

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement"), made by and between FLORIDA CENTRAL RAILROAD COMPANY, LLC, a Florida limited liability company with its principal place of business in Apopka, Florida ("FCEN"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Agency").

Preliminary Statement

A. Agency has proposed to construct, or to cause to be constructed, a new roadway crossing over FCEN controlled property and right of way to be known as (DOT# 926115E) in the vicinity of FCEN milepost ST 808.58 on the Orlando Subdivision, located in Orlando, Orange County, Florida. FCEN has consented to the roadway under a separate Public Road Crossing License Agreement dated _____, 2025, incorporated here by reference ORAN-33-087 (the "License Agreement"). Additional work on Edgewater (DOT # 622396Y) FCEN milepost ST 808.61 has also been proposed to complete the roadway intersection(s). Construction and work at the roadway crossings over FCEN near mileposts ST 808.58 and ST 808.61 may be collectively referred to as the "**Project**."

B. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

C. Agency acknowledges that:

- i. by entering into this Agreement, FCEN will provide services and accommodations to complete this Project,
- ii. neither FCEN nor its affiliates (including their respective directors, officers, employees or agents) will be required to incur any costs, expenses, losses or liabilities in excess of payments made to FCEN, by or on behalf of Agency or its contractors, pursuant to this Agreement; and
- iii. FCEN retains the paramount right to regulate all activities affecting its property and operations.

D. This Agreement provides for the terms and conditions on which the Project may proceed.

NOW THEREFORE, in consideration of the foregoing Preliminary Statement and other good and

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valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. PROJECT PLANS AND SPECIFICATIONS

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings, and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or FCEN or their respective representatives. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at FCEN's election, to the review and approval of FCEN and its appointed engineer. Such plans, specifications and drawings, as prepared or approved by FCEN, are referred to as the "Plans," and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by FCEN as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of FCEN Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, FCEN signifies only that such Plans and improvements constructed in accordance with such Plans satisfy FCEN's requirements. FCEN expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability, or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 FCEN Work. Subject to timely payment of Expenses, as defined in Section 4, FCEN shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that FCEN shall provide all services that FCEN deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and FCEN's contractual obligations, including, but not limited to, FCEN's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense, subject to reimbursement as provided for herein.

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- 2.3 Conduct of Work. FCEN shall commence its work under this Agreement following: (i) delivery to FCEN of a notice to proceed from Agency; (ii) payment of Expenses Paid Up Front (as provided by Section 4) as required by FCEN prior to the commencement of work by FCEN; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to FCEN, as required by Section 9. The initiation of any services by FCEN pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by FCEN or on FCEN property shall conclude no later than **12/31/2027** unless the parties mutually agree to extend such date.

3. SPECIAL PROVISIONS

Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third-party Contractor, such Contractor shall execute and deliver to FCEN Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

- 4.1 Expenses Paid Up Front and Expenses Paid In Arrears (collectively, the “Expenses”). Agency shall reimburse FCEN for all Expenses incurred by FCEN in connection with the Project, as may be reflected on Exhibit D, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to FCEN’s consultants and subcontractors, and (6) FCEN labor in connection with the Project, together with FCEN labor overhead percentages established by FCEN pursuant to applicable law. Expenses shall also include expenses incurred by FCEN prior to the date of this Agreement to the extent identified by the Initial Estimate provided pursuant to Section 4.2.
- 4.2 Initial Estimate. FCEN has estimated the total Expenses Paid Up Front for the Project as shown on Exhibit D (the “**Initial Estimate**,” as amended or revised). In the event FCEN anticipates that actual expenses for items included in the Expenses Paid Up Front for the Project may exceed such Initial Estimate, it shall provide Agency with the revised Initial Estimate of the total Expenses Paid Up Front, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Expenses Paid Up Front of such revised Initial Estimate. FCEN may elect, by delivery of notice

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to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

- 4.3.1 Agency shall pay FCEN for Expenses Paid Up Front in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule," as revised pursuant to Section 4.2). FCEN agrees to submit invoices to Agency for Expenses Paid In Arrears and Agency shall remit payment to FCEN for Expenses Paid In Arrears at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, FCEN shall submit to Agency a final invoice that reconciles the total Expenses incurred by FCEN against the total payments received from Agency. Agency shall pay to FCEN the amount by which Expenses exceed total payments received by FCEN as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by FCEN from Agency exceed the Expenses, FCEN shall remit such excess to Agency within thirty (30) days following delivery of such invoice to Agency.
- 4.3.3 In the event that Agency fails to pay FCEN any sums when due FCEN under this Agreement: (i) Agency shall pay FCEN interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) FCEN may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from FCEN shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to FCEN shall be made by certified check and mailed to the following address or such other address as designated by FCEN's notice to Agency:

FLORIDA CENTRAL RAILROAD
P.O. BOX 967
PLYMOUTH FL 32768

- 4.4 Effect of Termination. Agency's obligation to pay to FCEN all Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

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ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

5. APPROPRIATIONS

Agency represents to FCEN that: (i) Agency has appropriated funds sufficient to reimburse FCEN for the Expenses Paid Up Front encompassed by the Initial Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Expenses Paid In Arrears encompassed on invoices subsequently submitted to Agency; and (iii) Agency shall promptly notify FCEN in the event that Agency is unable to obtain such appropriations, at which time FCEN may invoke any remedy available to it under Section 4.3.3 herein, or any other remedy available at law or in equity.

6. EASEMENTS AND LICENSES

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction. Agency, its affiliates and contractors shall not access and cross FCEN's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings currently existing), until such time as the road crossing surface is in place and only to construct approaches. The new roadway crossing is barred as ingress/egress for any use including construction of the Project outside of FCEN limits until such time as the crossing is open to the general public. To that end FCEN shall install temporary barriers along both sides of entire length of concrete crossing at the sole cost and expense of Agency.

7. PERMITS

At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to FCEN.

8. TERMINATION

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to FCEN. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of FCEN's default or termination of this Agreement or Work on the Project by either party.

8.2 By FCEN. In addition to the other rights and remedies available to FCEN under this Agreement, FCEN may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by FCEN to Agency.

Proposed New Roadway Crossing to be
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#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse FCEN pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by FCEN to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning FCEN's property to its former condition, and all Expenses of FCEN incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay FCEN for Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, FCEN's only remaining obligation to Agency shall be to refund to Agency payments made to FCEN in excess of Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with FCEN's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by FCEN's Risk Management Department.

10. OWNERSHIP AND MAINTENANCE

At Grade Crossings

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to FCEN's satisfaction at all roadway rail crossings. In the event Agency fails to do so after reasonable notice from FCEN (unless an emergency condition exists or is imminent in the opinion of FCEN that requires immediate action), FCEN may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By FCEN. FCEN shall maintain and repair or replace the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification, or expansion of the Project, without the prior written approval of FCEN, which may be withheld for

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County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

any reason, and the execution of such agreements as FCEN may require. FCEN may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by FCEN with respect to the removal and restoration of the crossing in connection with such alteration.

Other Improvements

- 10.4 By Agency. Other than as provided for in Section 10.2, Agency shall, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from FCEN (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of FCEN that requires immediate action), FCEN may perform such maintenance and repair, at Agency's sole cost and expense. All railroad signal improvements made shall become the property of FCEN.
- 10.5 Alterations. Agency shall not undertake any alteration, modification, or expansion of the Project, without the prior approval of FCEN, which may be withheld for any reason, and the execution of such agreements as FCEN may require. This Agreement does not authorize any occupations above or below FCEN property that may be proposed outside of the Plans; including but not limited to gas lines, fiber optic cable, powerlines, water, and sewer lines.

11. INDEMNIFICATION

- 11.1 Generally. To the extent provided in Section 768, Florida Statutes, and without waiving its sovereign immunity protections or the provisions of such Florida Statute 768.28, Agency shall indemnify, defend, and hold FCEN and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FCEN, its affiliates, Agency or its employees), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FCEN, its affiliates, Agency or its employees, and environmental damages and any related remediation brought or recovered against FCEN and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of Agency, and its respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FCEN's property. Additionally, Agency shall require its Contractor to indemnify, defend, and hold FCEN and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any

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County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

injury to or death to any person(s) (including, but not limited to the employees of FCEN, its affiliates, or employees of Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FCEN, its affiliates, Contractor, and environmental damages and any related remediation brought or recovered against FCEN and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of Contractor, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FCEN's property. The foregoing indemnification obligations shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold FCEN and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "FCEN Affiliates." For the purpose of this Section 11, FCEN's affiliates include Regional Rail LLC and all entities, directly or indirectly, owned or controlled by or under common control of FCEN or Regional Rail LLC and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify FCEN promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of FCEN. Except as otherwise provided by this Agreement, FCEN shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of FCEN to prohibit Agency or its Contractors or anyone from entering FCEN's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

13. “ENTIRE AGREEMENT”

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

FCEN may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by FCEN and the assumption of FCEN’s assignee of FCEN’s obligations under this Agreement, FCEN shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without FCEN’s prior consent, which consent may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to FCEN: Florida Central Railroad Company, LLC
Director Project Management
PO Box 967
Plymouth, Florida 32768

If to Agency: Orange County, Florida
Director, Public Works Dept.
4200 South John Young Parkway
Orlando, Florida 32839-9205

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County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

17. SEVERABILITY

The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Orange County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Orange County, Florida.

19. EFFECTIVE DATE

This Agreement shall become effective on the date which FCEN and the Agency have executed this Agreement, the Construction Agreement and they are both approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Public Works Engineering Division as may be appropriate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

FLORIDA CENTRAL RAILROAD COMPANY, LLC

By: _____
Karen Kuivinen

Title: _____

Date: _____

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County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print name: _____

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT A

ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. The construction of a new 4-lane divided urban roadway to connect existing All American Blvd. at Forrest City Rd. to the existing intersection of Clarcona-Ocoee Rd. and Edgewater Dr. The project also includes improvements along Edgewater Dr and Clarcona-Ocoee Rd. A new railroad crossing will be installed as part of this project and work will occur within the vicinity of the existing railroad crossing along Edgewater Dr. Drainage improvements include a storm sewer system, three new ponds, and the construction of a concrete box culvert with riprap where the proposed roadway crosses the Wekiva Canal. Other structural elements include gravity and screen wall along with new mast arms at Edgewater Dr. Other project elements are: Signing and Pavements Marking, Signalization, ITS and Landscaping. OCU Removal and replacement of 08-inch DI Water main, 6-inch PVC FM, and 16-inch Jack & Bore across railroad right of way.
 - 2. Provide 2 week look ahead schedule of work.
 - 3. Maintenance of Traffic
- B. FCEN shall perform or cause to be performed at Agency Sole cost and expense:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of FCEN.
 - 5. Installation of concrete tub crossing.
 - 6. Repairs to existing Edgewater concrete surface.
 - 7. Installation of Railroad Signal devices.
 - 8. Temporary relocation of existing railroad signals Edgewater.
 - 9. Oversee relocation of existing advertising billboard.

Edgewater work as proposed in Plan sheets excerpt known as Edgewater Phase:

- C. Work
 - 1. Intersection improvements at Edgewater and new All-American Boulevard, west of FCEN right of way.
 - 2. Adding turn lane from Clarcona-Ocoee onto Edgewater toward railroad.
 - 3. Median changes. Neither of which have any physical changes in FCEN right of way.
 - 4. East of FCEN right of way, roadway widening to accommodate the All-American Boulevard northbound turn lane, and extension of median. These improvements will not impact the railroad crossing.

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#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

D. Phases

1. Temporary gate installed in median on western side of tracks for future traffic shift.
2. Traffic shift, Phase 1 temporary gate operational. Remove existing median gate on eastern side of tracks.
3. Traffic shift back to normal pattern. New median gate on eastern side of tracks. Phase 1 temporary gate to be removed.
4. New permanent median gate to be operational. Remove and replace other westbound gate. Traffic shift will only limit the amount of westbound lanes to allow for signal construction.

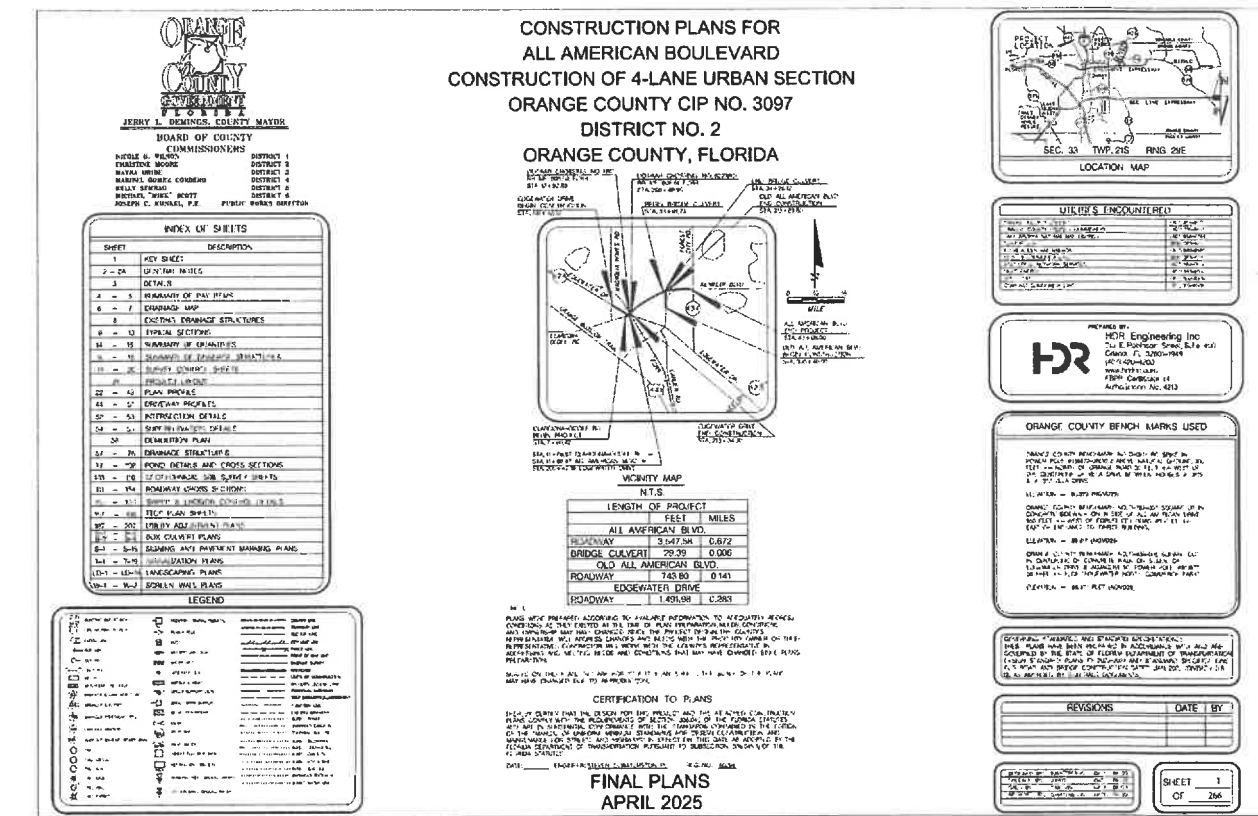
Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications, and drawings have been submitted by Agency to FCEN for its review and approval:



INDEX OF TECHNICAL SPECIFICATIONS

TP 101	Mobilization
TP 102	MOT
TP 104	Prevention, Control and Abatement of Erosion and Water Pollution
TP 105	Contractor Quality Control

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Crossing of Edgewater Drive, # 622396Y.

TP 110	Clearing and Grubbing
TP 120	Excavation, Embankment and Grading
TP 125	Excavation for Structures and Pipe
TP 160	Stabilized Subgrade
TP 270	Soil Cement Base
TP 285	Asphalt Base Course
TP 327	Milling of Existing Asphalt Pavement
TP 334	Superpave Asphaltic Concrete Pavement
TP 337	Superpave Asphaltic Concrete Friction Course
TP 339	Miscellaneous Asphalt Pavement
TP 400	Concrete Structures
TP 415	Reinforcing Steel
TP 425	Inlets Manholes Junction Boxes
TP 430	Pipe Culverts and Storm Sewers
TP 450	Precast Prestressed Concrete Construction
TP 455	Piling
TP 458	Bridge Deck Joints
TP 515	Pipe Guiderail
TP 520	Concrete Gutter, Curb Elements and Traffic Separator
TP 521	Concrete Barriers, Traffic Railing Barriers, and Parapets
TP 522	Concrete Sidewalks, 4" thickness; Concrete Driveways, 6" thickness
TP 524	Concrete Ditch and Slope Pavement
TP 527	Detectable Warnings on Walking Surfaces
TP 530	Riprap Rubble
TP 536	Guardrail
TP 550	Fencing
TP 570	Performance Turf
TP 580	Landscaping
TP 603	Signalization
TP 641	Precast Prestressed Concrete Pole Removal
TP 700	Highway Signing
TP 705	Object Markers and Delineators
TP 706	Raised Retroreflective Pavement Markers and Bit Adhesive
TP 710	Painted Pavement Markings
TP 711	Thermoplastic Traffic Stripes and Markings
TP 740	Wall (F&I) (Block)
TP 900-1	As Built Plans
TP 900-2	Indemnification
TP 900-3	Groundwater Treatment Disposal

Proposed New Roadway Crossing to be
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County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT C

FCEN SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“FCEN” shall mean Florida Central Railroad Company, LLC, its successors and assigns.

“FCEN Representative” shall mean the authorized representative of Florida Central Railroad Company, LLC.

“Agreement” shall mean the Construction Agreement between FCEN and Agency, as amended from time to time.

“Agency” shall mean Orange County, Florida.

“Agency Representative” shall mean the authorized representative of Orange County, Florida.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF FCEN ENGINEER

The FCEN Representative shall have final authority in all matters affecting the safe maintenance of FCEN operations and FCEN property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with FCEN operations and FCEN property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH FCEN OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with FCEN operations, including train, signal, telephone and telegraphic services, or damage to FCEN’s property, or to poles, wires, and other facilities of tenants on FCEN’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or FCEN Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the FCEN Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

C-1

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or FCEN's property, Agency or its Contractor shall make such provision. If the FCEN Representative determines that such provision is insufficient, FCEN may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on FCEN Property or right of way until it has complied with the following conditions:

- A. Notify FCEN in writing of the date that it intends to commence Work on the Project. Such notice must be received by FCEN at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on FCEN property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the FCEN Representative to begin Work on FCEN property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from FCEN the names, addresses and telephone numbers of FCEN's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party billboard) on FCEN property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of FCEN or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either FCEN or Agency, but must be approved by both FCEN and Agency. Agency or Contractor shall be responsible for arranging for the relocation of third-party systems, at no cost or expense to FCEN.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with FCEN for such changes to be accomplished at the

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

Agency or Contractor's expense.

C-2

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access on, over or across FCEN property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of FCEN and shall execute a license agreement or right of entry satisfactory to FCEN, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross FCEN's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with FCEN for accomplishing stage construction involving work by FCEN. In arranging its schedule, Agency or Contractor shall ascertain, from FCEN, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against FCEN for hindrance or delay caused by railroad traffic; work done by FCEN or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried out to the best advantage.
- D. Agency and Contractor understand and agree that FCEN does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against FCEN for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

C-3

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on FCEN's property or where they may potentially interfere with FCEN's operations unless Agency or Contractor has received FCEN Representative's prior written permission. Agency and Contractor understand and agree that FCEN will not be liable for any damage to such materials and equipment from any cause and that FCEN may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on FCEN property shall be subject to FCEN's inspection and approval.
2. Construction work on FCEN property shall be in accord with FCEN's written outline of specific conditions and with these Special Provisions.

B. Blasting

1. Agency or Contractor shall obtain FCEN Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to FCEN property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from the operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of FCEN. At least 14 days' advance notice to FCEN Representative is required to arrange for the presence of an authorized FCEN representative and any flagging that FCEN may require.

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

C-4

- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to FCEN's property resulting from the blasting, as directed by FCEN Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on FCEN property.

2. FCEN Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO FCEN TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. FCEN has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by FCEN, or over tracks.
- B. Agency shall reimburse FCEN directly for all Expenses of flagging that is required on account of construction within FCEN property shown in the Plans, or that is covered by

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

an approved plan revision, supplemental agreement or change order.

C-5

- C. Agency or Contractor shall give a minimum of 14 days' advance notice to FCEN Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for FCEN to advertise a flagging job for bid, it may take up to 21 days to obtain this service, and FCEN shall not be liable for the cost of delays attributable to obtaining such service.
- D. FCEN shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of FCEN Representative, such inspection may be necessary. Agency shall reimburse FCEN for the expenses incurred by FCEN for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. FCEN shall render invoices for, and Agency shall pay for, the then current rate of the flag persons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Initial Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between FCEN and its employees, or if the tax rates on labor are changed, bills will be rendered by FCEN and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON FCEN PROPERTY

Agency shall arrange, upon approval from FCEN, to have any utility facilities on or over FCEN Property changed as may be necessary to provide clearances for the proposed work.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from FCEN's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave FCEN Property in neat condition, satisfactory to FCEN Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) FCEN may require Agency and/or Contractor to vacate FCEN Property; (b) FCEN may withhold monies due Agency and/or Contractor; (c) FCEN may require Agency to withhold monies due Contractor; and (d) FCEN may cure such failure and the Agency shall

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

reimburse FCEN for the cost of curing such failure.

C-6

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT D

INITIAL ESTIMATE

(includes Expenses Paid Upfront (attached) and Expenses Paid in Arrears (described))

Expenses Paid Upfront:

42" H barriers to protect concrete crossing	\$35,000.00
Installation of 175.5' of concrete tub	\$366,460.00
Engineering reimbursement as of 8/1/2024	\$6,945.00
Installation of new railroad signal system	\$850,677.00
Phase work at Edgewater Dr. per A-1	\$165,000.00
Total	\$1,424,082.00

Expenses Paid In Arrears:

Repair to Edgewater Dr. Approach and Concrete Surface	TBD as needed.
Inspections	\$500/day
Flagging	\$1665/day plus overtime
Internal Labor Expenses	\$TBD
ROE for Contractor	\$TBD
Unanticipated Expenses	\$TBD

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT E

PAYMENT SCHEDULE

Expenses Paid Up Front

Upon execution of this Agreement and the License Agreement, and delivery of notice to proceed from Agency to FCEN for the Project, Agency will deposit with FCEN a sum equal to the current estimate of the Expenses Paid Up Front, as shown by the Initial Estimate (Exhibit D). If FCEN anticipates that it may incur any expenses for items included in the Expenses Paid Up Front in excess of the deposited amount, FCEN will request an additional deposit equal to the estimated additional costs for items included in the Expenses Paid Up Front which FCEN estimates that it will incur. FCEN shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency. FCEN may, at its option, cease work on the Project if Agency does not pay the additional deposit to FCEN within the time period specified in this Exhibit E, until said additional deposit is paid in full to FCEN.

Expenses Paid In Arrears

Notwithstanding anything to the contrary set forth in this Agreement, Agency shall pay FCEN in arrears for its Expenses Paid In Arrears, rather than in advance, as reflected on Exhibit D, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree in writing. Accordingly, Agency shall remit payment to FCEN for its Expenses Paid In Arrears within thirty (30) days following delivery to Agency of an invoice for Expenses Paid In Arrears.

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

EXHIBIT F

INSURANCE REQUIREMENTS

INSURANCE POLICIES Agency and Contractor, if and to the extent that either is performing work on or about FCEN's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name FCEN as an additional named insured, with a waiver of subrogation against FCEN, and issuance of endorsement CG 2417.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against FCEN and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name FCEN as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000, combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. Florida Central Railroad Company, LLC, must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and.
 - f. Authorized endorsements may include:
 - i. Broad Form Nuclear Exclusion - IL 00 21
 - ii. 30-day Advance Notice of Non-renewal or cancellation

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

- iii. Required State Cancellation Endorsement
 - iv. Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
- i. A Pollution Exclusion Endorsement Except CG 28 31
 - ii. A Punitive or Exemplary Damages Exclusion
 - iii. A "Common Policy Conditions" Endorsement
 - iv. Any endorsement that is not named in Section 4 (e) or (f) above.
 - v. Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The FCEN OP number or FCEN contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as FCEN may require.
8. Agency is granted permission to maintain a self-insurance program or captive insurance program in lieu of the requirements listed above. It is understood that the Agency cannot name any third-party as an additional insured on either program without prior approval. Nothing contained herein shall constitute a waiver of any statutory tort liability limitations.

Proposed New Roadway Crossing to be
Known as All American Blvd DOT
#926115E Over FCEN, Orlando, Orange
County, Florida in Vicinity of FCEN Milepost
ST 808.58 with Additional Work at Adjoining
Crossing of Edgewater Drive, # 622396Y.

FCEN OP NUMBER [INSERT OP#]

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of Florida Central Railroad Company, LLC (“FCEN”) and to induce FCEN to permit Contractor on or about FCEN’s property for the purposes of performing work in accordance with the Construction Agreement dated _____, 2025, between Orange County, Florida and FCEN, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

