way and/or easement beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:

    a. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.

16. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.

17. In consideration of payment for and completion of the Relocation Work, CFX and Duke Energy mutually release and hold harmless the other from any and all prior claims – actual, perceived or threatened, regarding the Relocation Work prior to the date of this Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.

Proposed

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: Tfolabi

Print name: Tunde Afolabi

Title: Int. Zone Vice President

Date: 07/29/2026

APPROVED
By Shamel W. Ocampo at 3:24 pm, Jul 29, 2026

Proposed

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Buddy Dyer, Chairman

Date: _____

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

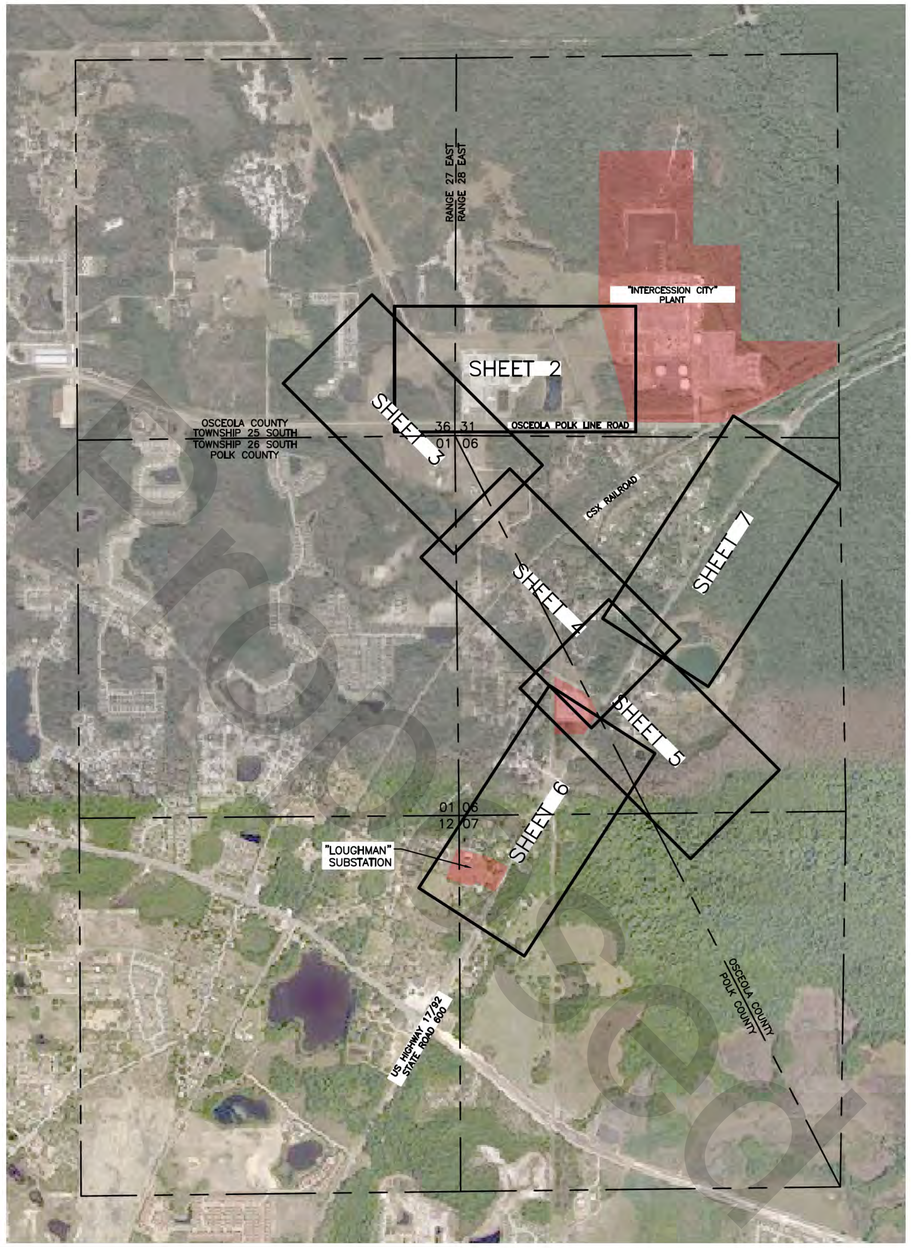
APPROVED AS TO FORMAND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Marchena and Graham, P.A.

By: Marcos Marchena
Marcos Marchena

Date: **Sep 24, 2026**, 2026.

Proposed



N

GRAPHIC & INTENDED DISPLAY SCALE

1000 0 500 1000 2000 4000

(IN FEET)
1 inch = 1,000 feet.

SURVEYOR'S NOTES:

1. North and the coordinates shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment (NAD83/2011).

   Coordinates are based on field surveys using Real Time Network (RTN GPS) (VRS NOW) An R-12 Rover with multiple occupations on each point was used for redundancy. Local check ties were made to National Geodetic Survey (NGS) Control K080 (PID AK7110). Based on redundant measurements to this point, the expected horizontal and vertical positional precision for this survey is 0.10 feet.

2. Elevations are to North American Vertical Datum of 1988 and are based on NGS bench mark number K080 (PID AK7110), elevation is 84.31', the expected vertical positional accuracy is 0.20' feet.

3. This project was localized on a 4"x4" concrete monument (no identification). N: 1425077.859, E: 800147.477, Elevation: 85.562 feet. The Combined Grid Factor at this location is 0.999965739. This drawing is in GRID. All dimensions should be multiplied by 1.0000348273 to obtain ground distances.

4. All measurements are in U.S. Survey Feet.

5. The underground utilities and/or improvements shown hereon are based on one or more of the following: (a) above-ground signs or markers, (b) paint markings and/or utility flagging set by utility locating services or (c) as-built maps. A subsurface investigation was not performed as part of this survey.

6. The aerial imagery shown herein are are a combination of 2023 orthographic images obtained from The Florida Department of Transportation A+PLUS website and digital ortho-rectified imagery dated 01/21/22 prepared by Pickett and Associates.

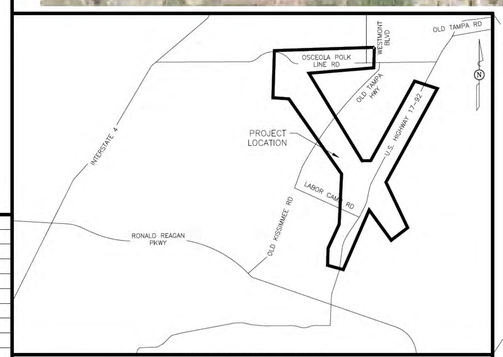
02/03/2022

GREGORY A. PRATHER, PSM
FLORIDA REGISTRATION No. 5135
PICKETT AND ASSOCIATES, LLC
FLORIDA REGISTRATION No. LB 364

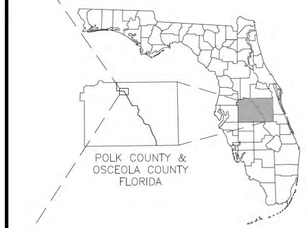
SURVEY DATE

LEGEND

PROPERTY LINES		FND	FOUND	TCB	TRAFFIC CONTROL BOX
EXISTING LOT LINES		ORB	OFFICIAL RECORDS BOOK		FIRE HYDRANT
EXISTING DE EASEMENT		DB	DEED BOOK		WATER VALVE
EXISTING EASEMENT		PB	PLAT BOOK		SEWER VALVE
SECTION LINES		MB	MAP BOOK		IRRIGATION VALVE
RIGHT-OF-WAY LINES		(NO ID)	NO IDENTIFICATION		SPIGOT
UNDERGROUND WATER LINE	W	INST	INSTRUMENT NUMBER		GAS VALVE
UNDERGROUND GAS LINE	GAS	PRM	PERMANENT REFERENCE MARKER		BLOW-OFF VALVE
UNDERGROUND ELECTRIC LINE	E	PCP	PERMANENT CONTROL POINT		UNDERGROUND WATER
UNDERGROUND SANITARY LINE	SAN	PLS	PROFESSIONAL LAND SURVEYOR		UNDERGROUND TELECOM
UNDERGROUND FIBER OPTIC LINE	FO	PSM	PROFESSIONAL SURVEYOR & MAPPER		UNDERGROUND GAS
UNDERGROUND CABLE LINE	C	RLS	REGISTERED LAND SURVEYOR		UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE LINE	T	LB	LICENSED BUSINESS		UNDERGROUND CABLE TELEVISION
UNDERGROUND DRAINAGE LINE	D	LS	LICENSED SURVEYOR		UNDERGROUND OIL
UNDERGROUND GAS LINE	GAS	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		UNDERGROUND UNKNOWN
UNDERGROUND FORCEMAIN	FM	R/W	RIGHT-OF-WAY		SANITARY MANHOLE
UNDERGROUND UNKNOWN	UNK	(M)	MEASURED		DRAINAGE MANHOLE
UNDERGROUND GROUNDING	GR	PROJ	PROJECT COORDINATE (GROUND)		UNKNOWN MANHOLE
UNDERGROUND COMMUNICATION	COM		FOUND STEEL ROD		TELECOM MANHOLE
OVERHEAD WIRE	OE OE		FOUND CONCRETE MONUMENT		CATCH BASIN
OVERHEAD TRAFFIC WIRE	TR TR		FOUND IRON PIPE		STREET SIGN
FENCE	X		FOUND NAIL		BOLLARD / POST
BUILDING			FOUND SPIKE (NO ID)		MAILBOX
VEGETATION LINE			BENCHMARK/CONTROL		CLEANOUT
UN-IMPROVED ROAD		DE-1	EXISTING TRANSMISSION TOWER		WELL
PAVEMENT		DE-1	EXISTING WOOD TRANSMISSION POLE		PIPE INVERT
DUKE ENERGY EXISTING EASEMENT		DE-1	EXISTING CONCRETE TRANSMISSION POLE		FOREIGN POLE
DUKE ENERGY SUBSTATION		DE-1	EXISTING STEEL TRANSMISSION POLE		GUY ANCHORS
PROPOSED EASEMENT			EXISTING DISTRIBUTION POLE		LIGHT POLE
			PROPOSED STRUCTURE		



LOCATION MAP
NOT TO SCALE



SURVEY VENDOR: PICKETT AND ASSOCIATES, INC	No	DATE	APPROVED	REVISION
SURVEY DATUM: NAD83/2011	O.R.	02/13/26	GAP	FIRST ISSUE
ZONE (H): FL WEST VERTICAL DATUM (V): NAVD 88				
GEOID MODEL: GEOID 12B CGF: 0.999951739				
LINEAR UNITS: US SURVEY FEET				
TYPE OF PROCEDURE USED:				
DATE OF SURVEY: 01/01/26				
PUBLISHED OR FIXED CONTROL USED OR OBSERVED:				
NAME: K080 (PID AK7110)				
NORTHING: 1,427,368.60 EASTING: 796,608.65				
ELEVATION: 84.31'				
FIELD BOOK: 959 PAGES: 52-53				

RE01-ICD-02132026.DWG

PICKETT
SURVEYING • ENGINEERING
3710 AIRPORT COMMERCE DR. STE. 10
LAKELAND, FLORIDA 33811
LB NUMBER 364
(863) 533-9095
www.pickettusa.com

REVISIONS			
VENDOR PROJECT No.	19765		
VENDOR DRAWING No.	LD 8401		

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

TRANSMISSION ENGINEERING

FLGOV POINCIANA PARKWAY EXTENSION

REAL ESTATE MAP

DRAWN	CHECK	SCALE: 1"=1000'	WO: 42545812	SHEET 1 OF 7
MDD	ND	DATE: 02/18/22	SITE:	LU:

DUKE ENERGY®
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY WORK SCHEDULE

Project: SR 538-235 Extension (Segment 2)	**County Road Number:**
	City Road:
State Road No: 538 Poinciana Parkway Extension	**Project No: CFX#: 538-235**
Utility Agency/Owner (UAO)Duke Energy Corporation (Distribution)	

A. Summary of Utility Work And Execution

	Estimated Time (calendar days)
Prior To CFX Project Construction	14
During CFX Project Construction	394
Total	408

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Central Florida Expressway Authority (CFX), the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this CFX project. The following data is based on CFX preliminary construction plans dated _Feb 14, 2023_____. Any deviation by CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the CFX of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the CFX in writing prior to starting, stopping, resuming, or completing work. This schedule does not exempt the UAO from obtaining applicable permits required by the County.

UAO Project Representative: **Mark R. Manner** Telephone Number: **863-241-1663**

UAO Field Representative: TBA Telephone Number:

This document is a printout of a CFX form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled “Changes to Form Document” and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled “Changes to Form Document”.

You MUST signify by selecting or checking which of the following applies:

☒ No changes to forms document.
☐ Appendix “Changes to Forms Document” is attached. Number of Attachment Pages.

Authorized Utility Agent:	**Acceptance by CFX:**
Mark Manner	
(Signature)	**(Signature)**
Mark R. Manner	
(Printed Name)	**(Printed Name)**
Senior Engineer	
(Title)	**(Title)**
05-14-2026	
(Date)	**(Date)**

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

B. Special Conditions / Constraints

1. Emergency number for Duke Energy Florida is 800-228-8485
2. Duke requests a copy of the approved contractor's CPM (critical path method) is requested within 5 days of approval.
3. This UAO's poles scheduled to be removed will be removed within 21 calendar days from when they are cleared by all joint users.
4. Any temporary bracing of this UAO's existing or proposed facilities that may be required for construction will require twenty-one (21) working days advance notice by the contractor to this UAO's representative.
5. Any temporary relocation of this UAO's existing or proposed facilities that may be required for construction will require a minimum of thirty (30) calendar days advance notice by the contractor to this UAO's representative.
6. All normal relocation activities performed by the UAO are intended to be performed during normal business hours unless other arrangements have been agreed to by both the UAO and the contractor. No nighttime relocation activates involving energized conductors or equipment will be performed, with the exception of outage restoration or other such emergency work (UAO Safety Manual regulation).
7. Bucket truck access must be maintained to all of the UAO's facilities existing and proposed to include poles, pull boxes, and transformers throughout the duration of the project construction for maintenance and outage restoration.
8. Per OSHA standards, road contractor may not work within 20 feet (or 10') of energized conductors. Duke Energy WILL NOT cover energized lines to allow contractors to encroach on the 20' (10') limit. De-energizing spans will be evaluated on a case-by-case basis and will require minimum of four weeks' advance notice to allow to engineer's evaluation, work request processing and switching request submittal to and review by distribution control center in St. Petersburg, FL.
9. It is important for the contractor to communicate the means and methods of construction for this schedule was based on information that did not include the contractor's intent of means and methods of construction.
10. All relocation work for CFX new roadway on this schedule is considered reimbursable to this UAO

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
1	Duke Energy 0.24 kV or less overhead sec with light poles	102+02 -113' LT	109+82 65' LT	Remove secondary conductors and appurtenances		Phase I	0	2
2	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	104+85 -93' LT		Remove pole with appurtenances		Phase I	0	1
3	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	107+65 -77' LT		Remove pole with appurtenances		Phase I	0	1
4	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	109+82 -65' LT		Remove pole with appurtenances		Phase I	0	1
5	Duke Energy 7.2 kV single phase 2 wire overhead distribution power Line with wood poles, appurtenances, support anchors and downleads	101+35 -08 RT+-	114+05- 125' RT+-	Remove conductors		Phase I	0	5
6	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	102+03 -52' RT+-		Remove pole with appurtenances		Phase I	0	2
7	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	104+37 -192' RT+-		Remove pole with appurtenances		Phase I	0	2
8	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	106+74 -323' RT+-		Remove pole with appurtenances		Phase I	2	0
9	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	110+53- 137' RT+-		Remove pole with appurtenances		Phase I	2	0
10	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	111+30- 152' RT+-		Remove pole with appurtenances		Phase I	2	0
11	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	112+02- 77' RT+-		Remove pole with appurtenances		Phase I	2	0
12	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	114+05- 125' RT+-		Remove pole with appurtenances		Phase I	2	0
13	Duke Energy wood distribution	393+10-		Remove pole with appurtenances	CSX flagging	Phase I	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

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ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	pole with appurtenances, support SR 538 Stationing: anchors and downleads	380' RT+-						
14	Duke Energy 7.2 kV single phase 2 wire overhead distribution power Line with wood poles, appurtenances, support anchors and downleads	392+90-408' Rt	398+40-260' RT+_	Remove conductors	New single phase line built from Old Tampa Hwy. CSX flagging	Phase I	0	5
15	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	394+40 -242' RT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
15	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	395+93-225' RT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
16	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	396+60-220' RT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
17	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	398+34-160' RT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
18	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	398+32-259' RT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
19	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	398+25-112' LT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
20	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	400+06-237' LT+-		Remove pole with appurtenances	New single phase line built from Old Tampa Hwy	Phase I	0	2
21	Duke Energy 7.2 kV single phase 2 wire overhead distribution power Line with wood poles, appurtenances, support anchors and downleads	398+40-448' RT+-	400+06-237' Lt+- and beyond	Remove conductors	New single phase line built from Old Tampa Hwy	Phase I	0	3
22	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	392+60-430' RT+-		Install pole with appurtenances	CSX Railroad permit	Phase I	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
23	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	393+00-406' RT+-		Install pole with appurtenances	CSX Railroad permit, flagging	Phase I	0	2
24	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	394+50-414' RT+-		Install pole with appurtenances	CSX permit, easement	Phase I	0	2
25	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	396+38-428' RT+-		Install pole with appurtenances	easement	Phase I	0	2
26	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	398+00-467' RT+-		Install pole with appurtenances	Easement	Phase I	0	2
27	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	398+35-448' RT+-	(10+72-11' LT+-)	Install pole with appurtenances	Easement and new driveway cleared and grubbed and staked, truck accessible	Phase I	0	2
28	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	12+50-11' RT+-		Install pole with appurtenances	Easement sand new driveway cleared and grubbed and staked, truck accessible	Phase I	0	2
29	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	14+23-11' RT+-		Install pole with appurtenances	Easement and new driveway cleared and grubbed and staked, truck accessible	Phase I	0	2
30	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	15+98-10' RT+-		Install pole with appurtenances	Easement and new driveway cleared and grubbed and staked	Phase I	0	2
31	Old Tampa Hwy stationing- Duke Energy wood distribution pole with appurtenances, support anchors and downleads	12+20-29' LT+-		Install pole with appurtenances	R/W staked, stationed, gas easements staked	Phase I	0	2
32	Duke Energy 7.2 kV single phase 2 wire overhead distribution power Line with wood poles, appurtenances, support anchors and downleads	Old Tampa Hwy sta 12+20-29' LT+-	392+60-430' RT+-	Install conductors	New driveway row and easement cleared, staked and graded. CSX permit and flagging	Phase I	0	10
33	Old Tampa Hwy-Duke Energy 7.2 kV single phase 2 wire overhead distribution power Line with wood poles, appurtenances, support anchors	12+55-19' Rt+-	21+60-16' Rt+-	Remove approx.five poles and overhead primary and secondary conductors	New underground line and spare installed	Phase I	0	16

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	and downleads							
34	Old Tampa Hwy-Duke Energy 7.2 kV single phase 1/0 al underground primary cable in 4 in conduit	11+70-19' RT+-	22+00-19' Rt+-	Directional bore in 4 in conduit. Install primary cable and terminate Install terminal poles with appurtenances	Station boards, bridge staking, row staking	Phase I	0	13
35	Old Tampa Hwy-Duke Energy 7.2 kV single phase 1/0 al underground primary cable in 4 in conduit	12+00-19' RT+-	21+80-19' RT+-	Directional bore in 6 in conduit. Install primary cable and terminate Install terminal poles with appurtenances	Station boards, bridge staking, row staking	Phase I	0	13
36	Old Tampa Hwy-Duke Energy 7.2 kV single phase 1/0 al underground primary cable in 4 in conduit	19+40-42' RT+-	613+37-103' LT+-	De -energize 1/0 al primary cable; cut and pierce. Leave Out of service	L.A. row staked roadway staked. New underground line installed and energized from US 17-92	Phase I	0	2
37	Ivy Mist Lane-Duke Energy 7.2 kV single phase 1/0 al underground primary cable in 4 in conduit	SR 538-613+42-160' LT+-	US17-92-2569+43-91' LT+-	Install 1/0 al primary distribution cable via directional bore	R/W staked	Phase I	0	20
38	Duke Energy 7.2 kV single phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	Old Tampa Hwy and Church Rd	410+90-408' RT+-	Remove five poles and overhead conductors	N/A	Phase I	4	0
39	US17-92-Duke Energy wood pole with appurtenances, support anchors and downleads	2530+80 71' LT+-		Install pole with appurtenances	R/W staked, stationed,	Phase I	0	4
40	Duke Energy 12.47 kV 3 phase 1000 kcm al underground primary cable in 6 in conduit	2530+80 -71' LT+-	2530+80-21' Rt to 2534+00-33' RT	Install conduit and primary cable	New R/W staked, stationed, cleared	Phase I	0	7
41	Duke Energy wood pole with appurtenances, support anchors and downleads US 17-92	2534+00 -33'RT+-		Install pole with appurtenances	New R/W staked, stationed, cleared	Phase I	0	2
42	Duke Energy 12.47 kV 3 phase 4 wire, 795 aac,336 aac neutral overhead distribution power line	2534+00 -33' RT	2551+00 -118' RT	Install conductors	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and	Phase I	0	10

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
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C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	with wood poles, support anchors and downleads				structures and stabilized, made truck accessible			
43	Duke Energy wood pole with appurtenances, support anchors and downleads	2534+55-39' RT+-		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures; truck accessible	Phase I	0	2
44	Duke Energy wood pole with appurtenances, support anchors and downleads	2536+10 -56' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures	Phase I	0	2
45	Duke Energy wood pole with appurtenances, support anchors and downleads	2537+45 -70' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
46	Duke Energy wood pole with appurtenances, support anchors and downleads	2538+01-76' RT+-		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
47	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2540+04 -95' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
48	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2541+20 -99' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
49	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2543+15 -99' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures truck accessible,	Phase I	0	2
50	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2544+72 -103' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
51	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2546+60 -103' RT		Install pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W cleared of all trees and structures, truck accessible	Phase I	0	2
52	Duke Energy distribution wood pole with appurtenances,	2548+35 -100' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with	Phase I	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
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Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	support anchors and downleads				stations, truck accessible			
53	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2548+80 -114' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with stations, truck accessible	Phase I	0	2
54	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2549+23 -118' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with stations, truck accessible	Phase I	0	2
55	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2550+60 -119' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with stations, truck accessible	Phase I	0	2
56	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2550+80 -119' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with stations, truck accessible	Phase I	0	2
57	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2551+00 -118' RT		Install pole with appurtenances	New R/W staked and cleared from obstructions with stations, truck accessible	Phase I	0	2
58	Duke Energy 12.47 kV 3 phase, 4wire 795 AAC,1/0 AAAC neut. overhead distribution power line under transmission	2530+80-71' LT	2552+30-72' LT	Remove conductors	New distribution line built and energized	Phase II	0	7
59	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2534+96 -72' LT		To be removed	Joint use removed, R/w staked	Phase II	0	2
60	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2534+60-25’ RT+-	2534+96-72’ LT+-	Remove conductors	Service transferred to new line, joint use removed	Phase I	0	3
61	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2536+96-71’ LT+-		To remain- adjust conductors	R/W staked	Phase I	0	1
62	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2536+96 -71' LT	2537+09 -24' RT to 2537+45 70' RT	Remove conductors	New line constructed	Phase I	0	1
63	US 17-92- Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2537+09 -24' RT		Remove pole with appurtenances	Joint use removed, new overhead crossing installed	Phase I	0	2
64	Duke Energy 0.24 kV overhead	2538+70-	2538+54-	Remove secondary cable	New distribution line	Phase I	0	1

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	secondary cable	73' RT+-	77' RT+-		constructed along East R/W			
65	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2538+50- 20' RT+-		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase I	0	2
66	Duke Energy 0.24 kV overhead service cable	2539+60 -66' RT	2540+45 -20' Rt	Remove secondary cable	New distribution line constructed along East R/W	Phase I	0	1
67	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2539+60 -66' RT		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase I	0	1
68	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2540+50 -72' LT	2540+45 -20' RT to 2540+88 -40' RT to 2541 +20-99' RT	Remove conductors	New distribution line constructed along East R/W	Phase I	0	1
69	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2540+45 -20' RT		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase I	0	2
70	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2540+88 -40' RT		Remove pole with appurtenances	New Right-Of-Way staked along US 17-92. Easterly R/W	Phase I	0	2
71	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2542+92 -71' LT	2543+13 -66' RT	Adjust overhead distribution power line; splice in wire	New distribution line constructed along East R/W	Phase I	0	1
72	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2543+13 -66' RT		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase I	0	2
73	Duke Energy 0.24 kV overhead secondary cable	2546+89 -72' LT	2547+26 -104' RT	Remove overhead secondary cable	New distribution line constructed along East R/W	Phase I	0	1
74	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2546+96 -26' RT		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase II	0	2
75	US 17-92- Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2546+89 -72' LT		Remove pole with appurtenances	New distribution line constructed along East R/W	Phase II	0	2
76	Duke Energy distribution	2552+30		Remove pole with appurtenances	New distribution line both	Phase II	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	wood pole with appurtenances, support anchors and downleads	-72' LT			overhead and underground built on Easterly R/W line			
77	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2552+93 -67' RT		Remove pole with appurtenances	New distribution line both overhead and underground built on Easterly R/W line	Phase I	0	2
78	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2552+30-72' RT+-	2553+33-120' RT+- and beyond	Remove conductors and terminal pole	New distribution line both overhead and underground built on Easterly R/W line	Phase I	0	2
79	Duke Energy 7.2 kv 1 phase 1/0 al buried distribution power cable	Sr 538 417+00-400' RT+-	418+20-258' RT+-	De-energize conductors place out of service	L.A R/W cleared, grubbed, house removed	Phase I	0	2
80	Duke Energy 1 phase padmount transformer	SR 538 - 418+20-258' RT+-		Remove transformer	L.A. R/W cleared and grubbed, houses services removed	Phase I	0	1
81	Duke Energy 7.2 kV 1 phase 1/0 al buried primary cable in 3 in conduit	2550+60 -119' RT	2553+33 -118' RT	Install conduit via directional bore Install primary cable, terminate	R/W staked, stations, cleared truck accessible	Phase I	0	6
82	Duke Energy 12.47 kV 3 phase 1/0 al buried primary cable in 4 in conduit	2550+80 -119' RT	2554+18 -117' RT	Install conduit via directional bore Install primary cable, terminate	R/W staked, stations, cleared truck accessible	Phase I	0	6
83	Duke Energy12.47 kV 3 phase 1000 al buried primary cable in 6 in conduit	2551+00 -118' RT	2554+07 -110' RT	Install conduit via directional bore Install primary cable, terminate	R/W staked, stations, cleared truck accessible	Phase I	0	8
84	Duke Energy 25 kVA 1 phase 240/480 V padmount transformer	2553+33 -118' RT		Install pad, transformer	R/W staked, stations, cleared truck accessible	Phase I	0	2
85	Duke Energy 4'X2.5' ft print pullbox	2554+18 -117' RT		Install box. Splice cable.	R/W staked, stations, cleared truck accessible	Phase I	0	2
86	Duke Energy 7'x5' ft print pullbox	2554+07 -110' RT		Install box. Splice cable	R/W staked, stations, cleared truck accessible	Phase I	0	3
87	Duke Energy 12.47 kV 3 phase, 1/0 al buried primary cable in 4 in conduit	2554+18 -117' RT	2561+53 -152' RT	Install conduit via directional bore Install primary cable, terminate	R/W staked, stations, cleared truck accessible	Phase I	0	8
88	Duke Energy 12.47 kV 3 phase, 1000 kcm al buried primary in 6 in conduit cable	2554+07 -110' RT	2561+98- -111' RT	Install conduit via directional bore Install primary cable, terminate	R/W staked, stations, cleared truck accessible	Phase I	0	8
89	Duke Energy distribution	2561+27		Install pole with appurtenances	R/W staked, stations, cleared	Phase I	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	wood pole with appurtenances, support anchors and downleads	-172' RT+-			truck accessible			
90	Duke Energy distribution US 17-92 stationing-wood pole with appurtenances, support anchors and downleads	2561+27 -169' RT		Remove pole with appurtenances	Joint use removed	Phase I	0	2
91	Duke Energy 0.24 kV overhead secondary cable	2560+16 -120' RT	2561+27 -169' RT	Remove secondary cable	L.A R/W staked and cleared, customer removed	Phase I	0	1
92	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2560+16 -120' RT		Remove pole with appurtenances	Customer removed	Phase I	0	1
93	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2560+92-131'RT+-		Remove pole with appurtenances	Customer removed	Phase I	0	1
94	Duke Energy 12.47 kV 3 phase 4 wire overhead distribution power line with wood poles, support anchors and downleads	2560+88 -72' LT	2561+27 -169' RT	Remove conductors	New underground power line installed and energized	Phase I	0	1
95	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2561+27-62' RT		Remove pole with appurtenances	New line constructed	Phase I	0	1
96	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2561+53 -152' RT		Install pole with appurtenances	L.A R/W staked and cleared	Phase I	0	2
97	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2561+70-140' RT		Install pole with appurtenances	L.A R/W staked and cleared	Phase I	0	2
98	Duke Energy distribution wood pole with appurtenances, support anchors and downleads	2561+96 -125' RT		Install pole with appurtenances	L.A R/W staked and cleared	Phase I	0	2
99	Duke Energy 12.47 kV 3 phase 4 wire overhead distribution power line with wood poles, support anchors and downleads	2561+27 -172' RT	2561+96 -125' RT	Install conductors	L.A R/W staked and cleared	Phase I	0	1
100	Duke Energy7'x5' footprint pull box	2561+98 -111' RT		Install pull box and splice cable	R/W staked, cleared	Phase I	0	3
101	Duke Energy 12.47 kV 3 phase, 4 wire 795 al, 1/0 al neut. overhead distribution power line under	2552+30 -72' LT	2560+88 -72' LT	Remove distribution conductors	New OH/UG distribution line built on Easterly R/W and energized	Phase II	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	transmission line							
102	Duke Energy 12.47 kV 3 phase 1/0 al US 17-92- buried distribution power cable in 4 in conduit	2561+96 125' RT	2568+58 -79' RT	Install 4 in conduit via directional bore install 1/0 al primary cable	R/W staked and cleared, truck accessible	Phase I	0	6
103	Duke Energy 12.47 kV 3 phase 1000 kcm al buried distribution power cable in 6 in conduit	2561+98 -111' RT	2568+80 -79' RT	Install 6 in conduit via directional bore Install underground primary cable	R/W staked and cleared, truck accessible	Phase I	0	8
104	Duke Energy wood distribution power pole with appurtenances support anchors and downleads	2568+58 -79' RT		Install pole with appurtenances	R/W staked and cleared, truck accessible	Phase I	0	3
105	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2568+80 -79' RT		Install pole with appurtenances	R/W staked and cleared, truck accessible	Phase I	0	3
106	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2569+20 -79' RT		Install pole with appurtenances	R/W staked and cleared, truck accessible	Phase I	0	2
107	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2569+48 -79' RT		Install pole with appurtenances	New Easterly R/W staked and cleared, truck accessible	Phase I	0	2
108	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2569+80 -104' RT		Install pole with appurtenances	New Easterly R/W staked and cleared, truck accessible	Phase I	0	2
109	Duke Energy 12.47 kV 3 phase 3 wire overhead distribution power line with wood poles, support anchors and downlead	2569+20- 88’ LT+-	2569+48- 79’ RT+-	Install conductors	Both R/W’s staked, cleared and truck accessible	Phase I	0	1
110	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2568+26 88' LT		Install pole with appurtenances	Both R/W’s staked, cleared and truck accessible	Phase I	0	2
111	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2568+26 -72' LT		Remove pole with appurtenances	Joint use removed	Phase I	0	2
112	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2569+20 -88' LT		Install pole with appurtenances	R/W staked and cleared	Phase I	0	2
113	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2569+35 -88' LT		Install pole with appurtenances	R/W staked and cleared	Phase I	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
114	Duke Energy 12.47 kV 3 phase, 3 wire overhead distribution power line with poles, appurtenances US 17-92-support anchors and downleads	2568+26 -88' Lt	2569+35 -88' LT	Install conductors	R/W staked and cleared	Phase I	0	2
115	Duke Energy 12.47 kV 3 phase 4 wire 795 AAC, 336 AAC neutral overhead distribution power line	2568+48 -79' RT	2569+80 -104' RT	Install conductors	New R/W staked and cleared, truck accessible	Phase I	0	2
116	Duke Energy 12.47 kV 3 phase 4 wire 795 AAC, 336 AAC neutral overhead distribution power line	2569+80 104'RT+-	2580+40- 87' RT+-	Install conductors	New R/W staked and cleared, truck accessible	Phase I	0	5
117	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2571+60- 104' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
118	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2573+52 -103' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
119	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2575+00 -103' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
120	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2576+40 -104' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
121	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2578+18 -103' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
122	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2580+05 -104' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
123	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2580+40 -87' RT		Install pole with appurtenances	New R/W staked and cleared, truck accessible	Phase I	0	2
124	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2581+18 -71LT		Install pole with appurtenances	L.A R/W staked, cleared	Phase I	0	2
125	Duke Energy 12.47 kV 3 phase 1000 kcm al buried distribution power cable in 6 in conduit	2580+40 -87' RT	2581+18 -71' LT	Install 6 in conduit via directional Bore. Install primary cable in conduit.. Terminate cable.	L.A R/W staked, cleared	Phase I	0	8
126		2580+05	2580+15	Install conductors	L.A R/W staked, cleared	Phase I	0	1

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support US 17-92 Stationing-anchors and downleads	-104' RT	-72' LT					
127	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2577+79 -73' LT		Install pole with appurtenances Transfer service cable	L.A R/W staked, cleared	Phase I	0	2
128	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2678+28 -103' RT	2577+79- 71' LT+-	Install conductors	West/East R/W staked with stations and cleared	Phase I	0	1
129	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2575+00 -103' RT	2574+72 -74' LT	Install conductors	West/East R/W staked with stations and cleared	Phase I	0	1
130	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2577+79 -71' LT		Remove pole with appurtenances	Joint use transferred	Phase II	0	2
131	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	2575+50 -71' LT	2576+12 -104' RT	Remove conductors	New distribution line installed and energized on Easterly R/W	Phase I	0	1
132	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2576+12 -30' RT		Remove pole with appurtenances	New distribution line installed and energized on Easterly R/W	Phase I	0	2
133	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2575+50 -71' LT		Remove pole with appurtenances	New distribution line installed and energized on Easterly R/W	Phase II	0	2
134	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2574+72 -74' LT		Install pole with appurtenances	R/W staked and cleared, truck accessible	Phase I	0	2
135	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	2574+72 -72' LT		Remove pole with appurtenances	New distribution line installed on East R/W, joint use removed	Phase II	0	2
136	Duke Energy 7.2 kV 1 phase 1/0 al buried primary cable	2569+80 -72' LT	2569+20 -88' LT	Cut primary cable in clear, place out of service	New terminal poles installed with cable terminated, energized	Phase II	0	1
137	Duke Energy wood distribution pole with appurtenances, support	2569+80 -72' LT		Remove pole with appurtenances	New terminal poles installed Joint use removed	Phase II	0	2

Proposed

Project: SR 538 Extension (Segment 1) from Orange Blossom	**County Road Number:**
Trail (US 17/92) to Ronald Reagan Parkway	**City Road:**
State Road No: 538	**Project No: CFX#: 538-234**
Utility Agency/Owner (UAO):	

C.	**Disposition of Facilities (List All Existing & Proposed) on Project:**							
ACT No.	**UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL**	**From Station/ Offset**	**To Station/ Offset**	**Utility Work Activity Description**	**Dependent Activity**	**TCP Phase**	**Consecutive Calendar Days Prior**	**During**
	anchors and downleads							
138	Duke Energy 12.47 kV 3 phase 4 US 17-92 Stationing: wire 795 AAC,1/0 AAAC neutral overhead distribution power line under transmission line	2560+88 -72' LT	2581+18 -71' LT	Remove conductors	New line built and energized along Easterly R/w	Phase II	0	7
1139	Duke Energy 7.2 kV 1 phase 2 wire overhead distribution power line with wood poles, support anchors and downleads	418+22-199' LT+-	419+10-150' LT+-	Remove conductors	L.A. R/W staked, cleared and grubbed	Pre-Phase I	0	2
126	Duke Energy 7.2 kV 1 phase 1/0 al buried primary cable	419+10-150' LT+-	419+90-220' LT+-	De-energize, cut in clear primary cable	L.A R/W staked, customer removed	Pre-Phase I	0	2
127	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	418+22-199' LT+-		Remove pole with appurtenances	L.A R/W staked, customer removed	Phase I	0	2
128	Duke Energy wood distribution pole with appurtenances, support anchors and downleads	419+10-150' LT+-		Remove pole with appurtenances	L.A R/W staked, customer removed	Phase I	0	2

Proposed

Exhibit "C"

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Real Estate Dept.
2166 Palmetto St.
Mail Code: CW Eng.
Clearwater, Florida 33765

Parcel #

Proposed

EASEMENT

State of Florida
County of Osceola

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **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 4874 ORL Tower Road, Orlando, Florida 32807, ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area.
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors within the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Easement Area to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops.
10. All other rights and privileges within the Easement Area reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

Proposed

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

GRANTOR: Central Florida Expressway Authority, a body politic and corporate, an agency of the State of Florida

_____

(Witness #1)

Printed Name: _____

Address: _____

_____

_____

(Witness #2)

Printed Name: _____

Address: _____

_____

_____, _____

Grantor(s) Mailing Address:

4874 ORL Tower Road

Orlando, FL 32807

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____, as _____ of Central Florida Expressway Authority, a body politic and corporate, an agency of the State of Florida, on behalf of the Authority, He/She is personally known to me or has produced _____ as identification.

Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

Proposed

For Grantee's Internal Use:
Work Order #: 60273713-20

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: September 25, 2026

SUBJECT: Resolution of the Central Florida Expressway Authority Binding CFX to the Deletion of the Temporary CR 532 Access Ramps in the Construction Plans for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A; Authorizing the Director of Engineering to Make Binding Representations Regarding the Implementation of and Revisions to Such Project Construction Plans on Behalf of the Agency in Applicable Eminent Domain Proceedings; and Providing for an Effective Date.

The Central Florida Expressway Authority (**"CFX"**) previously acquired property necessary for the State Road 538 Poinciana Parkway Extension Project, Project Nos. 538-234, 538-235, and 538-235A (the **"Project"**), including property acquired through orders of taking in pending eminent domain proceedings.

At the time of the orders of taking, the Project's construction plans included temporary ramps connecting SR 538 to the south side of CR 532 that were intended to provide interim connectivity pending the later completion of the Florida Department of Transportation's Poinciana Connector Project (the **"FDOT Project"**). However, the anticipated completion dates for the Project and the FDOT Project have since changed such that interim connectivity is no longer required, eliminating the need for the temporary ramps.

Because the original construction plans for the Project were relied upon in the pending eminent domain proceedings, formal Board action is now required to bind CFX to the deletion of the temporary ramps so that the court and affected property owners may rely upon the revised plans in the valuation of anticipated severance damages to the remaining portions of affected parent tracts. The Resolution also authorizes the Director of Engineering, with the concurrence of legal counsel, to make representations on behalf of CFX regarding the implementation of, or revisions to, the Project's construction plans in this and any future eminent domain proceeding arising from or related to the Project.

Board approval of the Resolution of the Central Florida Expressway Authority Binding CFX to the Deletion of the Temporary CR 532 Access Ramps in the Construction Plans for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A; Authorizing the Director of Engineering to Make Binding Representations Regarding the Implementation of and Revisions to Such Project Construction Plans on Behalf of the Agency in Applicable Eminent Domain Proceedings; and Providing for an Effective Date is requested.

MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfirm.com

MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right of Way Counsel *Marcos Marchena*
Keith A. Graham, Esq. Right of Way Counsel
Valerie C. David, Esq., Right of Way Counsel
Marchena and Graham, P.A.

DATE: September 25, 2026

SUBJECT: Proposed Resolution of the Central Florida Expressway Authority Binding CFX to the Deletion of the Temporary CR 532 Access Ramps in the Construction Plans for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A

Marchena and Graham, P.A., as Right of Way Counsel, seeks approval by the CFX Board of the proposed Resolution Binding CFX to Revised Construction Plans Deleting Temporary CR 532 Access Ramps for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A.

BACKGROUND AND DESCRIPTION

CFX previously approved the acquisition of property necessary to extend SR 538 to the south side of CR 532 for CFX's Poinciana Parkway Extension Project, Project Nos. 538-234, 538-235, and 538-235A (the "Project"), pursuant to the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System, Resolution No. 2024-439, adopted August 8, 2024 ("Resolution No. 2024-439"). Following the adoption of Resolution No. 2024-439, CFX proceeded with efforts to acquire the necessary property without litigation. Where those efforts did not result in an acquisition, CFX filed eminent domain proceedings, and orders of taking were subsequently entered vesting title to the property necessary for the Project in CFX.

At the time of the orders of taking, the Project construction plans included temporary ramps connecting SR 538 to the south side of CR 532 to provide interim connectivity until FDOT's Poinciana Connector Project was constructed, which would extend SR 538 north across CR 532 to Interstate 4 and provide permanent ramp connections to the north side of CR 532. Delays in CFX's permitting process, together with the progress of FDOT's Poinciana Connector Project, have resulted in the two projects now being anticipated for completion within similar timeframes. As a result, the temporary south-side ramps are no longer necessary to provide interim connectivity. CFX is

therefore revising the Project construction plans to remove the temporary south side ramps from the Project.

Because the Project construction plans in effect at the time of the orders of taking included the temporary ramps, CFX must be bound to a resolution that clarifies the temporary ramps are no longer required and will not be built in order to clarify the construction plans and resulting impact on the taken property and remainders in the pending eminent domain proceedings. Accordingly, the proposed Resolution binds CFX to the deletion of the temporary south-side CR 532 ramps and confirms that those ramps will not be constructed by CFX as part of the Project.

The proposed Resolution does not reconsider or supersede the Board's prior authorization of the acquisition of property necessary for the Project. The property previously authorized for acquisition remains necessary for the Project notwithstanding the deletion of the temporary ramps, and Resolution No. 2024-439 remains in full force and effect.

REQUESTED ACTION

Adoption of the proposed Resolution of the Central Florida Expressway Authority Binding CFX to the Deletion of the Temporary CR 532 Access Ramps in the Construction Plans for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A is requested.

ATTACHMENTS

A. Resolution Binding CFX to Revised Construction Plans Deleting Temporary CR 532 Access Ramps for the State Road 538 Poinciana Parkway Extension Project 538-234, 538-235, and 538-235A

Attachment "A"

RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY BINDING CFX TO THE DELETION OF THE TEMPORARY CR 532 ACCESS RAMPS IN THE CONSTRUCTION PLANS FOR THE STATE ROAD 538 POINCIANA PARKWAY EXTENSION PROJECT 538-234, 538-235, AND 538-235A; AUTHORIZING THE DIRECTOR OF ENGINEERING TO MAKE BINDING REPRESENTATIONS REGARDING THE IMPLEMENTATION OF AND REVISIONS TO SUCH PROJECT CONSTRUCTION PLANS ON BEHALF OF THE AGENCY IN APPLICABLE EMINENT DOMAIN PROCEEDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed

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, CFX is undertaking the State Road 538 Poinciana Parkway Extension, Project Nos. 538-234, 538-235, and 538-235A (the **"Project"**); and

WHEREAS, pursuant to the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System, Resolution No. 2024-439, adopted August 8, 2024, the Board previously authorized the acquisition of property necessary for the Project, and certain property acquired pursuant to that authorization is the subject of pending eminent domain proceedings; and

WHEREAS, the Project construction plans in effect at the time CFX acquired such property through orders of taking included temporary ramps connecting to the south side of CR 532 that were intended to provide interim connectivity that were to be removed upon the Florida Department of Transportation's (**"FDOT"**) construction of the Poinciana Connector, which will extend SR 538 north over CR 532 to Interstate 4 and include permanent ramp connections from 538 to the north side of CR 532; and

WHEREAS, due to delays in CFX permitting and the progress of FDOT's Poinciana Connector Project, CFX and FDOT's respective projects are now anticipated to be completed within similar timeframes, eliminating the need for CFX's temporary south-side CR 532 ramps to provide interim connectivity; and

WHEREAS, CFX is in the process of revising the Project's construction plans to reflect the deletion of CFX's temporary south-side CR 532 ramps from the Project; and

WHEREAS, notwithstanding the deletion of the temporary south-side CR 532 ramps, the property previously authorized for acquisition pursuant to Resolution No. 2024-439 remains necessary for the Project, and the Board's prior determination regarding the necessity for and acquisition of such property remains unchanged; and

WHEREAS, because the Project construction plans are being revised following the orders of taking, CFX must be bound to the material revisions reflected in the revised plans in order to rely upon those plans as evidence in the pending eminent domain proceedings of the manner in which the Project will be constructed; and

WHEREAS, Board action is necessary to formally bind CFX to the revised plans for purposes of the pending eminent domain proceedings, including the deletion of the temporary south-side CR 532 ramps and CFX's commitment that such ramps will not be constructed; and

WHEREAS, this Resolution does not reconsider or supersede the Board's prior authorization of the acquisition of property necessary for the Project pursuant to Resolution No. 2024-439, which remains in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. **Recitals.** The above recitals are hereby incorporated into and serve as a material part of this Resolution.

2. **Binding Representations on behalf of CFX**

A. For purposes of clarifying CFX's construction for the Court's and property owners' reliance in the pending eminent domain proceedings, the Board hereby binds CFX to the deletion of the temporary south-side CR 532 ramps from the Project's construction plans and directs staff to revise the Project's construction plans accordingly and to maintain such deletion in all subsequent construction plans for the Project thereafter. The temporary south-side CR 532 ramps shall not be constructed by CFX as part of the Project.

B. The Board additionally authorizes the Director of Engineering to make binding representations on behalf of CFX in testimony regarding the nature of and reasons for removal of the temporary south side CR 532 ramps from the Project's construction plans.

Proposed

C. Moreover, with respect to this or any eminent domain proceeding arising from or related to the Project, the Director of Engineering is hereby authorized to: **(1)** make binding representations and testimony on behalf of CFX to explain or clarify any and all other Project construction plan characteristics or revisions; and **(2)** bind CFX to any additional revisions to the Project's construction plans in whole or in part provided that: **(a)** any such decision to make a binding revision to the Project's construction plans must be in writing signed by the Director of Engineering with the concurrence of the General Counsel or their designee prior to taking binding effect; and **(b)** no such revisions may be inconsistent with the deletion of the temporary south-side CR 532 ramps approved by this Resolution.

3. Reaffirmation of Resolution No. 2024-439. The Board reaffirms its prior determination that the property authorized for acquisition pursuant to Resolution No. 2024-439 remains necessary for the Project notwithstanding the deletion of the temporary south-side CR 532 ramps. Resolution No. 2024-439 remains in full force and effect.

4. Effective Date. This Resolution shall take effect immediately upon adoption by CFX governing Board.

ADOPTED on this 8th day of October, 2026.

_____
Buddy Dyer, Chairman

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

Approved as to form and legality for the exclusive use and reliance of CFX.

MARCHENA & GRAHAM, P.A.

_____ for
Marcos Marchena, Right of Way Counsel
Date: 09/24/2026

Proposed

E.

Reports

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: September 30, 2026

RE: August 2026 Financial Reports

Attached please find the August 2026 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING AUGUST 31, 2026 AND YEAR-TO-DATE

	FY 27 MONTH ACTUAL	FY 27 YTD ACTUAL AND ENCUMBRANCES	FY 27 ANNUAL BUDGET	FY 27 EXPECTED % OF BUDGET	FY 27 YTD % OF BUDGET
REVENUES					
TOLLS	$ 60,107,930	$ 122,334,879	$ 752,200,000	17%	16%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,222,114	1,360,814	13,201,000	17%	10%
TRANSPONDER SALES	160,344	352,818	2,325,000	17%	15%
OTHER OPERATING	320,475	334,337	3,269,555	17%	10%
INTEREST	1,958,527	3,896,938	19,246,224	17%	20%
MISCELLANEOUS	87,765	171,273	1,034,267	17%	17%
TOTAL REVENUES	$ 63,857,154	$ 128,451,059	$ 791,276,046	17%	16%
O M & A EXPENSES					
OPERATIONS	$ 9,528,453	$ 14,930,256	$ 92,550,012	17%	16%
MAINTENANCE	1,218,653	2,533,289	35,920,096	17%	7%
ADMINISTRATION	1,230,601	2,485,912	16,008,172	17%	16%
OTHER OPERATING	(14,456)	65,897	3,065,100	17%	2%
TOTAL O M & A EXPENSES	$ 11,963,251	$ 20,015,354	$ 147,543,380	17%	14%
NET REVENUES BEFORE DEBT SERVICE	$ 51,893,903	$ 108,435,705	$ 643,732,666	17%	17%
COMBINED NET DEBT SERVICE	$ 19,748,575	$ 39,644,131	$ 238,746,671	17%	17%
NET REVENUES AFTER DEBT SERVICE	$ 32,145,329	$ 68,791,575	$ 404,985,995	17%	17%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensie Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2026 AND YEAR-TO-DATE

	FY 27 MONTH ACTUAL	FY 26 MONTH ACTUAL	FY 26 - 27 SAME MONTH COMPARISON	FY 27 YTD ACTUAL AND ENCUMBRANCES	FY 26 YTD ACTUAL AND ENCUMBRANCES	FY 26 - 27 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 60,107,930	$ 60,390,090	$ (282,160)	$ 122,334,879	$ 119,790,993	$ 2,543,886
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,222,114	1,039,385	182,729	1,360,814	1,150,664	210,150
TRANSPONDER SALES	160,344	159,281	1,063	352,818	386,527	(33,709)
OTHER OPERATING	320,475	281,667	38,808	334,337	299,185	35,152
INTEREST	1,958,527	2,028,474	(69,947)	3,896,938	3,938,153	(41,215)
MISCELLANEOUS	87,765	-	87,765	171,273	52,779	118,494
TOTAL REVENUES	$ 63,857,154	$ 63,898,897	$ (41,743)	$ 128,451,059	$ 125,618,301	$ 2,832,758
O M & A EXPENSES						
OPERATIONS	$ 9,528,453	$ 4,660,538	$ 4,867,915	$ 14,930,256	$ 9,104,635	$ 5,825,621
MAINTENANCE	1,218,653	549,026	669,627	2,533,289	736,865	1,796,424
ADMINISTRATION	1,230,601	1,124,494	106,107	2,485,912	1,977,530	508,382
OTHER OPERATING	(14,456)	55,743	(70,199)	65,897	55,743	10,154
TOTAL O M & A EXPENSES	$ 11,963,251	$ 6,389,801	$ 5,573,450	$ 20,015,354	$ 11,874,773	$ 8,140,581
NET REVENUES BEFORE DEBT SERVICE	$ 51,893,903	$ 57,509,096	$ (5,615,193)	$ 108,435,705	$ 113,743,528	$ (5,307,823)
COMBINED NET DEBT SERVICE	$ 19,748,575	$ 19,676,825	$ 71,750	$ 39,644,131	$ 39,653,889	$ (9,758)
NET REVENUES AFTER DEBT SERVICE	$ 32,145,329	$ 37,832,271	$ (5,686,942)	$ 68,791,575	$ 74,089,639	$ (5,298,064)

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

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.

RESUME

JASON W. SEARL
200 East New England Avenue, Suite 110
Winter Park, Florida 32789
407-647-2777

Shareholder, Land Use and Zoning (Practice Subgroup Chair) and Real Estate Services
Maynard Nexsen
Winter Park, Florida
January 2026 - Present

Lowndes Law
Associate Attorney
Orlando, Florida
2000 – 2002

Jason W. Searl, P.A.
Owner / Attorney
Orlando, Florida
2002 – 2008

GrayRobinson, P.A.
Partner / Attorney
Orlando, Florida
2008 – January 2026

B.A., Business Administration, Furman University, 1997
J.D. and M.B.A., Stetson University, 2000

Community & Professional:

- The Florida Bar, Environmental and Land Use Law, and Real Property, Probate and Trust Law, Sections
- Association of Florida Community Developers
- Boone High School Athletic Association, Board Member
- Central Florida Partnership, Board of Trustees
- City of Orlando:
    - Municipal Planning Board
    - Board of Zoning Adjustment
    - Parks Impact Fee Program Advisory Board
    - Community Development Block Grants Advisory Committee
    - Transportation Authority Committee
    - Board Review Committee
- Delaney Park Little League Board of Directors, Secretary
- Downtown Orlando Partnership, Class Connect DTO
- Heart to Heart, a Community Care Organization, Board Member and Legal Counsel
- Leadership Florida Cornerstone, Class 42
- Leadership Orlando, Class 98
- Leadership Seminole, Class 24
- Melbourne Regional Chamber, Board of Directors
- Orange County, Redistricting Advisory Board
- Winter Park Chamber of Commerce, Government Affairs Committee

F. 2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

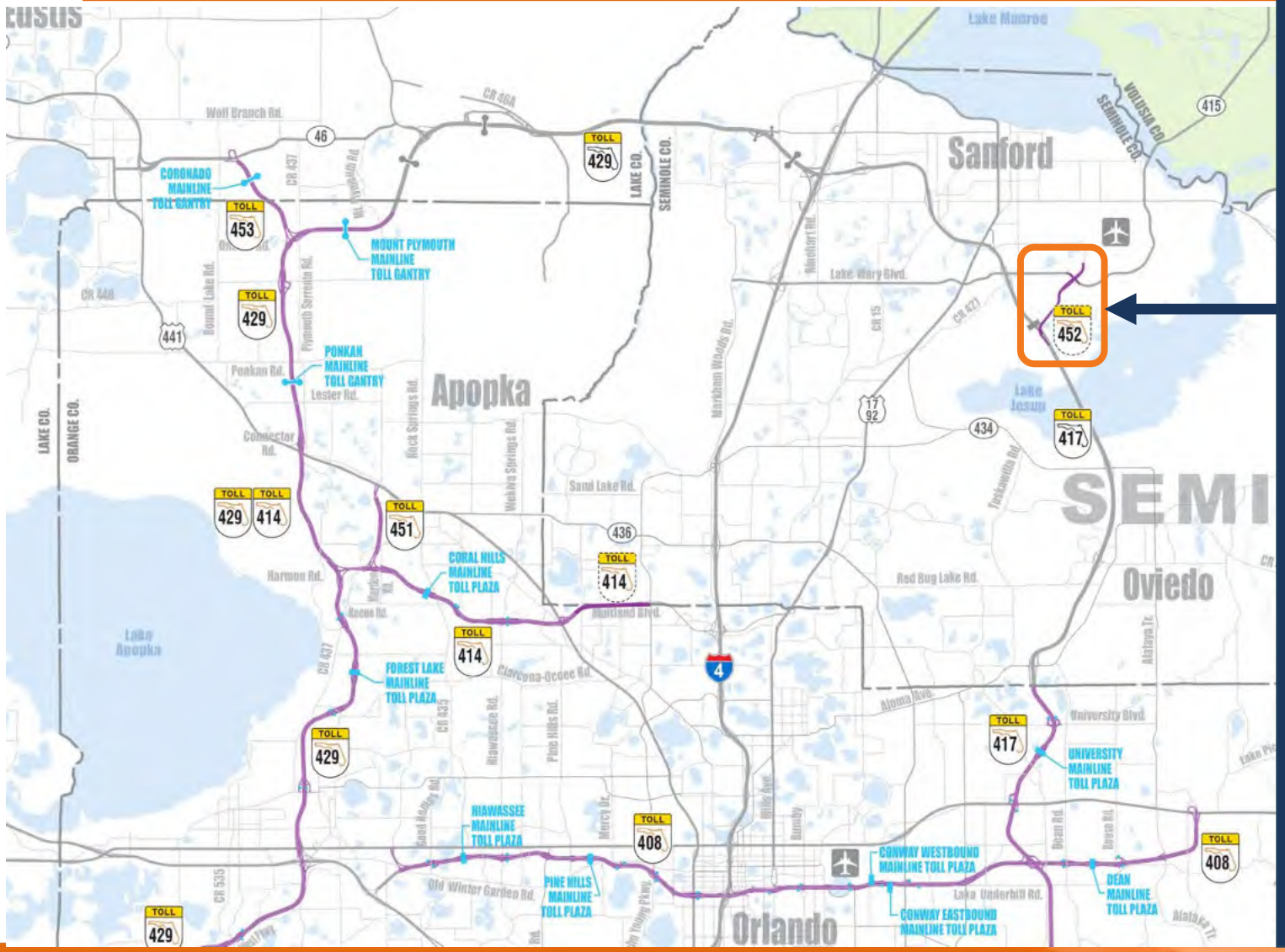


SR 452 Seminole Connector Design Contract Award

David Falk, PE | Director of Engineering

October 8, 2026

Project Location





Project Overview

- Two-lane expressway expandable to four-lanes to/from Southbound SR 417
- Provides alternative route to East Lake Mary Blvd, Red Cleveland Blvd and Orlando Sanford International Airport
- Maintains access to local roads with full interchange at Lake Mary Blvd

Conceptual design (artist rendering)



Design Rankings

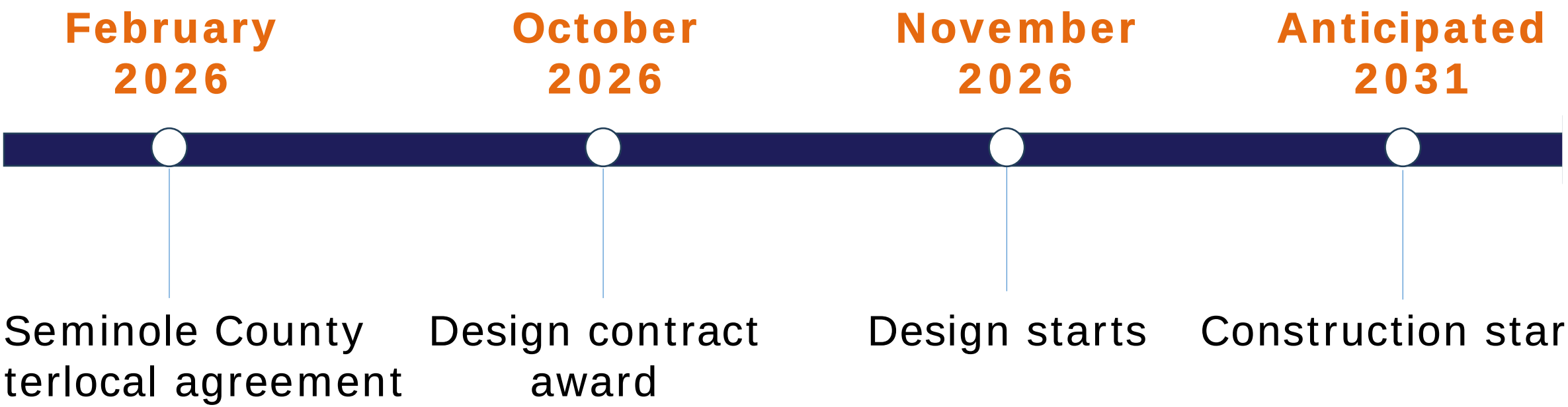
Rankings	Firms
1	**DRMP, Inc.**
2	HDR, Inc.
3	G-A-I Consultants, Inc.

Negotiated Fee: *$12,100,000.00*
Work Plan: *$11,386,000.00*

Conceptual design (artist rendering)



Project Timeline



Recommended Motion

Award of the contract to DRMP, Inc. for design consultant services for the SR 452 Seminole Connector from SR 417 to Red Cleveland Boulevard in the amount of $12,100,000.00.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

DRMP, INC.

DESIGN CONSULTANT SERVICES FOR
SR 452 - SEMINOLE CONNECTOR - SR 417 TO RED CLEVELAND BOULEVARD

PROJECT NO. 452-270, CONTRACT NO. SCON-10000466

CONTRACT AMOUNT: $12,100,000.00

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

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

FOR

DESIGN CONSULTANT SERVICES FOR
SR 452 - SEMINOLE CONNECTOR - SR 417 TO RED CLEVELAND BOULEVARD

PROJECT NO. 452-270, CONTRACT NO. SCON-10000466

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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C	Exhibit “C”, Details of Cost and Fees
D	Exhibit “D”, Project Organization Chart
E	Exhibit “E”, Project Map
F	Exhibit “F”, Project Schedule
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CONTRACT NO. SCON-10000466

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DRMP, INC.

regarding

DESIGN CONSULTANT SERVICES FOR SR 452 - SEMINOLE CONNECTOR - SR 417 TO RED CLEVELAND BOULEVARD

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 **DRMP, 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 941 Lake Baldwin Lane, Suite 100, Orlando, FL 32814, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Consultant may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

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 certain professional services in connection with the design of SR 452 - Seminole Connector - SR 417 to Red Cleveland Boulevard, identified as Project No. 452-270 and Contract No. SCON-10000466.

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.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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

3.0. TERM OF AGREEMENT AND RENEWALS

The term of the contract is in accordance with **Exhibit "A"**. This Agreement shall remain in full force and effect until either: (1) all services and/or work to be provided by CONSULTANT hereunder, including any services and/or work subsequently added or amended by mutual written agreement of the Parties, have been completed to CFX's reasonable satisfaction; or (2) it is terminated in compliance with the terms and conditions herein.

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:

Ardaman & Associates, Inc.
Bentley Group, Inc.
CPH Consulting, LLC
Salas O'Brien Florida, Inc.
TLP Engineering Consultants, Inc.
Classen Graphics Infrastructure Development, LLC
Geotechnical and Environmental Consultants, 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 not-to-exceed amount of $12,100,000.00.

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 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 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 941 Lake Baldwin Lane, Suite 100, Orlando, FL 32814.

Notwithstanding Section 16, 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 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.

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, board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the 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, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, 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 indemnify 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 indemnify 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 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, 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/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 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 / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

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. 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) 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 287.135, 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), 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 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 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:
DRMP, Inc.
941 Lake Baldwin Lane, Suite 100
Orlando, FL 32814
Attn: TJ Lallathin, PE, DBIA

DRMP, Inc.
941 Lake Baldwin Lane, Suite 100
Orlando, FL 32814
Attn: Todd White, 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", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", 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 08th day of October 2026, and DRMP, Inc., signing through its undersigned signatory, duly authorized to execute same.

DRMP, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Zulay Millan

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 452 – Seminole Connector

from S.R. 417 to Red Cleveland Blvd

PROJECT NO. 452-270

IN SEMINOLE COUNTY, FLORIDA

September 12, 2026

Exhibit A SCOPE OF SERVICES

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1. E E A

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 452 Seminole Connector from S.R. 417 to Red Cleveland Blvd. Specifically, the project will consist of designing approximately 1.6 miles of a new limited access expressway with a systems interchange at S.R. 417, bridges at Oak Way, Palm Way, a "viaduct" over the HOA ponds and Pine Way, and a single-point interchange at Lake Mary Blvd. The systems interchange design will include complete design of the ramps to/from the south and preliminary design of ramps to/from the north along S.R. 417. In addition, a mainline AET tolling site will be required along S.R. 452 as well as relocation of the existing Jesup mainline tolling site along S.R. 417 to a point south of the S.R. 452 interchange. The project will tie into Florida's Turnpike Enterprise S.R. 417 to the west and to Seminole County's Red Cleveland Blvd to the east. The project will include signalized intersection and interchange ramps at Lake Mary Blvd and system-to-system interchange ramps to and from the south at S.R. 417.

Additional elements include surveying, right of way mapping, legal descriptions and sketches, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (e.g., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with Florida's Turnpike Enterprise, Seminole County, St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Sanford Airport Authority (SAA), City of Sanford, and the adjacent neighborhood HOAs will be required.

1.

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 452 – Seminole Connector from S.R. 417 to Red Cleveland Blvd.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS plans, final toll facilities plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1. Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1. A D

A. The term of the Agreement to perform the required design services shall be within twenty-four (24) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

C. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

D. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2. A DA D

A. The applicable design and construction standards and policies of CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, CFX's Tolling Standards, CFX's Signalization Standards, CFX's Landscape Details, and CFX's ITS Design Details, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), and Standard Building Code shall be followed throughout the design and construction of the project unless specifically stated otherwise in the project scope or as directed by CFX Director of Engineering. The most recent editions of the applicable standards and policies shall be used except as follows or as otherwise directed by CFX Director of Engineering:

1. The AASHTO Policy on Geometric Design of Highways and Streets (Green Book), 2018 edition, shall be used for this project.

. DE C E A

.1

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2050

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicate which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

.2

A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM 211.15.

E. Right of way limits for ramps is based upon limit of construction plus ten (10) feet.

. E ED B C A

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

.1 D

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource permit application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 452 Seminole Connector from S.R. 417 to Red

Cleveland Blvd. Specifically, the project will consist of designing approximately 1.6 miles of a new limited access expressway with a systems interchange at S.R. 417, bridges at Oak Way, Palm Way, a "viaduct" over the HOA ponds and Pine Way, and a single-point interchange at Lake Mary Blvd. In addition, a mainline AET tolling site will be required along S.R. 452 as well as relocation of the Turnpike's existing Jesup mainline tolling site to a point south of the S.R. 452 interchange. The project will tie into Florida's Turnpike Enterprise S.R. 417 to the west and to Seminole County's Red Cleveland Blvd to the east. The project will include signalized intersection and interchange ramps at Lake Mary Blvd and system-to-system interchange ramps to and from the south at S.R. 417.

Additional elements include surveying, right of way mapping, legal descriptions and sketches, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (e.g., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with Florida's Turnpike Enterprise, Seminole County, St. Johns River Water Management District (SJRWMD), Sanford Airport Authority (SAA), City of Sanford, and the adjacent neighborhood HOAs will be required.

.2 A

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Florida's Turnpike Enterprise, Seminole County, SAA, City of Sanford, USACE, and SJRWMD.

. D

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility. The 452-270 project will develop 15-30% concept line and grade for a full systems interchange at S.R. 417. The Consultant will utilize these plans in the development of the project Preliminary Design Report.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

.

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review

data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Recover and establish Survey Centerline by establishing the tangent lines of existing right-of-way control maps, or in the center of dedicated right-of-way as per subdivision plats, or in the center of the pavement when no right-of-way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's, and at 1000-foot intervals along alignment.

2. Establish and set alignment in the same manner on crossroads and major adjacent alignments.

3. Station all alignments at 100-foot intervals.

4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1,000-foot intervals, along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

E. Topography

1. 3D topographic survey and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross- slopes along the inside travel lane and outside travel lane every 100 feet.

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size, and flow line elevations as needed for design.

G. Underground Utilities

Designate and locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas. Survey the utility information and merge into SurvRD.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way will be required; see Section 4.17.

M. Alignment Control Points

N/A -- To be included with Post Design Services.

N. CFX ITS INFRASTRUCTURE

1. N/A – There is no existing CFX ITS Infrastructure included with this Project.

2. The Consultant shall verify and communicate to CFX any identified conflicts with the existing ITS Infrastructure and the Consultant's ongoing design process including but not limited to Geotechnical investigations.

3. The CFX GSC or GEC will review the plan submittals to ensure that the ITS infrastructure is shown correctly as actually located in the field. The CFX GSC or GEC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

4. SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.

5. Access to CFX's GIS ITS infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.

6. If the designer needs to perform locates on the CFX ITS system at any point in the design process they shall use the Line Management System (LMS). Under no circumstances shall the designer access the tone wire system by entering any manhole and skinning or disconnecting splices within the manhole. A system map and directions for use of the LMS is available on request.

. **Investigation**

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or

pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon receipt of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

. D

A. The Consultant shall prepare the pavement design as appropriate for any local roadways impacted by the project, as well as for all S.R. 417 areas subject to FTE's jurisdiction (mainline, ramps, tolling, etc.).

B. CFX shall provide the recommended pavement designs for the S.R. 452 mainline, ramps, and S.R. 452 mainline toll site(s).

C. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

. A Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences, or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

. **E**

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits. The Consultant shall:

1. Provide all drainage calculations, including pond routing nodal diagrams, for the project.

2. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

3. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

4. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.

5. Determine extent of floodplain impacts, if any, and provide compensatory floodplain storage as required.

6. The Consultant will be expected to provide information for and to attend pre-application meetings, if it is deemed critical by CFX.

. **Utilities**

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

.1 D

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for S.R. 452 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

B. A Typical Section Package will be required for S.R. 417 at the interchange with S.R. 452. The Typical Section Package must be prepared within the first sixty (60) days from N.T.P. and submitted for review and approval by CFX and Florida's Turnpike Enterprise.

C. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition.

D. A Lane Closure Memorandum (LCA) will be prepared for S.R. 417 and will be submitted for review and approval by CFX and Florida's Turnpike Enterprise.

E. A Tolling Detour Analysis Memorandum (TDAM) will be prepared for S.R. 417 and will be submitted for review and approval by CFX and Florida's Turnpike Enterprise.

.11 D

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration and foundation pile type.

B. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

C. The Consultant shall assist in obtaining structures numbers for the bridges over S.R. 417, Oak Way, Palm Way, Pine Way/Viaduct, and Lake Mary Blvd.

D. Category 2 structures will require Independent Peer Review (IPR) by CFX's designated IPR Consultant.

1. If requested by Florida's Turnpike Enterprise, an IPR by FDOT (Central Office and/or Florida's Turnpike Enterprise) will be required.

2. Additional IPR efforts beyond those required by CFX's designated IPR Consultant shall be included as part of a Supplemental Agreement.

E. Wrap-Around MSE walls are assumed at each end of each new bridge within the project limits.

.12 D D

A. As part of the drainage design requirements, the Consultant shall:

1. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for all ponds that will be included with the project.

3. Have its Chief Drainage Engineer available for the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems, when applicable.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Identify in the Preliminary Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

8. Perform a review of existing permits within the project vicinity and make recommendations/determine effect.

9. Review geotechnical borings, groundwater data, and SHWT determinations within the project limits. Perform a base clearance analysis comparing the proposed roadway subgrade to the SHWT elevation. Calculate and tabulate base clearance at regular intervals and identify locations where clearance does not meet minimum requirements. For these locations, coordinate corrective measures consistent with constructability and long-term performance.

10. Stormwater Quantity – Develop Pre- and Post-Development Stormwater Models using applicable design storms. Stormwater Management Facilities shall be designed to account for the Ultimate roadway typical section, including peak stages and discharge rates .

11. Stormwater Quality – Provide water quality calculations to account for the Ultimate roadway typical section.

12. Perform open and closed drainage conveyance system modeling. Consideration shall be given to Ultimate roadway typical section runoff when sizing the trunkline and when spacing inlets in areas of high embankment and superelevation.

13. Floodplain impact and compensation analyses (N/A): If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

14. Design cross drains for CFX/FDOT criteria. Provide hydrologic and hydraulic analyses using HY-8 or approved software. Include scour/erosion protection where applicable.

15. Perform a hydroplaning analysis for the proposed typical section and at any critical locations.

16. Provide Erosion and sediment control exhibits meeting WMD requirements.

17. Prepare supporting documentation demonstrating compliance with:

    a. CFX Design Guidelines

    b. FDOT Drainage Manual

    c. SJRWMD ERP Criteria

    d. Applicable Basin Management Action Plan (BMAP)

18. Coordinate drainage conflicts with utilities, ITS, tolling infrastructure, lighting and structures

.1 Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Lighting along S.R. 417 shall be in accordance with Florida's Turnpike Enterprise design criteria and preferences.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant shall analyze the "light spill" and "light trespass" photometrics for all proposed median-mounted roadway lighting luminaires and provide recommended mitigation strategies as part of the Lighting Design Analysis Report.

D. Plan sheet scale shall be at 1"=50' scale.

.1 Traffic E

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4. The Consultant shall prepare all Lane Closure Analysis and Detour Tolls Analysis Memos required by Florida's Turnpike Enterprise for work along S.R. 417.

.1

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

.1 Signalization

A. For the ramp terminals at Lake Mary Blvd, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

C. Provide interconnect and coordinated signal timings between the adjacent existing signalized intersections along Lake Mary Blvd. Coordination with Seminole County will be required.

.1 D

A. The Consultant shall prepare right-of-way maps (1"=100') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). These maps will show all parcels and matters of record

reflected in the title searches furnished by CFX such as easements, title information, names of owners, bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining were within close proximity. Where a full or partial taking of a parcel is required, a legal description (metes and bounds) will be required for affected parcels, including the actual area of taking and/or remainder.

B. The Consultant shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Consultant shall prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.

C. Right-of-way maps shall identify limited-access right-of-way, roadway right-of-way, excess right-of-way, drainage easements, and maintenance easements, borrow pit right-of-way, temporary construction easements, and slope easements, and legal descriptions for each, as applicable.

D. It is intended that these plans and legal documents will be used directly by CFX for the acquisition of property and must therefore be adequate for this purpose. CFX will provide the title searches necessary to prepare the right-of-way maps. The Consultant will review all data supplied by CFX, including reviewing latest deed of record. Any additional information necessary to complete the right-of-way maps such as field surveys and the determination of the required area of taking will be secured by the Consultant.

E. The Consultant may be requested to testify in court in condemnation proceedings.

.1 C Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

.1 Specifications

A. The Consultant shall submit the Special Provision Checklist at the 100%, Pre-Bid, and Bid Submittals. The Consultant shall prepare and submit at the 90%, 100%, Pre-Bid, and Bid Submittals, special (project specific) Special Provisions and Technical Special Provisions for items, details, and procedures not adequately covered by CFX's Technical Specifications.

.2 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1" = 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the fiber optic network into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. The Consultant is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Intelligent Transportation System plans shall include at a minimum the following:

    a. Roadway geometry

    b. Rights-of-Way

    c. Existing utilities within the right-of-way including CFX's ITS Infrastructure

    d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)

    e. Manhole/Pull box locations and stub-out details (standard details provided)

    f. Device layout

    g. Device installation details

    h. Conduit installation details (standard details provided)

    i. Fiber optic cable route marker detail (standard details provided)

    j. Fiber count per conduit

    k. Communications interconnect and fiber optic splicing details

    l. Connectivity with the FON backbone conduits

    m. Controller cabinet, structure, and foundation details for proposed CFX device sites.

    n. Electrical service assembly details and wiring diagrams (including power monitoring equipment) for the ITS load centers.

    o. Local hub electrical service assembly details

p. Power interconnect, voltage drop calculations to support conductor size and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The Consultant shall design the electrical system around a Single-Phase system. All CFX load centers shall be located within CFX R/W.

q. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit. Additionally, the Design Methodology Report shall include short circuit current analysis, selective utility coordination, and arc flash hazard assessment for each new or modified service.

r. Grounding

s. Tabulation of quantities

t. Special notes

u. Maintenance of fiber operations (protection of existing ITS infrastructure through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

v. All existing and proposed ITS infrastructure to be included and shown with roadway cross sections and drainage cross sections

w. Design power infrastructure that follows CFX ITS Standards. Design 2-2” power conduits to each proposed ITS device site. The Consultant shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not

be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX. ITS Load Centers shall be located within CFX R/W.

x. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.

y. Not Used.

z. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, roadway under the flyovers, etc.) of the new roadway.

aa. Installation of data collection sensor (DCS) sites for all exit ramps (including interchange to interchange ramps) and dynamic message signs (DMSs) signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

bb. Not used.

cc. Installation of traffic monitoring sites (TMS) sites for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.

dd. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.

ee. Install new Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Consultant for use within their plans. Install new WWDS at the following off-ramps:

    - EB Off-Ramp at Lake Mary Blvd

ff. Not used.

3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. The electronic/software files used to perform the electrical calculations shall also be submitted with this report. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

    a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)

    b. Short Circuit Current Analysis and Arc Flash Hazard Analysis at all new and modified ITS Load Center locations

    c. Typical Cabinet Load requirements

    d. Utility Coordination Documentation with Power Service Providers

4. The Consultant shall take the following information into consideration when developing the site construction plans:

    a. Minimize utility conflicts and adjustments.

    b. Minimize traffic impact.

    c. Accessibility and ease of equipment maintenance.

    d. Safety of equipment maintenance personnel and the traveling public

    e. Not used.

    f. Environmental conditions.

    g. Concurrent/future CFX projects.

    h. Not used.

    i. Not used.

    j. Location of proposed sound walls

    k. The Consultant shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. All sites shall be reviewed by the Consultant and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Consultant shall take into account sound wall locations which may block access to the ITS

infrastructure. It is the Consultant's responsibility to provide access at all locations.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, toll gantries, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

C. Maintenance of ITS Infrastructure

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS device and network.

5. The Consultant shall provide a Table of Existing ITS Devices which identifies all existing ITS infrastructure within the project limits and clarifies who is responsible for the maintenance responsibilities for each device throughout the project.

.21

A. This scope includes a new S.R. 452 mainline All-Electronic Tolling (AET) site, with one gantry in each direction east of Palm Way.

B. This scope includes the relocation of the Lake Jesup Main Plaza to a location approved by Florida's Turnpike Enterprise, demolition of the existing plaza infrastructure, and new maintenance/official-use-only access to/from the existing Administration Building, which is to remain.

C. The Consultant shall provide, within the first ninety (90) days from N.T.P., a Toll Siting Memo for review and approval by Florida's Turnpike Enterprise. The Toll Siting Memo shall address the relocation of the Lake Jesup Main Tolling Site to the south of its existing location to accommodate the proposed S.R. 452 Ramps C and D.

.22 D

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to

facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall review Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in review of the Record Drawings.

. A E A ED B C DE EE

.1 D

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization, and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

.2 Traffic D

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

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A. Utility designates for the CFX ITS infrastructure and roadway lighting within CFX right-of-way.

. E ED B C DE EE

.1 Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way maps, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

.2 Utility A

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

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A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

. Contracts and Specifications

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

. D

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

. E

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

. C D

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide proposed sound wall locations, if applicable.

C. CFX will provide conceptual aesthetics design and treatments for structures.

. AD A

.1 C E A

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

.2 C

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and Supplemental Agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress, and key milestone submittal dates.

. C

A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish, and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

. C

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

.

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

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A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

. **C**

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

. **C**

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected, and back checked. All plans, calculations, and documents

submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached, and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

. C

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

.1

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

.11 A

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

.12 D Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed, and signed by the Consultant and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the summary of quantities sheet or cross sections.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations, emails, or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of

power company service point, and any other power company requirements.

.1 Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

E. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files used in the preparation of the plans and right-of-way mapping, with all plan phase submittals.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary survey control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical survey control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1,000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed digital level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project

Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

.1 Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

F. 3.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

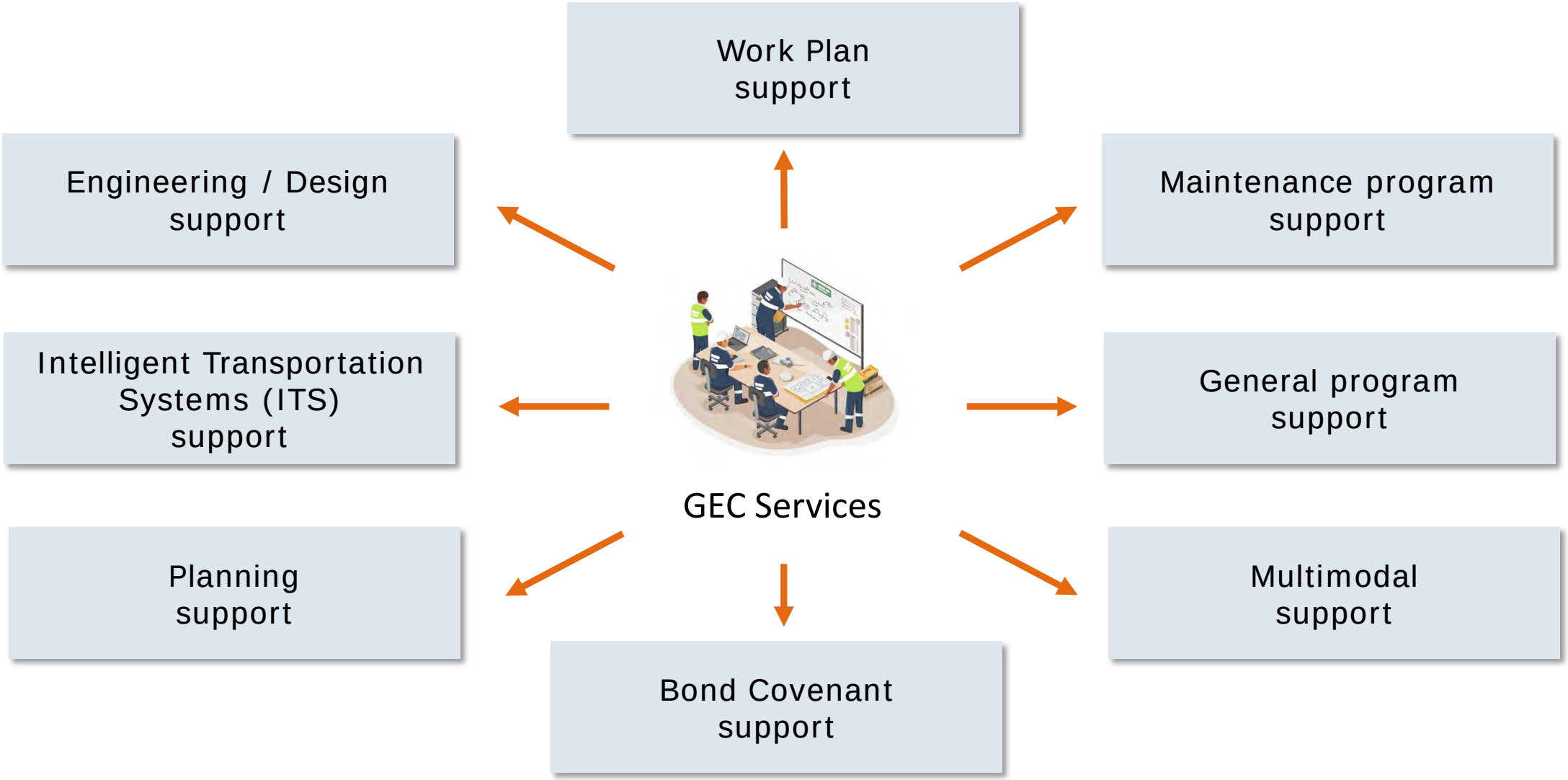


General Engineering Consultant (GEC) Contract Award

Glenn Pressimone, PE | Chief of Infrastructure

October 8, 2026

General Engineering Consultant (GEC): Role and Services



Meeting Regional Needs

Work Plan: FY2027 – FY2031

$4.46 Billion
in investments
CFX's five-county jurisdiction

4 Main Categories

- $ 2.84B Major expansion projects
- $408.3M Capacity improvements
- $313.3M Major interchange projects
- $310.6M Resurfacing projects

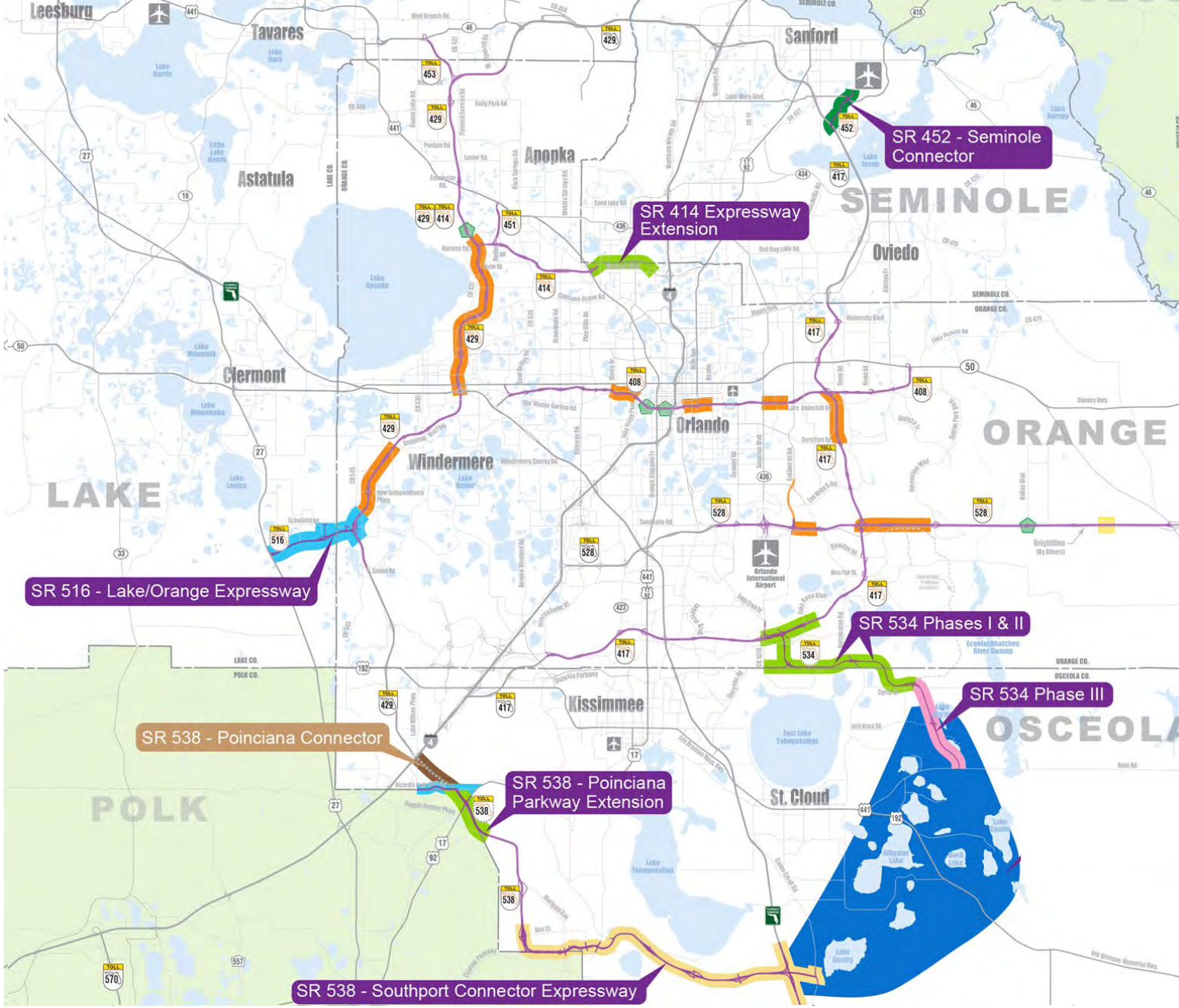
A Growing System Since 2016



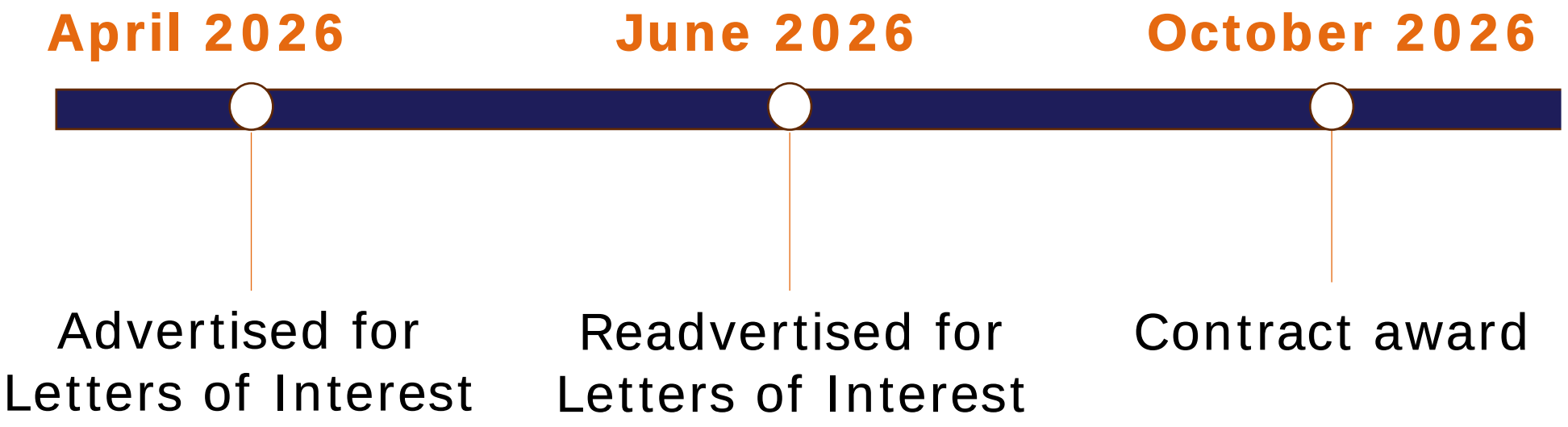
Growing More by 2032

25 additional centerline miles

CFX's five-county jurisdiction



Selection Timeline



Recommended Motion

Award of the contract to Dewberry Engineers, Inc. for general engineering consultant services in the amount of $65,500,000.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

DEWBERRY ENGINEERS INC.

GENERAL ENGINEERING CONSULTANT

CONTRACT NO. SCON-10000468

CONTRACT AMOUNT: $65,500,000.00

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

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

FOR

GENERAL ENGINEERING CONSULTANT

CONTRACT NO. SCON-10000468

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Section	Title
AG	Agreement
A	Exhibit “A”, Scope of Services
B	Exhibit “B”, Method of Compensation
C	Exhibit “C”, Details of Cost and Fees
D	Exhibit “D”, Project Organization Chart
E	Exhibit “E”, Potential Conflict Form
F	Exhibit “F”, Section 19.8 Florida Vendor Eligibility Provision Forms
G	Exhibit “G”, Key Personnel and Minimum Experience Requirement

CONTRACT NO. SCON-10000468

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DEWBERRY ENGINEERS INC.

regarding

GENERAL ENGINEERING CONSULTANT SERVICES

THIS CONTRACT (**"Contract" or "Agreement"**) 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 **DEWBERRY ENGINEERS 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 800 North Magnolia Avenue, Suite 1000, Orlando, FL 32803, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Consultant may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

WITNESSETH:

WHEREAS, CFX was established and created pursuant to Florida Statutes, Sections 348.751 – 348.765, 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 Florida Statutes, Section 348.754(2)(m), "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 CONSULTANT to perform General Engineering Consulting Services under Contract No. SCON-10000468, and related tasks as may be assigned to CONSULTANT by CFX; and

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. CFX PROJECT MANAGER

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure 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 certain design consultant project management services for projects as identified by CFX identified as Contract No. SCON-10000468.

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 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.

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.

The work covered by this Agreement as described in **Exhibit "A,"** includes any Supplemental Agreement thereto.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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 five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five 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. 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 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," issued by the Project Manager, 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:

AECOM Technical Services, Inc.
Ardaman & Associates, Inc.
Base Consultants, Inc.
Element Engineering Group, LLC
Environmental Transportation Planning, LLC
Florida Acquisition & Appraisal, Inc.
Geodata Consultants, Inc.
Kittleson & Associates, Inc.
LJA Engineering, Inc.
Metric Engineering LLC
Michael Baker International, Inc.
Moffatt & Nichol, Inc.
Nadic Engineering Services Incorporated
Quality Counts LLC
Southeastern Surveying & Mapping Corporation
Terracon Consultants, Inc.
Tierra, Inc.
Vanasse Hangen Brustlin, 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 CFX's 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 Sub-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 not-to-exceed amount of $65,500,000.00 for the initial five-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 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 800 North Magnolia Avenue, Suite 1000, Orlando, FL 32803.

Notwithstanding Section 16, 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 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.

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, board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the 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, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, 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 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 indemnify 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 indemnify 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 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 or policies 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 or policies, 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/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 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 / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

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. 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) 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), 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 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 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: Dewberry Engineers Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
Attn: Keith Jackson, PE

Dewberry Engineers Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803
Attn: Dave Mahoney, 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
Exhibit “F”, Section 19.8 Florida Vendor Eligibility Provision Forms
Exhibit “G”, Key Personnel and Minimum Experience Requirements

[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 8th day of October, 2026, and Dewberry Engineers Inc., signing through its undersigned signatory, duly authorized to execute same.

DEWBERRY ENGINEERS INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Zulay Millan

Approved as to form and execution, only.

_____
Outside Counsel for CFX

Print Name: Sherry G. Sutphen

Exhibit "A"

SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

1 SERVICES

CONSULTANT shall perform the General Engineering Consultant services as requested by CFX, from time to time, throughout the Term of the Agreement or any extension thereof. Such services shall include but are not limited to the following:

1.1 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. The CONSULTANT shall provide the following services which include but are not 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.

1.2 ENGINEERING/DESIGN SUPPORT

- Provide project management services.
- Review construction plans.
- Maintain and provide annual updates for the CFX Design Details and Specifications.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services (project schedules for design and construction).

- Prepare the monthly Capacity Performance Report
- 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, wrong way driving annual report (including monthly monitoring), 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 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.
- Provide right-of-way acquisition experts (appraisers, land planners, wetland specialists, etc.).
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Manage submittals of as-bid and as-built load rating documentation to FDOT.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Provide tolling infrastructure services.
- Provide construction support services.
- Attend meetings and site visits as required to carry out the above services.

1.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SUPPORT

- 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)
- Provide construction cost estimates.
- Prepare project concept plans and reports as requested.
- Provide Fiber Optic Network (FON) support for the planning, design, construction, operations and maintenance of the FON including all physical and network layers of the system.
- Provide engineering support to assist CFX's ITS and Photovoltaic (PV) Maintenance Programs with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide Software and Database support for SunGuide, CFX Data Server and any additional ITS software identified during the contract.
- Maintain a systemwide ITS, FON and PV inventory.
- Provide engineering support for the maintenance and replacement of devices.
- Management and invoice review of CFX's ITS Maintenance Contractor, FON Maintenance Contractor, PV Maintenance Contractor, and Maintenance Support for the Data Server Consultant.
- Provide procurement support for the ITS and PV programs.
- Advise CFX on Connected Vehicle, Automated Vehicle, Artificial Intelligence, Big Data and other technology topics.
- Assist staff in developing strategic plans, future policy, guidelines and pilot initiatives related to Transportation Technology.
- Attend meetings and site visits as required to carry out the above services.

1.4 PLANNING SUPPORT

- Provide project management services.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- 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.
- Provide Geographic Information System (GIS) services and support, including ITS related infrastructure.
- Attend meetings and site visits as required to carry out the above services.

1.5 MAINTENANCE PROGRAM SUPPORT

- 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.
- Maintain a systemwide roadway and facilities lighting inventory and provide engineering support for the maintenance and replacement of lighting.
- Support development, maintenance, and validation of asset inventories, GIS data, and maintenance management systems.
- Perform asset condition assessments and lifecycle evaluations of maintained infrastructure.
- Conduct field investigations, site visits, condition assessments, and technical evaluations as necessary to support maintenance activities.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Perform nighttime roadway lighting inspections and reviews.
- Perform Independent Assurance (IA) of completed maintenance work.
- Support the Right-of-Entry (ROE) permit and Utility permit program.
- Perform reviews of adjacent development projects.
- Support administration of maintenance contracts.
- Review maintenance plans and maps.
- Attend meetings and site visits as required to carry out the above services.

1.6 GENERAL PROGRAM SUPPORT

- 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).
- Provide contractor / consultant invoice review services and support.
- Attend meetings as required to carry out the above services.

1.7 WORK PLAN SUPPORT

Pertaining to the development and implementation of the current and future Five-Year Work Plan projects:

- Provide project management services.
- Review construction plans.
- Professional services contract support.
- Landscaping support.
- Transportation technology support.
- Facilities support.
- Plans review for technical and specialty areas.
- Review utility plans, utility work schedules, utility agreements, and utility coordination.
- Environmental permitting support.
- Right-of-way project management
- Right-of-way acquisition experts (appraisers, land planners, wetland specialists, etc.).
- Construction support.
- Design services.
- Survey and mapping support.
- GIS support.

- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

1.8 MULTIMODAL/TRANSIT SUPPORT

Pertaining to 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

2 OTHER SERVICES

2.1 Professional Services. As requested by CFX, CONSULTANT shall provide 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 Agreement to supplement or replace the services being provided to CFX by other consultants.

2.2 Legal Support Services. It is agreed that CONSULTANT possesses technical, operational, and institutional knowledge concerning CFX's projects and activities. As such, CFX may request that CONSULTANT provide technical and professional support to the General Counsel and other legal counsel retained by CFX in connection with claims analysis, disputes, litigation, administrative proceedings, procurements, right-of-way matters, acquisitions, project development, planning, design, construction, operations and other legal matters affecting CFX, In performing such legal support services, CONSULTANT shall serve as CFX's technical advisor and may assist legal counsel in evaluating technical, operational, engineering, scheduling, cost, and other related matters for purposes of rendering legal advice and legal representation to CFX. To that end, CONSULTANT may receive, review, prepare, analyze, discuss, or maintain confidential communications, documents, analyses, reports, recommendations, and other materials relating to legal matters affecting CFX. CONSULTANT acknowledges that such materials may be subject to applicable privileges, immunities, protections, or exemptions from disclosure. CONSULTANT agrees to maintain the confidentiality of such materials, shall not disclose them except as authorized by CFX or as otherwise required by law, and shall take reasonable measures to preserve the confidentiality of the same. CONSULTANT agrees to reasonably cooperate with CFX and its legal counsel in protecting any applicable confidentiality, privilege, immunity, work-product protection, or other legal protection associated with any materials received in providing legal support services to CFX.

F. 4.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Florida Transportation Commission FY 2025 Report

Lisa Lumbard| Chief Financial Officer

October 8, 2026

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 expressway, bridge and regional transportation authorities



Mission

FLORIDA TRANSPORTATION COMMISSION

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.



FTC Board Members

FLORIDA TRANSPORTATION COMMISSION



Ronald Howse, PE
Chairman
Cocoa



David B. Genson, PE
Vice-Chairman
Naples



John Browning, Jr.
East Palatka



John Good
Winter Park



Barbara Haselden
St. Petersburg



Alex Lastra
Miami



Hung Mai
Tampa



Thomas C. Nash, II
Clearwater



Rusty Roberts
Longwood

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

FY2025 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

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

Small Business Participation

- Small Business Participation

FY2025 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

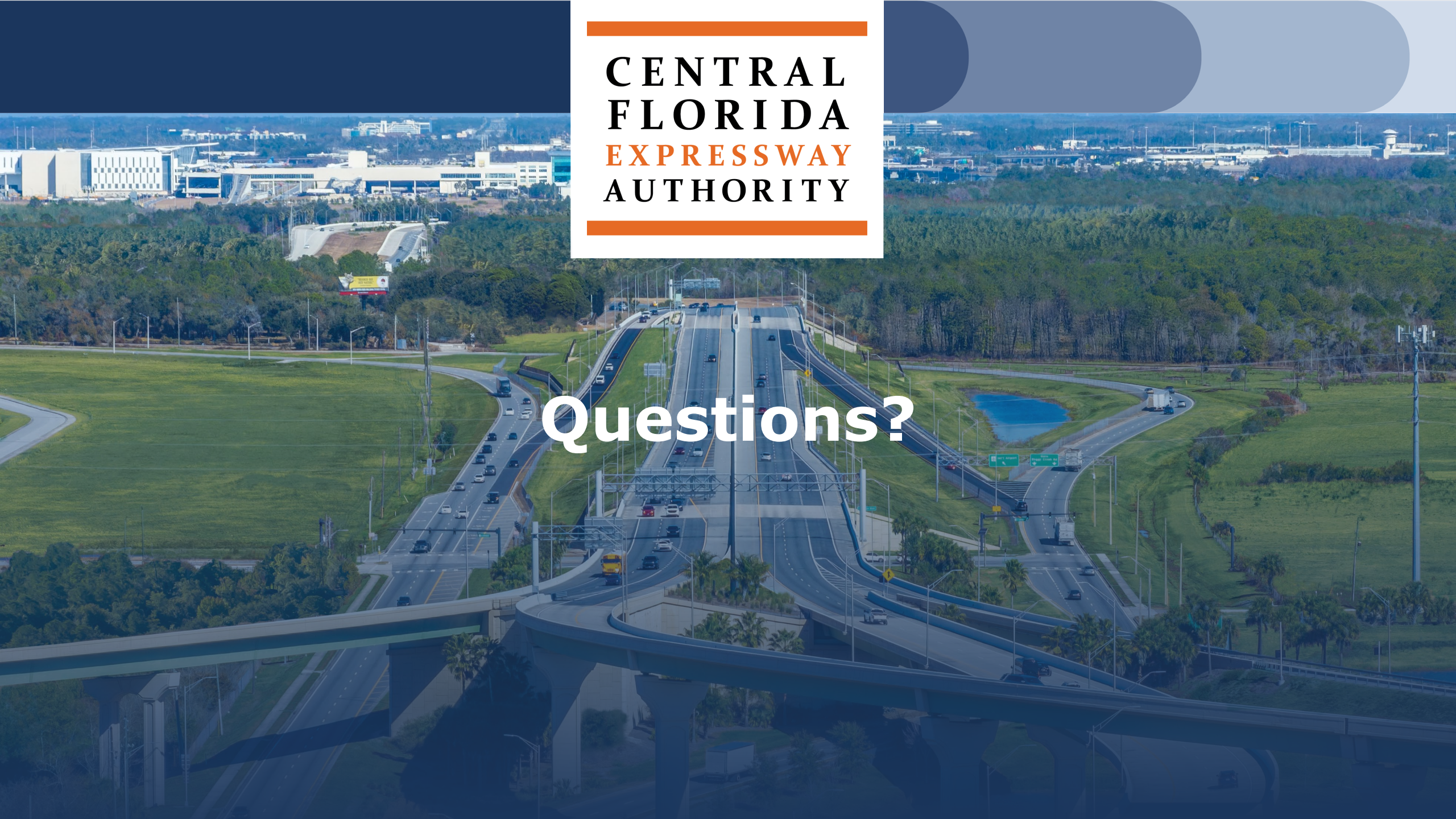
FY2025 Highlights

Toll Revenues:
FY2025 – 6% increase
(vs. FY2024)

Operating Income:
FY2025 - $580,844,000
(an increase of 7% vs. FY2024)

Bond Ratings:
Moody's A1
S&P Global AA -
Fitch A+

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Questions?

Tolling Authorities Monitoring and Oversight Report

Tolling Authority Report

MEETING DRAFT August 2026

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.

Commissioners

Chairman Ron Howse, P.E., PSM
Cocoa

Vice Chairman David Genson, P.E.
Naples

John Browning
East Palatka

John C. Good
Winter Park

Barbara Haselden
St. Petersburg

Alex Lastra
Miami

Hung Mai, P.E.
Tampa

Thomas C. Nash, P.E.
Clearwater

Russell "Rusty" Roberts
Longwood

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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

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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.

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Tolling Authorities under Commission Oversight

Central Florida Expressway Authority (CFX) 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.

Florida's Turnpike System (Turnpike) The 515-mile Turnpike System includes the Mainline and eleven 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). The Enterprise manages the Turnpike System and oversees toll operations for Department-owned toll facilities (Alligator Alley, Pinellas Bayway System, Sunshine Skyway Bridge, Wekiva Parkway, Gateway Expressway, I-4 Express, I-75 Express, I-95 Express, I-295 Express, I-595 Express, and I-275 Express, and Department-operated (Mid-Bay Bridge/Spence Parkway) toll facilities in the State.

Greater Miami Expressway Agency owns, operates, and maintains five tolled expressways constituting approximately 34 centerline-miles and 241 lane-miles of roadway in Miami-Dade County. The five tolling 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 17-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.

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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 Tolling Authority Performance Measures 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 Tolling Authorities Performance Measures Review Working Group in their re-examination of existing performance measures, operating indicators and other reported activities for the authorities listed above. 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.

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Currently, there are 15 performance measures and objectives adopted by the Commission for tolling authorities. It is important to note that, while some performance measures and objectives are applicable to all tolling authorities, others apply only to specific tolling authorities. These measures set standards for the efficient and effective operation, maintenance, and management of the tolling 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 three fiscal years. An overview of the performance measures and operating indicators are presented in figures 1 and 2 on the following pages. The five-year accounting of the operating indicator data 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.

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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 Travel	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

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2025 Legislative Overview*

Senate Bill 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 included:

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.

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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 contained the following transportation–related provisions that:

- Allowed off-highway vehicles on beaches for rental equipment removal, if locally approved.
- Mandated counties to report use of transportation surtax revenues to the Office of Economic and Demographic Research.
- Established administrative procedures for school bus infraction detection systems.
- Granted local governments authority to regulate and educate on micromobility and electric bicycle use.
- Prohibited creation of excessive wake when driving through flooded streets.
- Required issuance of expectant mother parking permits for disabled parking spaces.
- Prohibited airports from charging new landing fees for academic flight training.
- Allowed public-use airports to join the federal Airport Investment Partnership Program and receive state funds.
- Authorized FDOT to use eminent domain to preserve future corridor improvements.
- Established a Sarasota Manatee Airport pilot program for permitting alternatives (ends 2028).
- Provided $5M/year through FY 2029-30 for workforce development in heavy civil construction.
- Revised FDOT project rules: contract waivers, design-build updates, insurance, and dispute arbitration.
- Required MPOs and FDOT to coordinate on planning, performance metrics, and modernization efforts.
- Prohibited the creation of new MPOs in areas contiguous to existing ones.

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- Mandated FDOT to implement a Next-gen Traffic Signal Modernization Program.
- Required 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:

- Modified the process and funding responsibilities for relocating communications facilities located in public rights-of-way.
- Required communications service providers to submit an estimated schedule and project cost for relocating facilities within FDOT or other specified state-owned rights-of-way.
- Required the Florida Department of Transportation (FDOT) to participate in the costs of relocation when occurring on its right-of-way.
- Established the Utility Relocation Reimbursement Grant Program within the Department of Commerce to reimburse providers for relocation work requested by county and municipal governments.
- Redirected 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:

- Established the International Aerospace Innovation Fund (IAIF), administered by Space Florida to accelerate global aerospace innovation via collaborative R&D, workforce development, and commercialization.
- Required Space Florida to develop partnerships between Florida-based and international aerospace companies.
- Aimed 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.
- Provided that funding for IAIF can come from state, private sector, or international sources.
- Required a panel of experts to evaluate and recommend projects through a competitive, merit-based process.
- Authorized 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.

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Key Tax Policy Changes Related to Transportation and Fuel

- Repealed the aviation fuel tax effective January 1, 2026.
- Delayed the imposition of the tax on natural gas fuel from January 1, 2026, to January 1, 2030.
- Revised distributions from documentary stamp tax revenues and reduces the overall amount distributed to the State Transportation Trust Fund.

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*This listing is not intended to be all-inclusive. Rather it is reflective of relevant legislation and bill summaries.

TOLLING AUTHORITIES

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Tolling 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 Tolling 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 2025
- Operating Indicator Results for FY 2023-2025

A summary of the performance measures results is provided in Figure 3: *Tolling Authorities Performance Measures Results FY 2025*. The individual reports for the Tolling Authorities are presented in the following pages, beginning with the Central Florida Expressway Authority (CFX).

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Figure 3

Tolling Authorities Performance Measure Results Summary- FY 2025

Central Florida Expressway Authority (CFX) met 14 of the 15 performance measure objectives. The measure not met was:

1. Revenue Variance

Florida's Turnpike Enterprise (Enterprise) met 14 of the 15 performance measure objectives. The measures not met were:

1. Consultant Contract Management

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. Revenue Variance
4. Construction Contract Adjustments-Time

Mid-Bay Bridge Authority (MBBA) met 7 of the 9 applicable performance measure objectives. The measures not met were:

1. Bridge Condition Rating
2. Revenue Variance

Tampa-Hillsborough County Expressway Authority (THEA) met 11 of the 13 applicable performance measure objectives. The measures not met were:

1. Revenue Variance
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, 2025, 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, 2025

Name	Affiliation	Position
Christopher “C.J.” Maier	Governor's Appointee	Chairman
Buddy Dyer	City of Orlando Mayor	Vice Chairman
Andria Herr	Seminole County Commissioner	Treasurer
Katie Delaney	Brevard County Commissioner	Board Member
Sean Parks	Lake County Commissioner	Board Member
Jerry Demings	Orange County Mayor	Board Member
Christine Moore	Orange County Commissioner	Board Member
Brandon Arrington	Osceola 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.

In FY 2025, CFX advanced four projects across Southern Orange and Northern Osceola counties, two of the fastest-growing areas in the region. These projects progressed through various stages of the project development process, including Project Development & Environment (PD&E) studies, design, and right-of-way acquisition. Together, these projects will form Central Florida's Southern Beltway, a critical more than 55-mile regional corridor designed to support long-term mobility and economic growth. This phased approach allows CFX to coordinate planning and implementation to meet future transportation needs.

SR 538 Poinciana Parkway Extension: CFX continued design on extending Poinciana Parkway an additional 3.1 miles to improve connectivity and connect to CR 532. Poinciana continues to be one of the fastest-growing communities in Osceola County, with limited access into and out of the area. Ahead of the extension, CFX, in partnership with Osceola County, finalized design plans for CR 532 to increase capacity between the expressway extension and I-4. These investments by CFX in Poinciana's local and regional infrastructure also support the Florida Department of Transportation's (FDOT) Moving I-4 Forward Initiative.

Southport Connector (SR 538) PD&E: The project team neared completion of the Southport Connector (SR 538) PD&E study, which evaluates a proposed 15-mile expressway from Poinciana Parkway to Florida's Turnpike. CFX initiated the study in 2020 to evaluate how to improve local and regional mobility, provide additional travel options for longer-distance trips, and enhance emergency response and evacuation. The study was on track for completion in December 2025.

Northeast Connector (SR 515) PD&E: CFX continued 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. CFX narrowed down alternatives based on a series of public meetings and workshops in FY 2025.

SR 534: In FY 2025, CFX began designing the 14-mile expressway, which will be constructed in three phases and provide relief to local roadways. State Road 534 will serve the current and future

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growth at Orlando International Airport (MCO), Lake Nona, and Sunbridge, connecting to CFX's existing system at State Road 417 near the southern end of MCO and extending to Nova Road in Osceola County. The project's alignment is based on years of planning and stakeholder input to balance regional growth and environmental considerations. CFX continues to work closely with state, regional, and local environmental agencies to minimize impacts while improving regional connectivity and supporting long-term mobility needs.

Regarding expansion of the network, major projects have progressed in other areas of CFX's five-county jurisdiction to build upon the agency's existing 125 centerline mile network.

SR 417 Sanford Airport Connector PD&E: In FY 2025, the CFX study team narrowed down alternatives for the SR 417 Sanford Airport Connector, a proposed two-mile expressway in Seminole County. The project is intended to meet current and future travel demand driven by continued growth at the Orlando Sanford International Airport, new residential developments in the region, and the county's plans for an additional indoor sports complex to support sports tourism. The expressway would provide local relief to the area's primary arterials and enhance mobility for the surrounding community.

SR 408 Widening Projects: CFX finalized design for improvement projects on SR 408 between Tampa Avenue and the I-4 interchange, ahead of construction starting in FY 2026. The projects add an additional eastbound travel lane, reconstruct the SR 408/Tampa Avenue interchange near Camping World Stadium, and realign ramps connecting local streets to the expressway.

SR 516 Lake/Orange Expressway: CFX continued construction on SR 516 Lake/Orange Expressway, which will be the agency's most innovative 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. The project will allow CFX to evolve its building techniques and practices to account for emerging technologies. The first segment is expected to open to drivers in mid-2027.

SR 528 Widening: CFX finalized design and moved into construction on SR 528 near Orlando International Airport between Goldenrod Road and State Road 417. The project increases capacity along the expressway by adding lanes, reconstructing ramps, and improving key interchanges to support growing travel demand in this area. Once complete, these improvements will enhance access to Orlando International Airport, improve regional connectivity, and relieve congestion on surrounding roadways.

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Operational Excellence Through Technology

Flex Lanes: CFX activated the initial segments of its Flex Lanes program as part of completed capacity improvements along State Road 417 and State Road 429. The Flex Lanes program is a traffic management strategy that utilizes a widened median shoulder and dynamic overhead lane control signals to indicate when the lane is open or closed, allowing use during incidents to help maintain traffic flow and improve safety. These initial deployments established the operational framework for the program, with full activation of approximately 35 miles of Flex Lanes completed in FY 2026. The program has since received regional and national recognition for the program that balances safety and capacity.

All Electronic Tolling (AET) Conversion: FY 2025 marked the 30-year milestone of E PASS, which has played a central role in advancing toll collection from traditional methods to predominantly electronic transactions, accounting for more than 98% of tolls collected across the system. This long-term shift positioned CFX to advance its systemwide implementation of all-electronic tolling (AET). During FY 2025, CFX initiated the transition through a phased approach that included removing automatic cash machines from mainline and ramp plazas and ending overnight, manned cash collection operations. The conversion of 100 percent of the CFX system to AET was completed in early FY 2026.

Desk Trooper Pilot Program: CFX and the Florida Highway Patrol (FHP) expanded their partnership with the launch of the Desk Trooper pilot program in late FY 2025. Using cloud-based technology, troopers can virtually connect with drivers involved in minor crashes to view the scene, interview those involved, and complete documentation. The pilot was implemented across CFX's five-county service area and made available statewide. The program, recognized by Florida TaxWatch, has reduced crash clearance times to an average of approximately 24 minutes, compared to hours had a person waited for a trooper to arrive on scene.

Financial Highlights

- CFX continued to deliver solid top-line performance, with toll revenues increasing 6% in fiscal year 2025 following a strong 12% increase in fiscal year 2024.
- Operating income totaled $580,844,000 in fiscal year 2025, up 7%, compared with $540,776,000 in fiscal year 2024, which was up 15% from the prior year.
- CFX's strong credit profile was further validated during the year as S&P Global Ratings upgraded the agency's bond rating to AA-. Moody's Investors Service also signaled added confidence in CFX's financial position by revising its outlook to positive from stable while reaffirming the A1 rating, and Fitch Ratings reaffirmed its A+ rating.

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Table 2
Central Florida Expressway Authority
Toll Authority Performance Measures Scorecard

Fiscal Year 2025

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 0.405.	**0.223**
	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	**95%**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**100%**
	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	**11.8%**
	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	**92.7%**
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.)	**20**
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	**-17.1%**
	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.	**18.2%**

Note: Performance Measures are not applicable when there is no data.

Table 3 Central Florida Expressway Authority Toll Authority Operating Indicators				
Fiscal Year 2025				
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**	**Actual 2025 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	2.70	3.05	2.92
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	2.70	3.05	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")	Stable	Stable	Positive
Toll System Safety				
Safety of the Authority/Expressway	Number of wrong-way driving dectections	444	421	413
Value of Transportation Assets				
Value of Transportation Assets (In Millions)	Land Acquisition	$996.00	$1,093.00	$1,115.02
	Infrastructure Assets	$3,995.60	$4,353.10	$4,368.00
	Construction in Progress	$949.10	$957.00	$1,270.00
	Total Value of Transportation Assets	**$5,940.70**	**$6,403.10**	**$6,753.02**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$24.20	$16.40	$7.60
	Routine Maintenance of Infrastructure (In Millions)	$21.90	$24.00	$27.00
	Total Preservation Costs	**$46.10**	**$40.40**	**$34.60**
	MRP Characteristic-Signing--Condition rating of at least 90	91	96	94
	MRP Characteristic-Striping--Condition rating of at least 95	95	97	97
	MRP Characteristic-Guardrail--Condition rating of at least 80	89	92	93
	MRP Characteristic-Lighting--Condition rating of at least 85	94	91	97
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.15	$0.15	$0.15
	Percent of toll transactions via Pay-by-Plate (PBP) - Total number of PBP transactions / Total number of transactions	7.3%	8.5%	10.0%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	90.3%	89.8%	88.5%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	8.4%	7.9%	8.8%
	Actual Revenue without Recovery of Fines/Fees	9.6%	9.1%	10.2%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	16.4%	15.8%	15.9%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	47.4%	50.0%	51.9%
	Routine Maintenance Expense Relative to Operating Expense	12.4%	13.3%	15.3%
	Administrative Expense Relative to Operating Expense	6.2%	7.4%	6.9%
	Operating Expense Relative to Operating Revenue	27.3%	25.0%	23.6%

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Florida's Turnpike Enterprise

Background

Florida's Turnpike Enterprise (Enterprise), a separate budget entity within the Florida Department of Transportation (Department), owns and operates the Florida Turnpike System (System, Turnpike System) and oversees toll operations for thirteen additional Department owned or operated toll facilities. With its headquarters at the Turkey Lake complex, the Enterprise is supported by the Boca Raton Toll Operations Center, the Pompano and Suncoast Operations Centers, eight walk-in customer service centers, and eight service plazas located along 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. In fiscal year 2003, the Turnpike became an Enterprise within the Department.

The Department operates under the Florida Transportation Code, which includes Chapter 338, Florida Statutes (Limited Access and Toll Facilities). Specifically, 338.22 – 338.241, F.S. is designated as "Florida Turnpike Enterprise Law". Within this section, 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. These additional powers and authority support improved cost-effectiveness, more timely project delivery, increased revenues, expanded capital program capacity, and improved service to patrons, while maintaining the protection of bondholders and continuing to preserve, expand, and improve the Turnpike System.

Unlike other transportation authorities governed by a Board of Directors, the Department is led by a Department Secretary appointed by the Governor. The Department Secretary is subject to Senate confirmation and serves at the pleasure of the Governor. The Department is organized into seven geographic Districts and the Enterprise. The Turnpike System includes 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 serve on the Department's Executive Board. Commission staff periodically attend and monitor the Department's monthly Executive Workshop and Performance Review meetings.

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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, 2025

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

The 515-mile Turnpike System includes the Mainline and eleven 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 2025, the System generated more than $1.3 billion in annual toll and concession revenues.

The Enterprise manages the Turnpike System and oversees toll operations for Department-owned toll facilities (Alligator Alley, Pinellas Bayway System, Sunshine Skyway Bridge, Wekiva Parkway, Gateway Expressway, I-4 Express, I-75 Express, I-95 Express, I-295 Express, I-595 Express, and I-275 Express, and Department-operated (Mid-Bay Bridge/Spence Parkway) toll facilities in the State. In total, the Enterprise processes more than 2.9 billion customer transactions each year and manages 41 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 2025, construction was completed on 17 projects across thirteen counties, including the resurfacing of 112 lane miles. These projects 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 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), opened to traffic in August 2025. The remaining planned segments, which will extend the facility an additional 10 miles to US19, are currently under construction. When construction is completed, an 83-mile-long SR589 corridor will be created. The Suncoast Parkway will provide an alternative to US19 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 Department's 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. The 11-mile extension between Blanding Boulevard and SR16 opened to traffic in September 2025. Adjacent segments from east of CR2209 to SR16, including a new bridge over the St. Johns River, are currently under construction. The First Coast Expressway will relieve traffic congestion on other major roadways including I-295, SR21, US17, and International Golf Parkway.

Central Polk Parkway will be a four-lane, limited access roadway that connects Polk Parkway at Winter Lake Road/SR540 with SR60 in Polk County. The first segment from Polk Parkway to US 17 (six miles), and the second segment which will extend the facility an additional three miles to SR60, are under construction. 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/SR35 to Winter Lake Road/SR540, the Polk Parkway and Interstate 4.

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The Enterprise recognizes the importance of meeting the transportation demands of both residents and visitors who rely on the 312-mile Turnpike Mainline across 11 counties. Through the Turnpike Widening Infrastructure Initiative, the Enterprise has committed to expanding the Mainline to a minimum of six lanes to accommodate growing traffic demands. By the end of fiscal year 2025, 42 miles of roadway has already been widened, with an additional 60 miles under active construction. A further 42 miles are funded for construction, a commitment of more than $3 billion, in the current five-year capital plan (FY 2026 – FY 2030).

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 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, Kansas, and Colorado. Today, the Southeast Hub interacts with 35 tolling agencies. In fiscal year 2025, the Enterprise processed 87% of all toll transactions processed in Florida.
The SunPass PRO™, the Enterprise's portable transponder, is accepted in 24 states. Simultaneously, Florida welcomes toll road visitors from Texas to Maine, bringing more than 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, EZ Tag, and Colorado's ExpressToll, in addition to other Florida transponder brands.

Historically, the Turnpike System has 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, 2025, approximately $6.9 million in outstanding debt is due to the Department, as presented in Table 5.

Table 5
Florida's Turnpike System
Long-Term Debt Payable to the Department (in millions)
Year Ended June 30, 2025

Transaction	(millions)
State Infrastructure Bank Loans	$6.9
Total Due Department	**$6.9**

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Table 6
Florida's Turnpike System
Traffic / Transactions and Gross Toll Revenue
Fiscal Year 2025

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	246,121	17.9%	$220,922	17.0%	$0.90	1974
Turnpike Mainline (SR 91)	265	592,803	43.2%	$616,842	47.2%	$1.04	1957-63[1,2]
Beachline West Expressway (SR 528)	8	40,697	3.0%	$35,640	2.7%	$0.88	1973
Total Mainline	**320**	**879,621**	**64.1%**	**$873,404**	**66.8%**	**$0.99**	
Sawgrass Expressway (SR 869)	23	97,962	7.1%	$100,087	7.7%	$1.02	1986[3]
Seminole Expressway (SR 417)	18	47,762	3.5%	$61,961	4.7%	$1.30	1989[4]
Veterans Expressway (SR 589)	15	82,441	6.0%	$73,017	5.6%	$0.89	1994
Southern Connector Extension (SR 417)	6	24,156	1.8%	$19,216	1.5%	$0.80	1996
Polk Parkway (SR 570)	25	56,872	4.1%	$48,906	3.7%	$0.86	1999
Suncoast Parkway (SR 589)	55	64,010	4.7%	$55,564	4.2%	$0.87	2001
Western Beltway, Part C (SR 429)	11	24,223	1.8%	$23,616	1.8%	$0.97	2005[5]
I-4 Connector	1	23,757	1.7%	$17,324	1.3%	$0.73	2014[6]
Beachline East Expressway (SR 528)	22	27,471	2.0%	$7,745	0.6%	$0.28	1974[7]
First Coast Expressway (SR 23)	15	41,525	3.1%	$20,550	1.6%	$0.49	2019[8]
Garcon Point Bridge (SR 281)	4	2,695	0.2%	$6,545	0.5%	$2.43	1999[9]
Total Expansion Projects	**195**	**492,874**	**35.9%**	**$434,531**	**33.2%**	**$0.88**	
Total System	**515**	**1,372,495**	**100.0%**	**$1,307,935**	**100.0%**	**$0.95**	

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 Authority in 1990. The next 11.5 miles opened to traffic in 1994, and the 6-mile extension was completed in 2002.

[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 in July 2014.

[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.

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Table 7 Florida's Turnpike Enterprise Toll Authority Performance Measures Scorecard			
Fiscal Year 2025			
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 0.525.	**0.46**
	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.	**54**
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**90**
	Pavement Condition Rating	85% of lane miles "excellent" or "good"	**99.3%**
	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	**7.1%**
	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	**94.7%**
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	**7.5%**
	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.	**93.3%**
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.	**22.3%**

Note: Performance Measures are not applicable when there is no data.

Table 8 Florida Turnpike Enterprise Toll Authority Operating Indicators Indicators				
Fiscal Year 2025				
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**	**Actual 2025 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	3.35	3.94	2.38
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	3.31	3.90	2.36
	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	98	338	395
Value of Transportation Assets (In Millions)				
Value of Transportation Assets (In Millions)	Land Acquisition	$1,143.70	$1,244.00	$1,375.5
	Infrastructure Assets	$10,559.10	$11,144.23	$11,819.75
	Construction in Progress	$1,945.50	$2,228.90	$2,598.80
	Total Value of Transportation Assets	**$ 13,648.3**	**$ 14,617.1**	**$ 15,794.1**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$119.80	$133.99	$129.70
	Routine Maintenance of Infrastructure (In Millions)	$100.10	$108.42	$110.73
	Total Preservation Costs (In Millions)	**$219.90**	**$242.41**	**$240.43**
	MRP Characteristic-Signing--Condition rating of at least 90	90	94	91
	MRP Characteristic-Striping--Condition rating of at least 95	96	99	97
	MRP Characteristic-Guardrail--Condition rating of at least 80	85	88	87
	MRP Characteristic-Lighting--Condition rating of at least 85	78	77	80
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.07	$0.08	$0.07
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	25.3%	26.7%	27.2%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	73.7%	72.9%	72.6%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	7.7%	8.0%	7.6%
	Actual Revenue without Recovery of Fines/Fees	7.7%	8.0%	7.6%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	22.2%	20.4%	21.1%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	36.1%	36.2%	38.6%
	Routine Maintenance Expense Relative to Operating Expense	22.3%	23.4%	24.0%
	Administrative Expense Relative to Operating Expense	0.0%	0.0%	0.0%
	Operating Expense Relative to Operating Revenue	38.1%	34.3%	33.7%

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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.

Table 9 below, as of June 30, 2025, 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, 2025

Name	Affiliation	Position
Fatima Perez	Governor Appointee	Chair
Rodolfo Pages	Governor Appointee	Vice Chair
Mariana “Marili” Cancio	Governor Appointee	Treasurer
Daniel Iglesias, P.E.	Ex-Officio	FDOT District VI Secretary
Richard Blanco, Jr.	Governor's Appointee	Board Member
Edward Pidermann	Miami-Dade Transportation Planning Organization Appointee	Board Member
Stanley Rigaud	Miami-Dade Transportation Planning Organization Appointee	Board Member
Vacant	Miami-Dade Board of County Commissioners Appointee	Board Member
Vacant	Miami-Dade Board of County Commissioners Appointee	Board Member

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 border of Monroe County and on the south and west by County Road 94.

On June 9, 2025, the GMX approved a $964.9 million FY 2026-2030 Work Program including 45 projects that support our vision to plan and deliver a safe, sustainable, and integrated transportation system that seamlessly moves people and goods across South Florida with the goal of relieving congestion on our roads.

Major Existing System Improvements

SR 112 Ramp Improvements at NW 37th Avenue: This project will construct a new partial interchange at SR 112 and NW 37th Avenue including signalization improvements at NW 37th Avenue. The project provides additional access to industrial hub with new traffic movements within the SR 112/NW 37th Avenue, will relieve congestion on LeJeune Road and NW 36th Street. It is estimated that more than 7,400 additional vehicles would utilize the corridor because of the completion of this project. Construction of this project is anticipated to begin in FY 2027 once the environmental document is completed.

SR 112 Corridor Modernization: GMX will be funding the Project Development & Environment (PD&E) Study of the SR 112 Airport Expressway for the purpose of modernizing the corridor by bringing the bridges crossing SR 112 up to modern standards, improving safety and operational efficiency at the NW 22nd and NW 27th Avenue ramp connections, and improving safety and operational efficiency through the addition of roadway shoulders at locations where none exist. Final design and construction to be advanced once the PD&E is finalized and funding is available.

SR 836 / I-95 Interchange Improvements: GMX has partnered with FDOT to acquire right-of-way, design and build the SR 836 improvements from NW 17th Avenue to I-95 in conjunction with the FDOT's I-95/I-395 project. Improvements to SR 836 include both eastbound and westbound widening for operational optimization between NW 17th Avenue to I-95. Additionally, a new viaduct consisting of an elevated 4 lane structure to bypass traffic on the lower level of SR 836 will be provided to improve mobility and eliminate existing weaving conditions to and from Downtown Miami and Miami Beach.

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Furthermore, the project will improve access to the Health District by eliminating the current weaving conditions created by southbound I-95 traffic to NW 14th Street and SR 836 mainline, and westbound mainline traffic trying to access the Health District via NW 14th Street. The design-build contract was executed in July 2018 and completion is anticipated by FY 2029.

SR 836 PD&E from west of SR 826 to east of SR 953 / Le Jeune Road: GMX will be funding the Project Development & Environment (PD&E) Study of the SR 836 Dolphin Expressway for the purpose of improving the multilane weaving from traffic entering the system from Flagler Street, NW 72nd Avenue and SR 826 exiting at NW 57th Avenue, with traffic continuing onto eastbound SR 836 mainline and MIA as well as lane balance. The Study will also include improving traffic operations on the SR 836 eastbound ramp to Miami International Airport. Final design and construction to be advanced once the PD&E is finalized and funding is available.

SR 874/SW 72nd Street Interchange Improvements: This project will construct a new partial interchange at SR 874 and SW 72nd Street to provide access to SW 72nd Street from southbound SR 874 and to northbound SR 874 from SW 72nd Street to improve access to the expressway and reduce congestion at key intersections along SW 72nd Street. Design-build is anticipated to begin in FY 2026 once the environmental document is completed.

SR 924 Partial Interchange at NW 67th Avenue: This project will construct a new westbound on-ramp and off-ramp on SR 924 at NW 67th Avenue and new eastbound on-ramp from NW 67th Avenue. This partial interchange will provide congestion relief to Miami Lakes and Hialeah by providing additional traffic movements and access to SR 924 at NW 67th Avenue. It is estimated that over 5,000 additional vehicles will utilize the corridor after project completion. Design-build is anticipated to begin in FY 2026 once the environmental document is completed.

SR 836 Widening in the Eastbound and Westbound Direction from Heft to East of NW 97th Avenue: This project constructs an additional lane on SR 836 mainline from HEFT to 97th Avenue in both directions to harmonize with the existing lane configuration and tie into the newly completed SR 836 new ramp connections to the HEFT. The additional capacity along this segment will improve mobility and safety along the expressway. The final design for this project will begin in FY 2025.

Widening of SW 137th Avenue from 4-Lanes to 6-Lanes: Miami-Dade County owns, operates and maintains SW 137th Avenue between SW 8th Street and SW 26th Street. The intent of this project is to correct an operational deficiency because the existing four lane configuration of this corridor does not match the lane configuration south and north of this segment (6-lane

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configuration), thus creating severe congestion for traffic entering or exiting the SR 836 Extension at the SW 137th Avenue terminus. The project will also correct an operational deficiency at the intersection of SW 137th Avenue and SW 8th Street, which causes severe traffic congestion for southbound traffic during peak hours. This project is an unfunded priority project in the 2040 Long Range Transportation Plan. Via resolution, GMX was tasked to fund, procure and manage the design and construction of this transportation infrastructure project which will improve traffic flow and alleviate traffic congestion in Miami-Dade County by providing better access to the SR 836 Extension on and off ramps at SW 137th Avenue. Final design is complete, and Construction is anticipated to begin in FY 2026.

Construction of new roadway segments on new alignments adjacent to the existing system that will increase the total centerline miles of the system.

SR 836 Southwest Extension: As an initial phase of the project GMX is advancing the geotechnical investigation from NW 137th Avenue to SW 104th Street as well as the environmental site assessment from NW 137th Avenue to SW 56th Street in order to refine the cost estimate and obtain vital information on existing field conditions for future procurement of final design and construction services. GMX is also coordinating the required environmental permitting, mitigation and right-of-way acquisition program from willing sellers.

The ultimate project is a 14-mile multimodal corridor that will extend SR 836 from NW 137th Avenue to SW 136th Street and provide the residents in the southwestern portion of Miami-Dade County with an alternate transportation option to improve travel conditions. The project is envisioned to include Express bus service and park & ride facilities in the vicinity of SW 88th Street and SW 136th Street; a multi-use recreational trail for non-motorized transportation including walking and biking; a minimum of 1,000 acres of land for wetland preservation and creation that will be held in perpetuity; improvements to 137th Avenue, 157th Avenue, SW 88th Street and SW 104th Street to facilitate access. The improvements to local streets and portions of ramp connections will be contributions to Miami-Dade County. The start date for final design and construction for the mainline extension, multi-use recreational trail and transit stations is to be determined pending funding availability.

One of GMX's key strategic priorities is leveraging technology to optimize asset performance, enhance operational efficiency, and support data-driven decision-making across the organization. As part of this effort, GMX continues to invest in digital transformation initiatives that improve reliability, streamline workflows, reduce operational costs, and maximize the value of its assets

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throughout their lifecycle. Some of the technology-focused initiatives included in GMX's work program are:

- Installation of fiber backbone redundant path to enhance operational continuity, improve system reliability, and support critical Intelligent Transportation System (ITS) functions during network disruptions.
- Systemwide installation of blind spot cameras to improve roadway safety by increasing visibility in areas where drivers may have limited sight distance. The cameras help reduce accidents, support incident detection and response, and provide motorists with greater situational awareness.
- Speed Feedback Sign deployment to encourage safer driving behavior by providing real-time speed feedback to motorists. Benefits include reduced speeding, improved compliance with posted speed limits, enhanced safety for drivers and maintenance personnel, and a reduction in speed-related incidents.
- Replacement of Dynamic Message Sign (DMS), Verification Cameras and DMS Catwalks to modernize critical traffic management infrastructure to improve the delivery of real-time traveler information. The initiative enhances traffic operations, supports faster incident response, improves equipment reliability, and reduces ongoing maintenance requirements while ensuring safe access for inspections and repairs.
- Systemwide aesthetic lighting implementation to enhance the visual appearance of the corridor while improving visibility and safety.
- Toll Collection System modernization to improve transaction accuracy, increase processing efficiency, and enhance customer service. Benefits include reduced operational costs, improved revenue capture, greater system reliability, enhanced data analytics capabilities, and the flexibility to support future tolling innovations.

Collectively, these initiatives strengthen the reliability, safety, efficiency, and sustainability of GMX's transportation infrastructure while supporting a modern, technology-driven operating environment that delivers long-term value to both the organization and its customers.

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Table 10 Greater Miami Expressway Agency Toll Authority Performance Measures Scorecard			
Fiscal Year 2025			
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.	**31**
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	**86**
	Pavement Condition Rating	Greater than 85% of lane miles "excellent" or "good"	**99.6%**
	Bridge Condition Rating	Greater than 95% of bridges "excellent" or "good"	**93.2%**
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**11.1%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees) of 21.7%.	**No**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**80.8%**
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	**-1.2%**
	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.	**100.0%**
Small Business Program Participation			
Small Business Program Participation	Small Business Program Participation	SBP utilization of at least 10% of Authority's total expenditures.	**21.0%**

Note: Performance Measures are not applicable when there is no data.

Table 11 Greater Miami Expressway Agency Toll Authority Operating Indicators Fiscal Year 2025				
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**	**Actual 2025 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	1.81	1.84	1.81
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	1.81	1.84	1.81
	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 detections	63	108	111
Value of Transportation Assets (In Millions)				
Value of Transportation Assets (In Millions)	Land Acquisition	$685.70	$691.40	$711.80
	Infrastructure Assets	$983.92	$946.80	$946.10
	Construction in Progress	$271.06	$321.38	$288.40
	Total Value of Transportation Assets	**$1,940.68**	**$1,959.58**	**$1,946.30**
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	$10.60
	Total Preservation Costs (In Millions)	**$8.78**	**$11.56**	**$10.60**
	MRP Characteristic-Signing--Condition rating of at least 90	83	89	92
	MRP Characteristic-Striping--Condition rating of at least 95	77	76	81
	MRP Characteristic-Guardrail--Condition rating of at least 80	81	73	83
	MRP Characteristic-Lighting--Condition rating of at least 85	82	70	77
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.03	$0.05	$0.05
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	47.7%	48.2%	48.5%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	52.3%	51.8%	51.5%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	24.7%	17.1%	17.5%
	Actual Revenue without Recovery of Fines/Fees	24.7%	21.7%	22.4%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	16.8%	18.5%	18.2%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	34.5%	36.2%	38.0%
	Routine Maintenance Expense Relative to Operating Expense	9.2%	11.1%	10.7%
	Administrative Expense Relative to Operating Expense	6.6%	7.7%	6.4%
	Operating Expense Relative to Operating Revenue	38.5%	39.2%	37.3%

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.

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 and the District Three Secretary of FDOT, or a designated representative, is an ex-officio non-voting member of the Board. 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, 2025

Name	Affiliation	Position
James D. Neilson, Jr.	Retired Insurance Broker	Chair
James Wood, Jr.	Retired Lieutenant Colonel, USA	Vice-Chair
Gorden E. Fornell	Retired Lieutenant General, USAF	Secretary Treasurer
Kim Wintner	Retired Colonel, USAF Retired Owner, Association Mgt. Co.	Board Member
Robert Marinan	Retired Lieutenant Colonel, USAF Retired Sr Manager, Boeing Company	Board Member
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 Mid-Bay Bridge is an approximately 3.6-mile, limited access, two-lane, fixed span toll bridge that

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traverses Choctawhatchee Bay, connecting Niceville and Destin in southeast Okaloosa County. The bridge opened in June 1993 with one mainline tolling 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 $30.4 million in FY 2025 based on 12.3 million toll transactions. MBBA operates under 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 $1.25 million in long-term debt was due to FDOT as of September 30, 2025.

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Table 13
Mid-Bay Bridge Authority
Long-Term Debt Payable to the Department
Year End September 30, 2025

Transaction	
Total Due Department	$1,245,050.0

Source: FDOT Comptroller's office Revenue Management

Table 14 Mid-Bay Bridge Authority Toll Authority Performance Measures Scorecard			
Fiscal Year 2025			
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 2.973.	**1.165**
	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	**96%**
	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	**10.2%**
	Revenue Variance	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees) of 7.3%.	**No**
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A less than 110% of annual budget	**84.0%**
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.

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Table 15 Mid-Bay Bridge Authority Toll Authority Operating Indicators Fiscal Year 2025				
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**	**Actual 2025 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	1.30	1.29	1.25
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	1.30	1.29	1.25
	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)	$0.10	$2.83	$2.66
	Routine Maintenance of Infrastructure (In Millions)	$0.80	$0.80	$1.01
	Total Preservation Costs (In Millions)	**$0.90**	**$3.63**	**$3.67**
	MRP Characteristic-Signing--Condition rating of at least 90	95	90	98
	MRP Characteristic-Striping--Condition rating of at least 95	80	81	97
	MRP Characteristic-Guardrail--Condition rating of at least 80	94	100	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	$0.30	$0.29	$0.25
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	17.4%	18.1%	18.6%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	63.7%	64.3%	64.5%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	7.3%	7.3%	8.2%
	Actual Revenue without Recovery of Fines/Fees	7.3%	7.3%	8.2%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	16.6%	16.6%	15.4%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	72.4%	48.9%	46.0%
	Routine Maintenance Expense Relative to Operating Expense	14.4%	9.8%	12.6%
	Administrative Expense Relative to Operating Expense	10.8%	6.9%	7.4%
	Operating Expense Relative to Operating Revenue	19.1%	28.2%	26.3%

Note: Operating Indicator(s) are not applicable when there is no data.

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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 18,000 jobs in high-impact industry sectors and contributed more than $2.1 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.

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Table 17
Tampa Hillsborough Expressway Authority
Board Members as of June 30, 2025

Name	Affiliation	Position
Vincent Cassidy	Majesty Title Services	Chairman
Bennett Barrow	Barrow Asset Management, Inc.	Vice-Chairman
John Weatherford	Weatherford Insurance	Secretary
Vacancy	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 suburbs in the east. With the opening of the Selmon West Extension in 2021, the toll roadway links to 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 Selmon Expressway accepts major interoperable transponders, including SunPass, E-Pass, E-ZPass, I-PASS, MnPass, Lee Way, NC QuickPass, KTag, Peach Pass, Toll Tag, Harris County EZ-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, Hillsborough County 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 Selmon 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 Selmon 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 Selmon 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 Benchmark International Arena. In partnership with surrounding entities, THEA plans to use the Selmon 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 FY2027-32 work program, THEA will invest over $767 million in capital investment in the region, with 82% 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, Advancements in ITS Technology, the replacement of THEA's in-lane toll equipment and tolling operation back-office system, and general system preservation work to maintain a high level of condition on the system. The South Selmon Capacity Project includes additional through lanes, 26 bridges, residential noise walls, drainage improvements, and underpass beautification, along with a signature bridge in downtown Tampa. THEA's key areas of investment are enhanced mobility, 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 over the next decade. THEA is combining cutting-edge technology with smart, customer-focused solutions. Wrong-way vehicle (WWD) detection is a top priority for THEA. In FY26 THEA completed a large implementation of wrong way driving technology and is continuing to advance its ongoing integration of intelligent transportation systems (ITS) that will set new

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standards for data-driven decision-making, enhance traffic flow, and improve safety. The WWD 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, along with the ongoing ITS implementation, 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 the Tampa Bay region as THEA continues to put the valuable toll dollars entrusted to them to work for their customers.

Tampa Hillsborough Expressway Authority
Long-Term Debt Payable to the Department
Year End June 30, 2025

Transaction	
Advances for Operating,	
State Transportation Trust Fund	$213,833,835
Total Due Department	**$213,833,835**

Source: THEA notes to audited financial statements.

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Table 18 Tampa-Hillsborough Expressway Authority Toll Authority Performance Measures Scorecard			
Fiscal Year 2025			
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 0.695.	**0.630**
	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	**92**
	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 (net of exclusions) as a percentage of toll revenue	Toll collection expense less than 12% of toll revenue	**7.0%**
	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	**78.7%**
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	**-41.4%**
	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	SBP utilization of at least 13.5% of total dollar value of commodities and projects expended.	**7.9%**

Note: Performance Measures are not applicable when there is no data.

Table 19 Tampa-Hillsborough Expressway Authority Toll Authority Operating Indicators				
Fiscal Year 2025				
Operating Indicator Area of Focus	**Details**	**Actual 2023 Result**	**Actual 2024 Result**	**Actual 2025 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	2.64	2.58	2.61
	Debt Service Coverage - Comprehensive Debt			
	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	2.68	2.92	3.02
	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	Positive
	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	$96.50	$96.50	$96.50
	Infrastructure Assets	$924.30	$968.60	$972.40
	Construction in Progress	$91.00	$57.50	$66.10
	Total Value of Transportation Assets	**$1,111.80**	**$1,122.60**	**$1,135.00**
Preservation and Maintenance				
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure (In Millions)	$1.10	$9.64	$3.33
	Routine Maintenance of Infrastructure (In Millions)	$5.00	$6.20	$8.00
	Total Preservation Costs (In Millions)	**$6.10**	**$15.84**	**$11.33**
	MRP Characteristic-Signing--Condition rating of at least 90	95	95	86
	MRP Characteristic-Striping--Condition rating of at least 95	99	97	98
	MRP Characteristic-Guardrail--Condition rating of at least 80	88	90	81
	MRP Characteristic-Lighting--Condition rating of at least 85	97	93	86
Tolling Transactions				
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions	$0.12	$0.13	$0.12
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions	45.0%	45.4%	31.4%
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions	55.0%	54.6%	68.6%
Annual Toll Revenue and Expenses				
Toll Revenue and Expenses	**Revenue Variance**			
	Actual Revenue with Recovery of Fines/Fees	4.1%	4.1%	4.8%
	Actual Revenue without Recovery of Fines/Fees	7.3%	7.2%	8.0%
	Rating Agency Performance			
	Toll Operations and Maintenance Expense Relative to Operating Revenue	12.3%	13.0%	13.1%
	Toll Operating Expense and Revenue			
	Toll Collection Expense Relative to Operating Expense	33.3%	20.9%	20.7%
	Routine Maintenance Expense Relative to Operating Expense	18.3%	12.6%	17.9%
	Administrative Expense Relative to Operating Expense	28.4%	16.6%	16.8%
	Operating Expense Relative to Operating Revenue	23.9%	38.9%	34.0%

Note: Operating Indicator(s) are not applicable where there is no data.

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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	2021	2022	2023	2024	2025
Growth in Value of Transportation Assets		$ 5,075,926,000	$ 5,484,611,000	$ 5,940,680,000	$ 6,402,475,000	$ 6,752,285,000
Land Acquisition		992,275,000	991,866,000	995,989,000	1,092,570,000	1,115,024,000
Infrastructure Assets		3,859,572,000	3,979,387,000	3,995,555,000	4,353,103,000	4,367,614,000
Construction in Progress		224,079,000	513,358,000	949,136,000	956,802,000	1,269,647,000
Preservation of Transportation Assets		$ 39,481,000	$ 40,800,000	$ 46,053,000	$ 40,312,000	$ 35,052,000
Renewal & Replacement of Infrastructure		20,929,000	21,465,000	24,177,000	16,359,000	7,624,000
Routine Maintenance of Infrastructure		18,552,000	19,335,000	21,876,000	23,953,000	27,428,000
SHS Maintenance Rating Program (MRP) Rating	> 90	92	91	93	94	95
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	91.0%	97.5%	97.0%	98.0%	100.0%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	99.4%	99.4%	100.0%	100.0%	100.0%
Toll Collection Transactions						
Total Number of Toll Transactions			100.0%	100.0%	100.0%	100.2%
Percentage of Transactions by cash			3.5%	2.4%	1.7%	1.6%
Percentage of Transactions by transponder			88.0%	90.3%	89.8%	88.5%
Percentage of Transactions by toll/pay by plate			8.5%	7.3%	8.5%	10.0%
Annual Revenue Growth						
Toll & Operating Revenue		8.6%	20.7%	5.2%	11.8%	5.5%
Revenue Variance						
Actual Revenue with "recovery of fines"		11.1%	14.5%	8.4%	7.9%	8.8%
Actual Revenue without "recovery of fines"		12.4%	15.5%	9.6%	9.1%	10.2%
Safety						
MRP Safety Characteristic - Signing	> 90	93	93	91	96	94
MRP Safety Characteristic - Striping	> 95	97	96	95	97	97
MRP Safety Characteristic - Guardrail	> 80	93	89	89	92	93
MRP Safety Characteristic - Lighting	> 85	87	90	94	91	97
Fatalities per 100 million vehicle miles traveled		0.469	0.519	0.396	0.300	0.223
Three-Year Fatality Rolling Average			0.492	0.446	0.461	0.405
Number of wrong-way equipment locations			55	55	59	68
Percentage of detections resolved with corrections			0.903	0.876	0.910	0.891
Roadway Clearance Time	<75		54	59	56	55
Customer Service						
Incident Response Time	TBD		15	16	17	20

Operations & Budget

	Objective	2021	2022	2023	2024	2025
Consultant Contracts						
Final Cost % increase above Original Award	< 5%	-6.2%	6.8%	-8.9%	2.9%	-17.1%
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	$0.15
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		45.6%	48.9%	47.4%	50.0%	51.9%
Routine Maintenance Expense as a % of Operating Expense		12.9%	12.4%	12.4%	13.3%	15.3%
Administrative Expense as a % of Operating Expense		6.2%	5.4%	6.2%	7.4%	6.9%
Operating Expense as a % of Operating Revenue		28.4%	25.4%	27.3%	25.0%	23.6%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	12.6%	12.1%	12.6%	12.1%	11.8%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	98.5%	97.6%	94.3%	92.5%	92.7%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		16.6%	15.6%	16.4%	15.8%	15.9%

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	2021	2022	2023	2024	2025
Small Business Enterprise Participation						
SBE Utilization as a 15% of Total Expenditures (target set by authority)	> 90% of authority target:	17.6%	18.0%	17.3%	28.3%	18.2%

Revenue Management & Bond Proceeds

	Objective	2021	2022	2023	2024	2025
Debt Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		2.00	2.52	2.70	3.05	2.92
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		2.00	2.52	2.70	3.05	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+	A+	A+	AA-
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	Positive

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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	2021	2022	2023	2024	2025
Growth in Value of Transportation Assets		$ 12,475,062,000	$ 12,971,932,000	$ 13,730,964,000	$ 14,699,780,000	$ 15,876,758,000
Land Acquisition		1,008,183,000	1,075,810,000	1,143,688,000	1,243,970,000	1,375,518,000
Buildings		82,687,000	82,687,000	82,687,000	82,687,000	82,687,000
Infrastructure Assets		9,551,921,000	10,450,029,000	10,559,080,000	11,144,233,000	11,819,751,000
Construction in Progress		1,832,271,000	1,363,406,000	1,945,509,000	2,228,890,000	2,598,802,000
Preservation of Transportation Assets		$239,404,000	$199,319,000	$219,910,000	$242,409,000	$240,435,000
Renewal & Replacement of Infrastructure		155,094,000	116,499,000	119,770,000	133,988,000	129,704,000
Routine Maintenance of Infrastructure		84,310,000	82,820,000	100,140,000	108,421,000	110,731,000
SHS Maintenance Rating Program (MRP) Rating	≥ 90	88	90	91	91	90
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	≥ 85%	95.6%	95.4%	98.6%	99.6%	99.3%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	≥ 95%	99.0%	99.5%	99.6%	99.3%	99.3%
Toll Collection Transactions						
Total Number of Toll Transactions			1,138,036,000	1,284,965,000	1,337,442,000	1,372,495,000
Percentage of Transactions by cash			3.9%	1.0%	0.4%	0.2%
Percentage of Transactions by transponder			75.1%	73.7%	72.9%	72.6%
Percentage of Transactions by toll/pay by plate			21.0%	25.3%	26.7%	27.2%
Annual Revenue Growth						
Toll & Operating Revenue		1.7%	13.9%	2.3%	14.5%	1.5%
Revenue Variance						
Actual Revenue with "recovery of fines"		12.2%	12.3%	7.7%	8.0%	7.6%
Actual Revenue without "recovery of fines"		12.2%	12.3%	7.7%	8.0%	7.6%
Safety						
MRP Safety Characteristic - Signing	≥ 90	91	93	90	94	91
MRP Safety Characteristic - Striping	≥ 95	91	95	96	99	97
MRP Safety Characteristic - Guardrail	≥ 80	77	81	85	88	87
MRP Safety Characteristic - Lighting	≥ 85	86	84	78	77	80
Fatalities per 100 million vehicle miles traveled		0.608	0.556	0.557	0.461	0.460
Three-Year Fatality Rolling Average			0.416	0.601	0.574	0.525
Number of wrong-way equipment locations			35	58	111	170
Percentage of detections resolved with corrections			89.2%	65.3%	75.1%	86.1%
Roadway Clearance Duration (Minutes)	≤75		52	54	55	54
Customer Service						
Incident Response Duration (Minutes)	TBD		5	6	6	6

Operations & Budget

	Objective	2021	2022	2023	2024	2025
Consultant Contracts						
Final Cost % increase above Original Award	≤ 5%	49.3%	98.0%	38.2%	12.7%	7.5%
Construction Contracts						
Completed within 20% above original contract time	≥ 80%	87.0%	91.7%	81.8%	100.0%	100.0%
Completed within 10% above original contract amount	≥ 90%	91.3%	100.0%	90.9%	100.0%	93.3%
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.10	$0.08	$0.07	$0.08	$0.07
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		32.9%	38.3%	36.1%	36.2%	38.6%
Routine Maintenance Expense as a % of Operating Expense		16.5%	18.8%	22.3%	23.4%	24.0%
Administrative Expense as a % of Operating Expense		0.0%	0.0%	0.0%	0.0%	0.0%
Operating Expense as a % of Operating Revenue		50.4%	38.2%	38.1%	34.3%	33.7%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	≤ 12%	10.0%	8.3%	8.2%	7.8%	7.1%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	≤ 110%	102.2%	101.8%	99.1%	93.6%	94.7%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		24.9%	21.8%	22.2%	20.4%	21.1%

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	2021	2022	2023	2024	2025
Small Business Program Participation						
Small Business Program utilization of at least 6.56%. (Goal set by authority)	**> 90% of 6.56% Enterprise target:**	**7.58%**	**8.69%**	**10.85%**	**7.89%**	**22.25%**

Revenue Management & Bond Proceeds

	Objective	2021	2022	2023	2024	2025
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		**2.95**	**3.41**	**3.35**	**3.94**	**2.38**
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		**2.91**	**3.36**	**3.31**	**3.90**	**2.36**
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**	**Stable**

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Five Year Trend for GMX
Performance Measures and Reportable Indicators

Toll Authority Name: GREATER MIAMI EXPRESSWAY AUTHORITY (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	$ 1,946,278,979		
Land Acquisition		685,728,904	691,359,331	711,796,184		
Infrastructure Assets		983,915,969	946,795,199	946,096,364		
Construction in Progress		271,060,768	321,376,664	288,386,431		
Preservation of Transportation Assets		$ 8,779,021	$ 11,515,844	$ 10,607,615		
Renewal & Replacement of Infrastructure		-	-			
Routine Maintenance of Infrastructure		8,779,021	11,515,844	10,607,615		
SHS Maintenance Rating Program (MRP) Rating	> 90	85	84	86		
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	98.8%	99.2%	99.6%		
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	92.4%	92.6%	93.2%		
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%		
Percentage of Transactions by transponder		52.3%	51.8%	51.5%		
Percentage of Transactions by toll/pay by plate		47.7%	48.2%	48.5%		
Annual Revenue Growth						
Toll & Operating Revenue			6.3%	0.1%		
Revenue Variance						
Actual Revenue with "recovery of fines"		24.7%	17.1%	17.5%		
Actual Revenue without "recovery of fines"		24.7%	21.7%	22.4%		
Safety						
MRP Safety Characteristic - Signing	> 90	83	89	92		
MRP Safety Characteristic - Striping	> 95	77	76	81		
MRP Safety Characteristic - Guardrail	> 80	81	73	83		
MRP Safety Characteristic - Lighting	> 85	82	70	77		
Fatalities per 100 million vehicle miles traveled						
Three-Year Fatality Rolling Average						
Number of wrong-way equipment locations		7	31	31		
Percentage of detections resolved with corrections		81.0%	49.1%	55.0%		
Roadway Clearance Time	<75	35	33	31		
Customer Service						
Incident Response Time (Minutes)	TBD	6	6	6		

Operations & Budget

	Objective	2023	2024	2025	2026	2027
Consultant Contracts						
Final Cost % increase above Original Award	< 5%		-2.7%	-1.2%		
Construction Contracts						
Completed within 20% above original contract time	≥ 80%		50.0%	50.0%		
Completed within 10% above original contract amount	≥ 90%		50.0%	100.0%		
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.03	$0.05	$0.05		
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		34.5%	36.2%	38.0%		
Routine Maintenance Expense as a % of Operating Expense		9.2%	11.1%	10.7%		
Administrative Expense as a % of Operating Expense		6.6%	7.7%	6.4%		
Operating Expense as a % of Operating Revenue		38.5%	39.2%	37.3%		
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	8.3%	11.0%	11.0%		
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	81.9%	88.3%	80.8%		
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		16.8%	18.5%	18.2%		

Five Year Trend for GMX
Performance Measures and Reportable Indicators

Toll Authority Name: GREATER MIAMI EXPRESSWAY AUTHORITY (GMX)
Official Reporting Period: July 1 through June 30

Applicable Laws

	Objective	2023	2024	2025	2026	2027
Small Business Enterprise Participation						
SBE Utilization as a % of Total Expenditures	> 90% of authority target:	15.8%	18.4%	21.0%		

Revenue Management & Bond Proceeds

	Objective	2023	2024	2025	2026	2027
Debt Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		1.81	1.84	1.81		
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		1.81	1.84	1.81		
Authority Compliance with Bond Covenants for Debt Service Coverage	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		A	A	A		
Moody's Bond Rating		A3	A3	A3		
Fitch Bond Rating		BBB+	BBB+	A-		
Bond rating positive, stable or negative		Stable	Stable	Stable		

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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	2021	2022	2023	2024	2025
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		235,111,605	235,111,605	235,111,605	235,111,605	235,111,605
Construction in Progress		-	-	-	-	-
Preservation of Transportation Assets		$ 1,287,345	$ 831,578	$ 961,257	$ 3,661,460	$ 3,667,661
Renewal & Replacement of Infrastructure		520,438	37,327	130,625	2,829,936	2,655,664
Routine Maintenance of Infrastructure		766,907	794,251	830,632	831,524	1,011,997
SHS Maintenance Rating Program (MRP) Rating	> 90	93	89	90	89	96
Pavement Condition Rating						
SHS Lane Miles rated "excellent or good"	> 85%	100.0%	99.7%	100.0%	100.0%	100.0%
Bridge Condition Rating						
Bridge Structures rated "excellent or good"	> 95%	100.0%	92.3%	92.3%	92.3%	92.3%
Toll Collection Transactions						
Total Number of Toll Transactions			100.0%	100.0%	100.0%	100.0%
Percentage of Transactions by cash			22.4%	18.9%	17.6%	16.9%
Percentage of Transactions by transponder			62.3%	63.7%	64.3%	64.5%
Percentage of Transactions by toll/pay by plate			15.3%	17.4%	18.1%	18.6%
Annual Revenue Growth						
Toll & Operating Revenue		28.3%	-4.5%	0.7%	0.5%	6.8%
Revenue Variance						
Actual Revenue with "recovery of fines"		5.4%	6.5%	7.3%	7.3%	8.2%
Actual Revenue without "recovery of fines"		5.4%	6.5%	7.3%	7.3%	8.2%
Safety						
MRP Safety Characteristic - Signing	> 90	100	95	95	90	98
MRP Safety Characteristic - Striping	> 95	93	88	80	81	97
MRP Safety Characteristic - Guardrail	> 80	100	100	94	100	100
MRP Safety Characteristic - Lighting	> 85	100	100	100	100	100
Fatalities per 100 million vehicle miles traveled		3.932	2.678	5.026	1.214	1.165
Three-Year Fatality Rolling Average			2.283	2.736	3.879	2.973
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	2021	2022	2023	2024	2025
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	$0.25
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		66.5%	70.5%	72.4%	48.9%	46.0%
Routine Maintenance Expense as a % of Operating Expense		14.1%	14.4%	14.4%	9.8%	12.6%
Administrative Expense as a % of Operating Expense		10.1%	10.9%	10.8%	6.9%	7.4%
Operating Expense as a % of Operating Revenue		18.2%	19.3%	19.1%	28.2%	26.3%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	10.7%	11.6%	11.7%	11.5%	10.2%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	97.0%	96.8%	100.5%	93.0%	84.0%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		14.7%	16.4%	16.6%	16.6%	15.4%

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	2021	2022	2023	2024	2025
Small Business Program (SBP) Participation						
SBE Utilization as a % of Total Expenditures	> 90% of authority target:					

Revenue Management & Bond Proceeds	Objective	2021	2022	2023	2024	2025
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		1.31	1.26	1.30	1.29	1.25
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		1.31	1.26	1.30	1.29	1.25
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
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	Stable

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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

Operations

	Objective	2021	2022	2023	2024	2025
Growth in Value of Transportation Assets		$ 1,203,514,863	$ 1,120,451,194	$ 1,111,831,682	$ 1,122,502,595	$ 1,134,980,909
Land Acquisition		98,763,821	90,857,833	96,454,130	96,454,130	96,464,130
Infrastructure Assets		996,423,458	900,214,406	924,333,553	968,588,443	972,404,069
Construction in Progress		108,327,584	129,378,955	91,043,999	57,460,022	66,112,710
Preservation of Transportation Assets		$ 5,610,985	$ 5,001,612	$ 6,130,336	$ 15,839,930	$ 11,307,183
Renewal & Replacement of Infrastructure		1,547,977	30,682	1,085,142	9,641,394	3,326,951
Routine Maintenance of Infrastructure		4,063,008	4,970,930	5,045,194	6,198,536	7,980,232
SHS Maintenance Rating Program (MRP) Rating	> 90	95	94	96	94	92
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%	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%	68.6%
Percentage of Transactions by toll/pay by plate			26.7%	45.0%	45.4%	31.4%
Annual Revenue Growth						
Toll & Operating Revenue		-4.2%	26.5%	1.4%	11.1%	13.5%
Revenue Variance						
Actual Revenue with "recovery of fines"		3.8%	-1.2%	4.1%	4.1%	4.8%
Actual Revenue without "recovery of fines"		3.6%	3.0%	3.4%	3.2%	3.4%
Safety						
MRP Safety Characteristic - Signing	> 90	92	95	95	95	86
MRP Safety Characteristic - Striping	> 95	88	99	99	97	98
MRP Safety Characteristic - Guardrail	> 80	93	88	88	90	81
MRP Safety Characteristic - Lighting	> 85	97	97	97	93	86
Fatalities per 100 million vehicle miles traveled		0.740	0.481	0.696	0.909	0.630
Three-Year Fatality Rolling Average			0.331	0.407	0.639	0.695
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	2021	2022	2023	2024	2025
Consultant Contracts						
Final Cost % increase above Original Award	< 5%	11.4%	-17.0%	7.8%	-3.7%	-41.4%
Construction Contracts						
Completed within 20% above original contract time	≥ 80%	100.0%	85.7%	66.7%	100.0%	100.0%
Completed within 10% above original contract amount	≥ 90%	75.0%	100.0%	100.0%	100.0%	100.0%
Cost to Collect a Toll Transaction						
Cost to Collect a Transaction (net of exclusions)		$0.11	$0.13	$0.12	$0.13	$0.12
Operating Efficiency						
Toll Collection Expense as a % of Operating Expense		32.4%	38.2%	33.3%	20.9%	20.7%
Routine Maintenance Expense as a % of Operating Expense		20.6%	22.0%	18.3%	12.6%	17.9%
Administrative Expense as a % of Operating Expense		31.1%	30.2%	28.4%	16.6%	16.8%
Operating Expense as a % of Operating Revenue		21.9%	19.8%	23.9%	38.9%	34.0%
Toll Collection Expense (net of exclusions) as a % of Toll Revenue	< 12%	6.7%	7.6%	8.0%	8.1%	7.0%
Annual OM&A Forecast Variance						
Actual OM&A Expenses to Annual Budget	< 110%	87.7%	96.8%	94.4%	89.4%	78.7%
Rating Agency Performance						
Operations & Maintenance Expense as a % of Total Revenue		11.6%	11.9%	12.3%	13.0%	13.1%

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	2021	2022	2023	2024	2025
Small Business Program Participation						
SBP Utilization as a % of Total dollar value of commodities and projects	Authority target of at least 13.5%:	4.7%	18.5%	5.8%	9.8%	7.9%

Revenue Management & Bond Proceeds

	Objective	2021	2022	2023	2024	2025
Debit Service Coverage						
Bonded/Commercial Debt ((Rev-Interest)-(Toll+Maint))/Comm Debt		2.38	2.30	2.64	2.58	2.61
Comprehensive Debt ((Rev-Interest)-(Toll+Maint))/All Debt		2.27	3.02	2.68	2.92	3.02
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		A2	A2	A2	A2	A2
Fitch Bond Rating						
Bond rating positive, stable or negative			Stable	Stable	Stable	Positive

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Appendix B

Communication

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Transmittal Letter

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Transmittal Letter

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