

**PROFESSIONAL SERVICES
SUBCONTRACT
(CS Agreement 200013)**

This Agreement made this 5th day of February, 2020 by and between Cambridge Systematics, Inc., a Massachusetts corporation with corporate offices at 101 Station Landing, Suite 410, Medford, Massachusetts 02155 (hereinafter called "CS")

AND

GANNETT FLEMING, INC. with offices at 200 SENATE AVENUE, P.O. BOX 67100, HARRISBURG, PA 17106-7100, an independent contractor (hereinafter called "SUBCONTRACTOR")

WHEREAS, CS has entered into a prime contract with Florida Department of Transportation (hereinafter called "CLIENT") with the primary purpose of providing professional consulting services (for purposes of this Agreement, "Client" refers to the party other than CS set forth in the applicable Prime Contract attached as Exhibit C);

AND

WHEREAS, SUBCONTRACTOR agrees to provide support on an as needed basis in support of the Prime Contract;

AND

WHEREAS, CS desires to retain the services of the SUBCONTRACTOR who is willing, qualified and able to perform the work described therein;

NOW, THEREFORE, in consideration of these covenants and promises and other valuable consideration as hereinafter set forth, the parties mutually agree to the terms and conditions as follows:

SECTION 1. Project Description

For purposes of each assignment, the parties shall agree on the terms and conditions of a Task Order, including without limitation, the scope of services to be provided (tasks and milestones), the applicable schedule and a budget. The executed Task Order shall become part of this Contract.

In support of each Task Order, the applicable Prime Contract is attached to this Agreement as Exhibit C and made part of each subsequent Task Order. The Prime Contract CA727 sets forth the description (hereinafter referred to as “Prime Contract”) and is made part of this Agreement. SUBCONTRACTOR and CS agree that the services provided hereunder are subject to the terms of the Prime Contract. SUBCONTRACTOR acknowledges that it is familiar with the terms and conditions of the Prime Contract applicable to its performance hereunder. SUBCONTRACTOR hereby agrees to be bound to CS to the same extent that CS is bound to the respective Client.

SECTION 2. Scope of Services

CS hereby engages the SUBCONTRACTOR and SUBCONTRACTOR hereby agrees to render those services and deliverables described in each Task Order and made part of this Agreement, in a timely and professional manner, in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the SUBCONTRACTOR’S profession currently practicing under similar conditions. SUBCONTRACTOR agrees that all personnel assigned to work under this Agreement are professionally qualified to perform the tasks assigned to and undertaken by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall submit periodic progress reports to CS monthly or as otherwise requested by CS.

SUBCONTRACTOR will perform all tasks in accordance with all FDOT Guidelines and Standards, specified DCA Rules, applicable Florida Statutes and Administrative Rules, and other State laws and policies. that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

SECTION 3. Key Personnel

Key Personnel, if any, are to be identified in EXHIBIT B – COMPENSATION of the Task Order. Key Personnel shall not be reassigned or substituted during the term of this Agreement without the prior written authorization of CS, which shall not be unreasonably withheld. In the event of termination of employment of staff identified as Key Personnel in the Task Order, SUBCONTRACTOR shall provide CS with prompt written notice as well as information regarding the replacement personnel

SECTION 4. Schedule

SUBCONTRACTOR shall perform the services described in accordance with the schedule set forth in each applicable Task Order.

SECTION 5. Compensation

For the performance of services in accordance with the Task Order, CS will reimburse the SUBCONTRACTOR, subject to withholding if specified, for all authorized, reasonable costs, charges, and expenses incurred by the SUBCONTRACTOR for the services rendered as set forth in the applicable Task Order. SUBCONTRACTOR shall be solely responsible for the professional quality, technical accuracy and the coordination of all services performed under this Agreement, and shall, without additional compensation, correct any errors, omissions, or deficiencies promptly upon notice or discovery thereof. It is understood and agreed that CS will not be responsible for payment of any costs incurred by the SUBCONTRACTOR above the total amount authorized by CS. For purposes of the foregoing, the SUBCONTRACTOR agrees that the services described in EXHIBIT A of the Task Order shall be completed for the not-to-exceed amount contained in EXHIBIT B of the Task Order to the reasonable satisfaction of CS and the Client.

SECTION 6. Terms of Payment

SUBCONTRACTOR shall submit to CS, invoices as required by the applicable Task Order. Invoices shall be submitted in a form acceptable to CS, by the sixth (6th) day of every month to be included in the CS invoice to the Client. A final summary of all invoices for total costs incurred, including an itemized breakdown of costs, shall be sent to CS no later than thirty (30) days, or such earlier time as may be required by the Prime Contract, after the end of the contract period or amended end date.

Any invoices received after the sixth (6th) day of the month will not be billed until the following month.

Invoices shall be submitted electronically (in PDF Format) at the following email addresses:

projectinvoice@camsys.com

[cc: \(CS Project Manager\)@camsys.com](mailto:(CS Project Manager)@camsys.com)

Email subject line shall be : CS Agreement No. 200013.XXX, Invoice # XXXXXXXXXX

If SUBCONTRACTOR is unable to submit invoices electronically then SUBCONTRACTOR may mail them to:

Cambridge Systematics, Inc.
101 Station Landing, Suite 410
Medford, MA 02155
Attn: Accounts Payable

SUBCONTRACTOR shall not submit invoices to both locations (email and mail).

SUBCONTRACTOR shall accurately maintain and have available copies of payroll distribution and receipts for reimbursable expenses, and other documents required by CS or the Client for three (3) years following expiration of this Agreement. SUBCONTRACTOR shall allow the Client to inspect and audit any books, records, documents, or other materials related to this Agreement in accordance with the audit and inspection requirements of the Prime Contract.

The parties agree that CS shall not be obligated to pay the SUBCONTRACTOR's invoices until CS receives payment from the Client. CS shall pay the SUBCONTRACTOR within fifteen (15) days after receipt of payment from the Client pertaining to such SUBCONTRACTOR services. Should the client withhold payment either partially or fully for services, CS shall not be obligated to pay the SUBCONTRACTOR until payment is received by CS for services performed by SUBCONTRACTOR. SUBCONTRACTOR hereby agrees to indemnify CS against any payments made by CS to the SUBCONTRACTOR which are subsequently disallowed by the Client and agrees to promptly, within thirty (30) days, reimburse CS for any such amounts plus any interest which CS may be required to pay the Client on behalf of the SUBCONTRACTOR.

SECTION 7. CS Project Manager Authority

SUBCONTRACTOR shall report to the applicable CS Project Manager or his/her representative. Contacts for technical and administrative direction, including any publicity or news releases, shall be made through the CS Project Manager. CS shall have the authority to monitor SUBCONTRACTOR progress against schedule; review, comment upon, and approve all deliverables; convene and conduct meetings with the SUBCONTRACTOR's staff; and initiate changes in SUBCONTRACTOR work scope, schedule, or deliverable products in response to request from the Client including modification, deletion, or addition of tasks. Any modifications to this Agreement shall be made in accordance with Section 8 herein.

SECTION 8. Modifications

This Agreement or subsequent Task Orders shall not be modified except in writing, signed by CS and the SUBCONTRACTOR. CS may, at any time by written order, make changes in the SUBCONTRACTOR's work within the general scope of the Scope of Services set forth in each Task Order. If such change causes an increase or decrease in the SUBCONTRACTOR's cost of, or time required for, the performance of any part of the work, SUBCONTRACTOR shall promptly notify CS. The parties agree to negotiate in good faith to revise this Agreement in the event of (i) legislation or court action that affects this

Agreement or the applicable Prime Contract; (ii) changes in the funds available that affect this Agreement; (iii) changes in the general scope or timing require an adjustment, whether an increase or decrease, to SUBCONTRACTOR's compensation; or (iv) other changes reasonably requested by CS that are necessary to make this Agreement consistent with the applicable Prime Contract. Any adjustment shall be in writing, signed by both parties and appended to this Agreement.

SECTION 9. Independent Contractor

SUBCONTRACTOR shall at all times be deemed to be an independent contractor. This Agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits and losses arising from the efforts of either or both of the parties hereto. Neither party to this Agreement shall have the power to act for or bind the other party except as expressly provided herein. The SUBCONTRACTOR understands and agrees that any and all tax liability that might be assessed on fees paid by CS to the SUBCONTRACTOR are SUBCONTRACTOR's sole responsibility. SUBCONTRACTOR agrees to defend, indemnify and hold CS harmless from and against any and all liability resulting from breach of SUBCONTRACTOR's obligations pursuant to this subparagraph.

SECTION 10. Insurance

SUBCONTRACTOR shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. Unless greater amounts are otherwise specified in the Prime Contract, SUBCONTRACTOR agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated, on an occurrence basis (except for professional liability, which may be provided on a claims-made basis) with insurance carriers that are licensed or authorized in the state(s) where the services will be performed and that have an A.M. Best rating of at least A_VII, a Standard & Poor's rating of at least AA or a Moody's rating of at least Aa2:

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000
Worker's Compensation Employer's Liability	As required by statute \$1,000,000
Professional Liability	\$1,000,000 per occurrence/claim

Each such insurance policy, except professional liability and workers compensation, shall name CS and the Client as additional insureds. Commercial General Liability insurance shall include Personal Injury Liability with Employment Exclusion deleted.

SUBCONTRACTOR shall, prior to commencement of performance under this contract, provide CS with valid Certificates of Insurance. This insurance shall be provided by a reputable insurance company. The insurance shall be maintained in full force and effect during the term of this agreement. The SUBCONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that CS is continuously in possession of evidence of the SUBCONTRACTOR's insurance in accordance with the requirements of this clause. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation ~~or material change adversely~~ affecting CS' interest shall not be effective until thirty (30) days after the insurer's written notice to CS. Alternatively, if such endorsement is not available, SUBCONTRACTOR shall provide written notice to CS of cancellation ~~or material change~~ adversely affecting CS' interest within five (5) days of receiving such notice from SUBCONTRACTOR's insurer.

The insurance coverage limits required herein are minimum limits and shall not be construed as limits on SUBCONTRACTOR's actual coverage amounts. It is expressly understood that any protection required by this clause shall in no way limit the SUBCONTRACTOR's obligation under the clause entitled "Indemnity" nor shall it be construed to relieve the SUBCONTRACTOR of liability in excess of the coverage stated.

SECTION 11. Indemnity

SUBCONTRACTOR shall defend, indemnify, protect and hold harmless CS, its officers, directors, employees, and agents from any and all liability to the extent caused by or arising out of (i) the negligence or willful misconduct of the SUBCONTRACTOR, its employees or agents, (ii) any negligent act, failure to exercise the care customary in the profession, or errors or omission of SUBCONTRACTOR; (iii) a claim that any Work Product or other item furnished by SUBCONTRACTOR hereunder infringes any third party's patent, copyright or other intellectual property rights; (iv) the willful or intentional violation by the SUBCONTRACTOR of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the SUBCONTRACTOR, its independent contractors, agents, or employees; (v) a material breach by the SUBCONTRACTOR of its obligations under this Agreement. The foregoing indemnity shall include any and all reasonable costs and expenses, legal or otherwise, incurred by CS in defense of any claim, demand or suit. The indemnity required herein shall not be limited by reason of the specification of any insurance coverage.

SECTION 12. Delays

SUBCONTRACTOR shall perform its services with due diligence upon receipt of a written notice to proceed from CS. Neither party shall be responsible for delays or failures in performance due to causes beyond the reasonable control of either party. SUBCONTRACTOR will notify CS promptly of any event that will delay deliverables and provide CS with a written notice thereof specifying the reasons for the delay and actions planned to compensate for the delay in performance. CS will not unreasonably withhold an extension to the term of this Agreement.

SECTION 13. Termination

This Agreement shall be terminated immediately if the Agreement between CS and the Client is terminated for any reason or the Client directs CS to terminate the SUBCONTRACTOR's services under this Agreement. Upon receipt of written notice of termination from CS, SUBCONTRACTOR shall discontinue performance and refrain from incurring further costs unless otherwise directed; and deliver to CS all Work Product (defined below in Section 16) the SUBCONTRACTOR has accumulated in the performance of services under this Agreement, whether completed or in progress.

This Agreement may be terminated for convenience, in whole or in part, if CS or the Client shall determine that such termination is in the best interests of such entity. If termination is for convenience, SUBCONTRACTOR shall be compensated for all services performed and reasonable costs incurred up to the effective date of termination subject to SECTIONS 5 and 6 (COMPENSATION and TERMS OF PAYMENT) less amounts previously paid to the SUBCONTRACTOR. Notwithstanding the preceding sentence, SUBCONTRACTOR agrees to be bound by the terms and conditions applicable to termination in the applicable Prime Contract applied to CS by the Client. In no event shall the amounts payable to the SUBCONTRACTOR exceed the then authorized total compensation set forth herein.

In the event of termination for cause or default, the SUBCONTRACTOR shall be compensated only for services satisfactorily performed and accepted by CS, or the Client, and reasonable costs incurred, subject to SECTIONS 5 and 6 (COMPENSATION and TERMS OF PAYMENT) less amounts previously paid to the SUBCONTRACTOR, so long as such services and costs are reimbursed by Client. Notwithstanding the preceding sentence, SUBCONTRACTOR agrees to be bound by the terms and conditions applicable to termination in the applicable Prime Contract applied to CS by the Client. In no event shall the amounts payable to the SUBCONTRACTOR exceed the then authorized total compensation set forth herein.

SECTION 14. Covenant Against Contingent Fees

The SUBCONTRACTOR warrants that it has not:

- Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;
- Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

SECTION 15. Successors and Assigns

This Agreement shall be binding upon SUBCONTRACTOR and CS, their successors and assigns. SUBCONTRACTOR shall not assign, subcontract, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of CS.

SECTION 16. Confidentiality and Data Rights

SUBCONTRACTOR agrees to treat as confidential all proprietary or confidential information provided by CS or the Client, and not to divulge such information to third parties, or SUBCONTRACTOR employees except on a “need to know” basis. If the Prime Contract contains more stringent confidentiality requirements, the Prime Contract confidentiality requirements shall take precedence.

SUBCONTRACTOR agrees that CS or Client, as applicable, shall retain ownership of all data of any type including but not limited to raw data, graphics, text, reports, and computerized media furnished hereunder by either the Client or CS.

Client shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Agreement, with no rights of ownership in SUBCONTRACTOR. SUBCONTRACTOR shall fully and promptly disclose to Client all intellectual property conceived, created, or furnished under this Agreement. SUBCONTRACTOR hereby assigns to Client the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by

SUBCONTRACTOR to Client of the copyright in any intellectual property created, published, or furnished to Client under this Agreement, including all rights thereunder in perpetuity. SUBCONTRACTOR shall not patent any intellectual property conceived, created, or furnished under this Agreement. SUBCONTRACTOR agrees to execute and deliver all necessary documents requested by Client to effect the assignment of intellectual property to Client or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Agreement.

SUBCONTRACTOR's pre-existing intellectual property shall remain the property of the SUBCONTRACTOR; provided however, the SUBCONTRACTOR agrees to grant and does hereby grant to the Client, and to their respective officers, agents, and employees a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform and use all such pre-existing intellectual property in a manner that is directly related to the scope of services set forth in the Prime Contract, inclusive of without limitation, any subsequent amendments or follow on work.

SUBCONTRACTOR's and CS' rights to use the Work Product, to develop derivative works, or to publish any information related to the work shall be governed by the Prime Contract.

In the event of a conflict between the foregoing and the Prime Contract, SUBCONTRACTOR's rights with respect to ownership shall be governed by the Prime Contract.

SECTION 17. Affirmative Action Commitment and Equal Employment Opportunity

SUBCONTRACTOR will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, marital status, national origin, physical disability or Vietnam era veteran status. SUBCONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination in all employment practices. SUBCONTRACTOR will provide CS with written notice of SUBCONTRACTOR's affirmative action commitment.

SUBCONTRACTOR must comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to 49 C.F.R. Part 21 such that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, of any program or activity for which federal financial assistance is received.

SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability or because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. SUBCONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities, including disabled veterans, and veterans of the Vietnam era

without discrimination based upon their disability or veteran status in all employment practices. Without limiting the foregoing, the provisions of 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.4, and 41 C.F.R. Section 60-741.5(a) are incorporated by reference as if fully set forth herein, and SUBCONTRACTOR agrees to comply fully with all such provisions.

CS and SUBCONTRACTOR will abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5d(a), and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on race, color, religion, sex, or national origin. CS and SUBCONTRACTOR will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

SECTION 18. Severability

Should any provision of this Agreement at any time, be in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of this Agreement becomes unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

SECTION 19. Waiver and Interpretation

The failure of CS or SUBCONTRACTOR to insist upon strict adherence to any term of this Agreement at any time shall not be considered a waiver. Any waiver of any term of this Agreement must be in writing and signed by both parties. Any rule of construction that ambiguities are to be interpreted against the drafting party will not apply in the interpretation of this Agreement, including without limitation, any amendments, Task Orders or exhibits hereto.

SECTION 20. Notification

All notices required or permitted under this Agreement shall be in writing and sent to:

To CS

Albert Fowle
CAMBRIDGE SYSTEMATICS, INC.
101 Station Landing, Suite 410
Medford, MA 02155
Tel: (781) 539-6700

To SUBCONTRACTOR

Mary Ross
GANNETT FLEMING, INC.
200 Senate Avenue
P.O. Box 67100
Harrisburg, PA 17106-7100
Tel: 813-882-4366 x6107
mross@gfnet.com

All notices shall be deemed sufficiently served if sent by email with confirmation of receipt, or by US Mail or overnight delivery with proof of receipt. Any notice sent by US Mail will be deemed to have been given five (5) days after the date on which it was mailed.

SECTION 21. Arbitration of Disputes

A dispute between CS and SUBCONTRACTOR which cannot be resolved, shall at the option of either party be submitted to an arbitrator in accordance with the rules of the American Arbitration Association for single panel subject to the initiating party providing ten (10) days written notice of intent to do so. The award rendered by the arbitrator shall be final, and such award may be enforced in any court having jurisdiction thereof. Unless otherwise directed in writing by CS, SUBCONTRACTOR will continue to perform services during any arbitration. The parties agree that the arbitration costs for both parties, excluding legal fees, but including expenses for travel, hotel, and meals as well as the cost of the arbitrator shall be allocated by the arbitrator.

SECTION 22. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Florida.

SECTION 23. Attorneys' Fees

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees, reasonable experts' fees and other related expenses, to be fixed by the arbitrator or the Court.

SECTION 24. Survival

The obligations assumed by each party hereunder which are intended to survive termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

SECTION 25. Conflicts of Interest

SUBCONTRACTOR warrants and represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it might perform; (ii) SUBCONTRACTOR is not subject to any agreement that will prevent SUBCONTRACTOR from performing in full accord with this Agreement; and (iii) SUBCONTRACTOR is not subject to any statute, regulation, rule or ordinance that will limit its ability to perform the obligations under this Agreement.

SECTION 26. Compliance

SUBCONTRACTOR represents and warrants that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency. SUBCONTRACTOR agrees to comply with all applicable Federal, state and local statutes, regulations and ordinances.

SUBCONTRACTOR covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. SUBCONTRACTOR further covenants and agrees that when a former state employee is employed by the SUBCONTRACTOR, the SUBCONTRACTOR will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 15 a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. SUBCONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

SUBCONTRACTOR agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

SUBCONTRACTOR agrees that services performed will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

SECTION 27. E-Verify

SUBCONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SUBCONTRACTOR during the contract term.

SECTION 28. Publicity

SUBCONTRACTOR shall not make any public announcement concerning this Agreement without the advance written approval of CS. Notwithstanding the foregoing, if the parties are unable to mutually agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable laws.

SECTION 29. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SECTION 30. Headings

Any Section headings and captions in this Agreement are solely to facilitate reference for the convenience of the Parties and shall not be used to explain, modify, simplify, or in any way affect the interpretation of the provisions of this Agreement.

SECTION 31. Authority

CS and SUBCONTRACTOR represent and warrant that the individual signing this Agreement is authorized to enter a legal, binding contract on behalf of SUBCONTRACTOR.

SECTION 32. Entire Agreement

This Agreement, exhibits, and attachments hereto, together with any documents incorporated by reference, constitute the entire Agreement between the parties. This Professional Services Agreement supersedes all other written or verbal agreements between CS and the SUBCONTRACTOR with respect to the matters covered herein.

IN WITNESS WHEREOF, this Agreement has been executed by CS and the SUBCONTRACTOR effective from the day and year first written above.

CAMBRIDGE SYSTEMATICS, INC.

By: _____

Date: _____

Accepted,

GANNETT FLEMING, INC.

(Print Name of Authorized Person Signing and Title)

By: _____
(Signature of Authorized Person)

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The attached Prime Contract contains the generic Scope of Services. Specific task assignments by SUBCONTRACTOR and CS will be developed following the issuance of the individual task orders.

EXHIBIT B COMPENSATION

This Blanket Agreement covers the period between January 22, 2020 through January 21, 2023.

This is an indefinite quantity subcontract under which task orders will be issued, with funding to be determined with each individual task order.

Consultant	Job Class	Unit	Rate
Gannett Fleming, Inc.	Chief Planner Home	HOURL	\$212.91
	Engineer 1 Home	HOURL	\$135.95
	Engineering Intern Home	HOURL	\$105.69
	Project Manager 3 Home	HOURL	\$257.15

EXHIBIT C PRIME CONTRACT

The attached Prime Contract **CA727** is hereby incorporated herein and made a part of this Professional Services Agreement. All terms and conditions in the Prime Contract that are applicable to CS shall be applicable to the SUBCONTRACTOR. The SUBCONTRACTOR shall be bound to the terms and conditions set forth in the Prime Contract with respect to the SUBCONTRACTOR's scope of work hereunder.

Required Flow-Down Clauses from Prime Agreement:

C. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the 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 Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.