PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into this _____ day of _____, 2026, by and between the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes, hereinafter referred to as the TPO, and _____, hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreement hereinafter contained, the TPO hereby retains the CONSULTANT, and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the CONSULTANT to TPO shall be identified in Work Orders and performed to current professional standards of the applicable discipline. Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the CONSULTANT. A Work Order shall not give rise to any contractual rights until approved by the TPO in the form of a written Notice to Proceed signed by the TPO Executive Director or other authorized representative of the TPO. The written Notice to Proceed and specific Work Order, as approved by the TPO, shall constitute an addendum to this agreement.

SECTION II - TPO OBLIGATIONS

The TPO shall make available to the CONSULTANT, upon request, any data available in the TPO's files pertaining to the work to be performed under this Agreement.

SECTION III - PROFESSIONAL SERVICES

Upon receipt of the Notice to Proceed, CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order, and in accordance with current accepted

professional standards and practices currently used or in effect in East Central Florida and acceptable to the Florida Department of Transportation. The CONSULTANT warrants the adequacy and constructability of any plans or specifications provided under this Agreement and Work Orders, and agrees to immediately correct any errors and omissions which may be required within thirty (30) calendar days of notice by the TPO, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur, because the plans/specifications were found defective at no cost to the TPO. This remedy shall be cumulative to all other remedies available under law.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain an adequate staff of qualified personnel.

B. Ensure that plans meet all current federal, state, TPO, and local laws, rules, ordinances, and other governmental requirements applicable to the work.

C. Cooperate fully with the TPO in the scheduling and coordination of all phases of the work.

D. Cooperate and coordinate with other TPO consultants, as directed by the TPO.

E. Report the status of the work to the TPO upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the TPO or its authorized agent at any time.

F. Submit for TPO review design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be specified in the applicable Work Order. Submit for TPO approval the final work product upon incorporation of any modifications requested by the TPO during any previous review. Any TPO approval of the CONSULTANT'S plans, design or specifications shall not be deemed to diminish the CONSULTANT'S warranty or obligations set forth.

G. Confer with the TPO during the further development and implementation

of improvements for which the CONSULTANT has provided design or other services.

H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost within thirty (30) calendar days of notice by the TPO, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from the TPO subsequent to the execution of the Agreement and shall be completed within the time stated in the Work Order.

As additional consideration for this Agreement, the CONSULTANT agrees that a reasonable extension of time shall be granted by and at the discretion of the TPO in the event there is a delay on the part of the TPO in fulfilling its part of the Agreement or should weather conditions, acts of God or hidden conditions delay performance of the CONSULTANT's duties, and such. Extensions of time shall be the sole remedy for the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

SECTION V - COMPENSATION

The TPO agrees to pay, and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Work Order:

A. Hourly Rate - the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment "A") for each hour engaged directly in the work.

B. Lump Sum Fee - The fee for any requested portion of work may, at the option of the TPO, be a lump sum mutually agreed upon by the TPO and

the CONSULTANT and stated in the written Work Order.

C. Reimbursable Expenses - The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for planning services, provided such expenditures are previously authorized by the TPO in an approved Work Order. Upon receipt of satisfactory backup materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses shall include, unless stated otherwise in the work order:

1. Expenses for document reproduction or other incidental expenses on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside the TPO limits, on a direct cost basis subject to limits as allowed by law. Justified and reasonable travel expenses which are directly and exclusively related to this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, provided that TPO approval is obtained prior to incurring the expense. For the purpose of computing travel expenses, the CONSULTANT's place of business shall be utilized for computation of all travel expenses. Mileage shall only be charged, if at all, for trips in excess of 10 miles one way, with mileage to be computed based on a reasonably direct route taken to the destination by the mode of transportation employed.
3. Routine expenses such as local phone calls, routine postage of under $1, local (East Central Florida area) travel expenses, word processing, and clerical or secretarial services are overhead and will not be separately compensated. Postage charges will be billed, if at all, at the amount charged by the U.S. Post Office. Postage will be charged only if the cost is $1 or over for mailing. If a courier is utilized, courier charges will be billed at the amount charged by the Contractor's courier. Photographic copies will be billed at the standard rate charged to other clients of the CONSULTANT but in

no event shall this rate exceed .15 cents per page for black and white copies or $1.00 per page for color. Charges for facsimile transmissions or use of computers or CAD systems will not be made. Long distance calls will be billed at the rate charged by the CONSULTANT's long-distance carrier.

4. When reimbursement is sought, a copy of the invoice shall be submitted to the TPO. The invoice must specify the charge made, who or what company made the charge, the date of the charge, what the charge was for, and that it is related to this Agreement, specifying the particular task under this Agreement.

D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates (Attachment A) provided for herein to apply on the anniversary date of this Agreement. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the TPO. Any proposed change in rates by the CONSULTANT shall be subject to the prior approval of the TPO. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section XVIII should the proposed rates or fees not be mutually acceptable.

E. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an update or change to the position classifications, personnel and staffing provided in Attachment A. These changes will apply on the Anniversary date of this Agreement. Any proposed change in personnel and staffing by the CONSULTANT shall be subject to the prior approval of the TPO.

In the event of unanticipated staffing changes by the CONSULTANT prior to the anniversary date of this Agreement, the CONSULTANT shall provide a written request to the TPO Executive Director or his designee requesting a staffing and/or associated rate change. These changes will apply upon approval of the TPO Executive Director or his designee. In the event the CONSULTANT’s requested changes are not mutually

acceptable to either party, this Agreement may be terminated by either party in accordance with Section XVIII.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the TPO's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the TPO shall make payments or partial payments to the CONSULTANT for all authorized work performed in accordance with the Florida Prompt Payment Act, Florida Statues section 218.70, et seq. A payment schedule shall be determined in each work order.

A. The CONSULTANT shall submit signed invoices to the TPO.

B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work and must reference the particular Work Order which authorized the services performed. The invoice shall be accompanied by copies of invoices for reimbursable expenses.

C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "A". The TPO shall be billed on a per hour basis, and in the bill, each individual action taken or task performed by the CONSULTANT that is billed shall be accounted for in tenths of an hour with an explanation of the individual work task performed, including but not limited to individual telephone calls, preparation or editing/revision of letters, research, preparation or editing/revision of reports, preparation of drawings, *etc.* Premium rates will *not* be paid for overtime work. Each billing shall include the date that the service was performed, a brief description of the service provided, who performed it, the billing rate of the person performing the service, the amount of time taken to perform the service in tenths of an hour, and the dollar amount charged for reimbursement. For example:

Feb. 2nd: John Doe, Draft letter to Georganna Gillette – re: traffic counts on SR-520 – rate: $100/hour – time spent: .2 – amount: $20.00

Copies of all invoices paid by the CONSULTANT for expenses shall be included with the CONSULTANT's invoice.

D. Sales Tax. The TPO is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONSULTANT, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TPO. The CONSULTANT shall not use the TPO's exemption number in securing such materials. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the TPO. The CONSULTANT shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

E. The CONSULTANT shall not pledge the TPO's credit or make the TPO a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

SECTION VII - SCHEDULE OF WORK

The TPO shall have the sole right to determine which units or sections of the work the CONSULTANT shall proceed and in what order. Should a Work Order revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revisions for review and, if warranted, approval by the TPO in writing prior to commencing the revision. CONSULTANT waives any right to make a claim based upon a revision if such notice was not provided.

SECTION VIII - RIGHT OF APPEAL

CONSULTANT shall perform services according to current reasonable professional standards and practices and to the reasonable requirements of the TPO.

The TPO staff shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the TPO, within ten (10) days after determination by the TPO staff, the CONSULTANT shall present any such objections in writing to the TPO Chairman and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the TPO Board, the TPO Technical Advisory Committee and the TPO Citizens Advisory Committee for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX – RECORDS/PUBLIC RECORDS

A. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONSULTANT related, directly or indirectly, to this Agreement, or any Work Order, hereunder, shall be deemed to be a “Public Record” as defined by Chapter 119, Florida Statutes, whether in the possession or control of the TPO or the CONSULTANT or a Subconsultant. Said Public Record is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the TPO’s Operations Manager. Because certain of the PUBLIC RECORDS may be exempt from disclosure or confidential under Florida or Federal law, the Public Records may not be released for viewing or copying by the CONSULTANT, or the CONSULTANT’s employees or agents or subconsultants, if any, without the prior approval of the TPO Operations Manager. However, when a request is made by the public for a public record, the CONSULTANT shall immediately contact the TPO’s Operations Manager for direction on how to handle release of the Public Record for either viewing or copying. The goal shall be compliance with the open records concepts of Chapter 119, Florida

Statutes.

Upon request by a citizen requesting records, the CONSULTANT shall immediately supply copies of said non-exempt or non-confidential Public Records to the citizen requesting records or other individual authorized by the TPO. Upon request by the TPO, the CONSULTANT shall immediately supply copies of any and all Public Records to the TPO. All books, cards, registers, receipts, documents and other papers in connection with this Agreement and approved Work Orders shall at any and all reasonable times during the normal working hours of the CONSULTANT be open and freely exhibited to the TPO for the purpose of examination and/or audit.

Upon request by the TPO, the CONSULTANT shall supply copies of said Public Records to the TPO or another individual authorized by the TPO. All books, cards, registers, receipts, documents and other papers in connection with this Agreement and approved Work Orders shall at any and all reasonable times during the normal working hours of the CONSULTANT be open and freely exhibited to the TPO for the purpose of examination and/or audit.

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 (321) 690-6890 OR TPOSTAFF@BREVARDFL.GOV, and SPACE COAST TRANSPORTATION PLANNING ORGANIZATION, BREVARD COUNTY GOVERNMENTAL CENTER, 2725 JUDGE FRAN JAMIESON WAY, BUILDING B, VIERA, FL 32940.

The CONSULTANT must comply with public records laws, specifically to:

1. Keep and maintain public records required by the TPO to perform the service.
2. Upon request from the TPO'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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.

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

B. The CONSULTANT shall maintain all Public Records, including records of accounts between the TPO and the CONSULTANT of the CONSULTANT'S expenses or any items upon which a request for reimbursement shall be based pursuant to this Agreement in accordance with generally accepted accounting practices and available for inspection by the TPO or its authorized representative at all reasonable times.

C. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the TPO, under this Agreement shall be subject to copyright or patent by the CONSULTANT in the United States or any other Country.

SECTION X - OWNERSHIP OF DOCUMENTS/PUBLIC RECORDS

The TPO and the CONSULTANT agree that upon payment of compensation due to the CONSULTANT under this Agreement and all approved Work Orders by the TPO for a particular plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document,

model, recommendation, photograph, video or audio recording, other instrument, or otherwise, said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by, as result of, or pursuant to this Agreement with or by the CONSULTANT or subconsultant in the performance of the Agreement or Work Order, shall be the sole property of the TPO, and the TPO is vested with all rights of ownership therein. The CONSULTANT waives all rights of copyright, or patent, in said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by the CONSULTANT in the performance of this Agreement or Work Order, and hereby assigns and conveys the same to the TPO whether in the possession or control of the CONSULTANT or not.

Upon request of the TPO, any copyright rights, patent rights, or visual artists rights pursuant to 17 U.S.C. §106A, shall be assigned to the TPO for minimal compensation of $10.00. This provision shall survive the termination of this Agreement.

SECTION XI - REUSE OF DOCUMENTS

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the TPO without express written permission from the TPO; provided, that the TPO shall not be liable for any injuries, damages, or losses for reuse of data or work products. Any plans which the consultant provides under this Agreement or Work Orders shall contain a statement that they are subject to reuse in accordance with the provisions of Florida Statute Section 287.055. The TPO may reuse data or work products developed by the CONSULTANT for the TPO without express written permission from the CONSULTANT; provided, that the CONSULTANT shall not be liable for any injuries, damages, or losses for reuse of data or work products without the express permission of the CONSULTANT. Any plans which the CONSULTANT provides under this Agreement or Work Orders shall contain a statement that they are

subject to reuse in accordance with the provisions of Florida Statute Section 287.055.

SECTION XII - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the TPO shall be considered delivered when posted by the United States Postal Service (USPS) or delivered in person to:

Mrs. Georganna Gillette
TPO Executive Director
2725 Judge Fran Jamieson Way, Building B
Viera, FL 32940

The foregoing name or address may be unilaterally changed by the TPO by giving notice as provided herein to the CONSULTANT.

Any notices, reports or other communications from the TPO to the CONSULTANT shall be considered delivered when posted by the USPS to the CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative. The CONSULTANT's name or address may be unilaterally changed by the CONSULTANT by giving notice as provided herein to the TPO.

SECTION XIII - AUDIT RIGHTS

The TPO reserves the right to audit the records of the CONSULTANT related to this Agreement and approved Work Orders at any time during the prosecution of the work included herein and for a period of five years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TPO as may be requested by the TPO solely at the cost of reproduction.

SECTION XIV - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement or approved Work Orders without the written approval of the TPO. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialties) of the work to be inserted in the

pertinent documents or data. In the event of any subcontracting, assignment, or transfer of work hereunder approved by the TPO, the assignee, transferee, or subcontractor shall be bound to all provisions of this Agreement to the same extent as the CONSULTANT had the assignment, transfer, or subcontracting not been approved by the TPO. At the option of the TPO, work under this Agreement shall be subcontracted, assigned, or transferred to _____, and thereupon the staff of classification of staff identified in Attachment “A” of this Agreement, or other workers of said subcontractor, assignee, or transferee, any of whom are acceptable to the TPO, working on behalf of said subcontractor, assignee, or transferee shall undertake the described work of the approved Work Order. Said option may be exercised by the TPO at anytime hereunder.

SECTION XV - UNAUTHORIZED ALIEN WORKERS

The TPO will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act “INA”.) of the Immigration Nationality Act ("INA"). The TPO shall consider a violation of the INA as grounds for unilateral cancellation of this Agreement by the TPO.

SECTION XVI - ATTORNEY'S FEES

In the event any action is taken to enforce the terms of this Agreement or any Work Orders under this Agreement, each party shall bear its own attorney's fees and costs and any trial shall be non-jury. The CONSULTANT hereby waives any right to a jury trial on any matter litigated and arising from this Agreement, data or information furnished by the TPO as a part of work production by the CONSULTANT, or work provided pursuant to this Agreement.

SECTION XVII - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee,

any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the TPO shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XVIII- TERMINATION/MODIFICATION OF AGREEMENT

A. The TPO may terminate this Agreement for any reason upon thirty (30) days written notice. The CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice, and the TPO shall pay the CONSULTANT for work completed to the date of termination; provided, that a billing consistent with Section VI of this Agreement is first provided by the CONSULTANT. The TPO reserves the right and is hereby granted the right to direct the CONSULTANT to complete any outstanding approved Work Order.

B. In the event of termination by the TPO, the TPO's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the TPO up to the time of termination after submission of a billing consistent with Section VI of this Agreement is first provided by the CONSULTANT. In the event of such termination, the TPO may, without penalty or other obligation to the CONSULTANT, elect to employ other people to perform the same or similar services.

C. The terms of this Agreement may be modified upon the mutual agreement of the CONSULTANT and the TPO as confirmed in writing.

D. In the event that the CONSULTANT changes its name, merges with

another company, becomes a subsidiary or makes other substantial change in structure or in the following principles or project managers, the TPO reserves the right to terminate this Agreement subject to the terms prescribed above.

E. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the TPO in connection with this Agreement, of which the TPO will have full ownership thereof. The CONSULTANT shall retain copies of such documents for record purposes.

SECTION XIX- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years with an initial effective date of February 16, 2026, although actual completion of the services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's five-year effective term and shall be compensated in accordance with Section IV hereof. Under no circumstances shall this Agreement extend beyond February 28, 2032.

SECTION XX - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the TPO may declare the CONSULTANT in default by written notification. In the event partial payment has been made for professional services not completed or defectively performed, the CONSULTANT shall return any sums due to the TPO as a result of the CONSULTANT's default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services which have been performed at the time the TPO declares a default. The TPO shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the TPO to finish the work to the extent that the TPO does not incur additional costs over those set forth in the CONSULTANT’s canceled

Work Order.

SECTION XXI - INDEMNIFICATION & INSURANCE

A. Types of insurance. The CONSULTANT shall provide the following described insurance policies. The CONSULTANT shall provide and maintain, at all times during the term of the Agreement, without cost or expense to the TPO, policies of insurance generally known as comprehensive general liability insurance, (to include products and completed operations) and professional liability insurance and auto liability insurance. These insurance policies shall cover the CONSULTANT for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT.

Insurance shall be provided as follows:

1. Workers' compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident, or as required from time to time by Federal and State law, whichever amount shall be higher.

2. Comprehensive commercial general liability insurance with limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability and independent contractor's liability.

3. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by the CONSULTANT, its employees and agents, contractors, and sub-subconsultants, if any, all with personal protection insurance and property protection insurance to comply with the provisions of state law, with minimum limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence for bodily injury and property damage. The foregoing reference to sub-consultants shall not be interpreted as permission to utilize the same.

4. Professional Liability Insurance with limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence of negligence or intentional

misconduct for acts of professional liability or malpractice related to this Agreement. Professional Liability Insurance, if written on a "claims made" basis, shall further be maintained for four [4] years after the term of this Agreement. This Section XXI as it relates to the foregoing sub-paragraph 4. shall survive the termination of this Agreement.

In the event that the CONSULTANT shall fail to comply with the requirement of insurance provision, the TPO is authorized, but in no event shall be obligated, to purchase such insurance, and the TPO may bill the CONSULTANT or deduct the cost of the aforesaid insurance from the billings to the TPO by the CONSULTANT. The CONSULTANT shall immediately forward (within thirty (30) days of the receipt of an invoice from the TPO) funds to the TPO in full payment for said insurance. Failure to pay as provided shall be subject to the charge of interest at the then highest legal rate permitted by law. It is expressly agreed that neither the provision of the insurance referred to the TPO nor the TPO's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage.

B. Insurance Administration:

1. Occurrence basis. All policies, except professional liability insurance and workers' compensation, shall be written on an occurrence and not a claims-made basis.

2. Coverage amounts. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

3. Additional insured. All policies, except for workers' compensation and professional liability policies, shall name the TPO as an "additional insured." Each policy which is to be endorsed to add the TPO as an additional insured, shall contain cross-liability wording as follows:

> "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

4. Evidence of insurance. Copies of all insurance policies with the terms/endorsements and designations of “additional insured” are required by this Agreement for each insurance policy required to be obtained by the CONSULTANT in compliance with this section, along with written evidence of payment of required premiums, shall be filed and continuously maintained with the TPO during the term of Agreement hereunder and prior to commencement of all projects, tasks, or work hereunder. The CONSULTANT shall immediately advise the TPO of any claim or litigation that may result in liability to the TPO.

5. Cancellation of policies of insurance. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

> "At least thirty (30) days prior, written notice shall be given to the Space Coast Transportation Planning Organization, or successor hereof, by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same."

6. Insurance companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A+, with a financial quality of VII, or better by A.M. Best Company.

7. Deductibles. All insurance policies may be written with deductibles, not to exceed Twenty-Five Thousand Dollars ($25,000) unless approved in advance by the TPO. The CONSULTANT agrees to indemnify and save harmless the TPO from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

8. Subcontractors. The CONSULTANT shall require that each and every one of its sub-contractors and their sub-subcontractors, who perform work related to this Agreement shall carry, in full force and effect, workers’ compensation, comprehensive general public liability, professional liability and automobile liability insurance coverage’s of the type which the CONSULTANT is required to obtain under the terms of this sub-section, with appropriate limits of insurance.

9. If the CONSULTANT fails to pay for all insurance due and as required above, the TPO may, but shall not be obligated to, pay the same, and upon written request the CONSULTANT shall promptly reimburse the TPO for the cost of said insurance. If the CONSULTANT does not reimburse the TPO, subject to the 15-day grace period, the CONSULTANT shall be in material default of this Agreement and, in addition to all other remedies available at law or under this Agreement, the TPO may, but is not obligated to take such measures as the TPO deems appropriate to pay for such insurance. Upon written request, the CONSULTANT shall immediately reimburse the TPO for the amount thereof (including all interest imposed by the assessing agency for late or non-payment of insurance and penalties attributable thereto) plus interest, all at the then highest legal rate of interest.

C. Indemnification. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against all costs, liabilities, expenses, losses, claims, damages, injuries (including death) or obligations to the extent arising out of breach of CONSULTANT's professional standard of care or negligent actions or omissions taken to implement the accomplishment of the tasks set forth in this Agreement, and not caused by the sole, negligence or, intentional misconduct of the TPO. The CONSULTANT shall indemnify the TPO and hold the TPO harmless from and against any fine, penalty, liability, or cost arising out of the CONSULTANT's (or sub-consultant) violation of this Agreement or violation of any law, ordinance, rule, or governmental regulation applicable to any work or tasks performed or omitted to be performed pursuant to this Agreement or arising therefrom. The TPO and the CONSULTANT agree that the indemnification set forth in this Paragraph includes reasonable attorneys'/paralegals' fees incurred by the TPO due to the matters covered by this indemnification.

D. Defense of the TPO. In the event any action or proceeding shall be brought against the TPO by reason of any matter for which the TPO is indemnified hereunder, the CONSULTANT shall, upon notice from the TPO, at the CONSULTANT's sole cost and expense, resist and defend the same with legal counsel mutually selected by the CONSULTANT and the TPO; provided, however, that the CONSULTANT shall not admit liability in any such matter on behalf of the TPO without the written consent of the TPO and provided, further, that the CONSULTANT shall not admit liability for, nor enter into any

compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of the CONSULTANT.

All provisions of sub-sections C and D shall survive the termination of this Agreement.

SECTION XXII - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The TPO may request additional data collection or re-analysis of data at no expense to the TPO. If the original data collection or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section IV of this Agreement.

The CONSULTANT acknowledges that the TPO will periodically evaluate the CONSULTANT'S performance and that the evaluation will be used by the TPO in determining the CONSULTANT'S qualifications for future contracts with the TPO.

SECTION XXIII - NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the TPO may employ other engineers, planners, professional or technical personnel to furnish services for the TPO, as the TPO, in its sole discretion, finds is in the public interest.

The TPO reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the TPO.

SECTION XXIV - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXV - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION XXVI– USE OF FEDERAL FUNDS

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making on any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “disclosure Form to Report lobbying”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION XXVII- NONDISCRIMINATION

(a) *Compliance with Regulation.* The TPO and the CONSULTANT shall comply with the regulations of U.S. Department of Transportation relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation, which are herein incorporated by reference and made a part

of this Agreement.

(b) *Nondiscrimination.* The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/ or

(4) Disqualifying the contractor from future bidding as non-responsible.

(c) The TPO will take such action with respect to any subcontract or procurement as the Federal Highway Administration (FHWA) may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that, in the event the TPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the TPO may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the Untied States.

SECTION XXVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE):

The CONSULTANT and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises (“DBE”) have the maximum opportunity to compete for and perform contracts. The TPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted

contracts. The TPO's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in the Planning Funds agreement between the TPO and the Florida Department of Transportation ("FDOT"). Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the TPO's agreement with the FDOT. Upon notification to the TPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

SECTION XXIX - ENTIRETY OF AGREEMENT

This writing, together with Work Orders and signed Notices to Proceed that may follow, and all certifications specified in the Request for Proposals #2026-01, including but not limited to certifications made by the CONSULTANT related to Truth-In-Negotiations Certificate; Non-Collusion Proposal Certification; Public Entity Crimes, Certification of Eligibility; Certification Regarding Lobbying; Debarment and Suspension Certification, are hereby made a part of this agreement by this reference and embody the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement, or as specifically prescribed in a Work Order.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or a joint venture. The CONSULTANT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The TPO shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CONSULTANT is an independent contractor.

SECTION XXX – VENUE

Except to the extent Federal law is applicable, the interpretation, effect and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Brevard County or in Circuit Court in and for the Eighteenth Judicial Circuit, Brevard County, Florida.

Venue for any dispute shall be located in state court in Brevard County, Florida, or, if required by Federal law, in in the U.S. District Court for the Middle District of Florida. The CONSULTANT waives venue in any other location and agrees to the bringing of suit involving this Agreement only in the locale set forth above. The parties agree that this location venue is the most convenient to the parties; that Brevard County is where the contract is made; that the governmental agency is headquartered in Brevard County; that the costs of litigation will be less in the venue selected; and the greatest number of witnesses are located conveniently in this venue.

SECTION XXXI – REQUIRED CREDIT/DISCLAIMERS

Pursuant to 23 CFR 420.117(e), the CONSULTANT shall include an appropriate credit reference and disclaimer statement in their work products. The credit reference and disclaimer statement shall be included in the final product and final product report of the CONSULTANT together with any mid-contract term planning or feasibility studies. The credit reference and disclaimer statement shall be in substantially the following form:

> "The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this

report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

SECTION XXXII – FEDERAL TAX ID NUMBER

The CONSULTANT shall provide to the TPO its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.

SECTION XXXIII – EMPLOYMENT AND PROHIBITED INTERESTS

The CONSULTANT shall not engage the services of any person or persons now employed by the TPO, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the TPO. No member, officer, or employee of the TPO either during his tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

SECTION XXXIV – PUBLIC ENTITY CRIMES

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 on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with a 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 for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Any violation of this provision by the CONSULTANT will permit the TPO to immediately terminate this Agreement and hold the CONSULTANT liable for the return of all monies paid to the CONSULTANT.

SECTION XXXV – E-VERIFY

The CONSULTANT shall:

(A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this Agreement; and

(B) expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. This foregoing required shall not be interpreted as authorizing the use or approval to use subcontractors.

SECTION XXXVI – RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS

(a) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, this Agreement may be subject to the approval of FHWA or Florida Department of Transportation.

(b) Record-keeping and document retention. The CONSULTANT and the TPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.

(c) Prohibited Interests. Neither the TPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project that this Agreement is related to or any property included or planned to be included in the project, in which a member, officer, or employee of the TPO either during his or her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the TPO and such disclosure is entered in the minutes of the TPO, the TPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the TPO or the locality relating to such contract, subcontract, or arrangement.

(d) No member, officer, or employee of the TPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

(e) As required by 49 CFR 26.13, the CONSULTANT is advised that the TPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any DOT-assisted contract or in the administration of its DBE ("Disadvantage Business Enterprise") program or the requirements of 49 CFR Part 26.

(f) It is understood and agreed that all rights of the TPO relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

SECTION XXXVII – CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 202X.

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION
An agency of the State of Florida organized and operating
Pursuant to Section 339.175, Florida Statutes

Space Coast Transportation Planning Organization
Name

_____
Signature

Space Coast TPO Chairman
Title

ATTEST:

_____

SCTPO Executive Director (SEAL)

CONSULTANT:

_____

By: (Authorized Signature

_____

(Print Full Name)

_____

Title

_____

Name of Firm

_____

Mailing Address

_____

Phone Number