MIAMI-DADE EXPRESSWAY AUTHORITY
3790 NW 21 St. // Miami, FL 33142
www.mdxway.com

PROFESSIONAL SERVICES AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: MDX-19-06

MDX PROJECT/SERVICE TITLE: LEGAL REPRESENTATION

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is made and entered by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY D/B/A MIAMI-DADE EXPRESSWAY AUTHORITY** (as "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under Chapter 348, Part I, as amended, acting by and through its Governing Board, and STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A (as "THE LAW FIRM"), a Florida corporation, **F.E.I.N. 59-2126062**, collectively referred to herein as the "Parties" to the Agreement.

WITNESSETH:

WHEREAS, the Florida Legislature passed CS/CS/CS/HB 385 Enrolled, and the effects of the bill are detrimental to the existence of MDX; and

WHEREAS, pursuant to MDX Procurement Policy and the MDX Delegation of Authority Policy, the Executive Director has declared an Emergency due to the detrimental effects of referenced HB 385; and

WHEREAS, MDX intends to pursue legal action in order to prevent the dissolution of MDX; and

WHEREAS, due to the time restrictions, sensitivity of the information, and the desired absolute discretion on the credentials of the selected legal firm, through the declaration of Emergency the formal competitive procurement process pursuant to the MDX Procurement Policy is waived; and

WHEREAS, MDX has determined that THE LAW FIRM meets and exceeds the required credentials to effectively represent MDX; and

WHEREAS, MDX desires to enter into an Agreement with THE LAW FIRM.

NOW, THEREFORE in accordance with Section 4.8, *Emergency Procurement* of MDX's Procurement Policy; and Section 2.2, *Emergency Action* of MDX's Delegations of Authority Policy (both publically available on the MDX Website: www.mdxway.com and incorporated herein by reference), and in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein.

2. DEFINITIONS

Amendment: a written, executed Agreement between the Parties modifying the terms of the Agreement within the limitations set forth in the Contract Documents and MDX's Procurement Policy.

Calendar Day: every day shown on the calendar, beginning and subsequently ending at midnight.

Agreement: the entire and integrated agreement between the Parties, superseding all prior negotiations, representations or agreements, either written or oral. The Contract Documents, as may be amended from time to time, form the Agreement between the Parties, setting forth the obligations of the Parties, including, but not limited to, the performance of Services, as well as basis for payment.

Contract Documents: the Agreement, inclusive of all attached Exhibits, and any subsequent Amendments hereto, all treated as one instrument whether or not set forth at length in the form of the Agreement.

Services: the services to be provided by THE LAW FIRM as described in Section 5 of this Agreement.

3. MDX PROJECT FUNDING

The Agreement is subject to the availability of funds in the MDX budget for each fiscal year (7/1 through 6/30). MDX will require written authorization from MDX's Chief Financial Officer ("CFO") of available funds prior to entering into any contract or other binding commitment of funds. MDX will not, during any

fiscal year, expend money for services not approved by the CFO, incur any liability or enter into any contract that by its terms involves the expenditures of money in excess of the amounts budgeted, as available for any expenditure during such fiscal year. If MDX enters into a contract in violation of this Section, such contract shall be null and void, and MDX will not make any payments thereunder. Nothing herein prevents MDX from executing contracts for a period exceeding one (1) year; however, MDX will make such contracts executory only for the value of the services to be rendered, or agreed to be paid for in succeeding fiscal years.

4. EFFECTIVE DATE AND TERM

Subject to the termination provisions set forth herein, as well as an annual appropriation of funds, the Agreement shall become effective as of May 3rd, 2019. The term of the Agreement shall expire at such time when the highest-level court in which MDX has filed suit renders a decision and/or any related legal proceedings have been resolved to MDX's satisfaction.

5. SCOPE OF SERVICES

Using reasonable care and respect, THE LAW FIRM shall handle and facilitate any and all legal matters regarding and/or resulting from MDX's attempt to prevent the dissolution of MDX. In addition, as may be necessary, THE LAW FIRM shall consult and coordinate with other legal professionals that MDX may engage with in this pursuit. THE LAW FIRM shall consult and coordinate with, as well as submit to copies of all relative legal documentation within an appropriate amount of time, the MDX Executive Director and/or his designee.

6. COMPENSATION AND PAYMENT OF INVOICES

MDX will forward THE LAW FIRM a retainer of Eight Hundred Thousand Dollars ($800,000) for the Services. THE LAW FIRM will submit monthly statements, as further detailed below, reflecting the time and expenses incurred and an on-going tally of the reductions made against the retainer.

During the term of the Agreement, MDX shall compensate THE LAW FIRM in accordance with the provisions contained within this Section. In addition to the following billable hourly rates, MDX shall reimburse THE LAW FIRM for out-of-pocket expenses reasonably incurred in the course of rendering the Services. Payment for out-of-pocket expenses shall be paid as a direct pass-thru.

The following are the Hourly Rates for the Agreement.

Shareholders:

Eugene Stearns	$1,450.00
Glenn Burhans	$ 625.00
Bridget Smitha	$ 425.00
Kelly O'Keefe	$ 525.00
Gigi Rollini	$ 525.00

Associate:

Melanie Leitman	$ 390.00

Paralegals:

Patty Tassinari	$ 340.00
Madison Harrell	$ 210.00

THE LAW FIRM has agreed to apply a 20% discount to all hourly rates and fees. The monthly statement and retainer reduction shall reflect the discount.

THE LAW FIRM shall submit monthly statements reflective of Services completed or expenses incurred during the reporting period. Statements shall be dated and shall include the firm name, tax identification number, date statement, the period reported, as well as the total amount incurred. In addition, the Services rendered shall be clearly identified and the name of the person(s) performing the Services, the dates the Services were rendered and the corresponding hourly rate shall be listed accordingly.

When submitting a statement, THE LAW FIRM shall certify under oath and in writing, in accordance with the formalities required by Florida law, the statement has been submitted in good faith, the supportive data is accurate and complete to THE LAW FIRM's best knowledge and belief, and the statement amount reduced from the retainer accurately reflects what THE LAW FIRM believes to be MDX's liability for the Services performed in accordance with the Contract Documents. Such certification must be made by a partner of THE LAW FIRM. Statements shall be submitted in detail sufficient for a proper pre-audit and post-audit

If the Agreement expires, or it is terminated pursuant to the provisions of the Agreement, and the retainer amount has not been exhausted, THE LAW FIRM shall return to MDX all non-incurred amount immediately upon the expiration or termination date of the Agreement.

Together with each statement submittal, THE LAW FIRM shall include a monthly activity report relaying all pertinent information with regard to case action and proceedings, as well as THE LAW FIRM's involvement, while ensuring MDX Executive Director and/or his designee is properly informed to the fullest extent (choice of format shall be left to the discretion of THE LAW FIRM). Statements, together with the monthly activity report, shall be submitted to the attention of:

MDX General Counsel
Miami-Dade Expressway Authority
3790 NW 21st Street
Miami, FL 33142

7. SERVICES NOT AUTHORIZED BY MDX

THE LAW FIRM shall not perform any services that have not been described or provided for in the Agreement, or any such services not covered by an Amendment to the Agreement. Compensation for any services performed outside the requirements of the Contract Documents shall not be the obligation of MDX.

8. CHANGES TO THE SERVICES

Before making any additions or deletions to the Services, and before undertaking any changes or revisions to the Services, the Parties shall negotiate any necessary cost changes, if any, and shall enter into a Amendment to the Agreement covering such modifications and the compensation to be paid thereof.

When MDX requires services not defined or covered by an agreed upon price under the Agreement, and MDX finds that such service(s) is essential to the satisfactory performance of the Agreement, within its intended scope, MDX will make an adjustment to the Agreement. The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable upon mutual agreement with THE LAW FIRM, as well as any relevant provisions of the Contract Documents. Any contractual changes to the Agreement shall require approval by MDX and therefore execution of an Amendment by and between the Parties.

9. PERFORMANCE

THE LAW FIRM agrees to meet all the terms and conditions and satisfy all the requirements of the Contract Documents in the manner and to the full extent as set forth therein. All of which are hereby adopted and made part of the Agreement.

THE LAW FIRM acknowledges that performance under the Agreement shall be subject to MDX's Code of Ethics, except when (if ever) MDX's Code of Ethics conflicts with the Florida Bar's Rules Regulating the Conduct of Attorneys, and shall be evaluated in accordance with Article 10 of MDX's Procurement Policy (both documents publically available on the MDX Website: www.mdxway.com for reference).

10. APPROVED PERSONNEL

THE LAW FIRM shall maintain an adequate, dedicated and competent professional staff and shall remain authorized at all times to do business within the State of Florida. THE LAW FIRM shall require that all of its employees are competent, careful, and reliable. All personnel shall have the skills, competence and experience necessary to properly perform the Services as required by the Agreement.

If, in the opinion of MDX, any person providing Services on behalf of THE LAW FIRM is not qualified to perform the Services, or is disruptive or detrimental to the progress or outcome of the Services, such person shall be immediately removed by THE LAW FIRM from performing such Services, upon written direction from MDX. Such person shall not be re-assigned to perform Services for MDX without the written permission of MDX. If THE LAW FIRM fails to immediately remove such person, MDX may, at its sole discretion, withhold payments due, or which may become due or may suspend the Services until the person is removed.

THE LAW FIRM shall protect, indemnify, and hold harmless MDX, its members, directors, employees, agents and/or successors from any and all claims, actions, or suits arising from such removal, discharge, or suspension of an employee or person providing Services on behalf of THE LAW FIRM, based on the direction of MDX.

MDX will consider the employment by THE LAW FIRM of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by MDX if determined that THE LAW FIRM knowingly employs unauthorized aliens.

11. SUBCONTRACTING

THE LAW FIRM is prohibited from subcontracting out any of the Services required hereunder, unless expressly agreed to in writing by MDX.

To the extent required, MDX reserves the right to approve in advance the selection and fee of witnesses, consultants and experts engaged by THE LAW FIRM on behalf of the Lawsuit. MDX shall have no obligation to THE LAW FIRM for any payment to third parties, unless specifically authorized in advance by MDX in its sole discretion.

12. REVIEW OF DOCUMENTATION RELATING TO SERVICES

MDX shall maintain the right to review the Services performed by THE LAW FIRM and request any documentation from THE LAW FIRM to ensure quality Services are being provided. Upon request, THE LAW FIRM shall make available to MDX complete records of all costs incurred for purposes of auditing prior or current invoices.

THE LAW FIRM acknowledges that all Services provided pursuant to the Agreement are subject to the provisions of Chapter 119, Florida Statutes, regarding public records retention and disclosure.

Records are to be kept on file by THE LAW FIRM for the entire term of the Agreement and for a period of three (3) years after the later of: (i) the end of the term of the Agreement; or (ii) until all claims (if any) regarding the Agreement are resolved.

Such records shall include, but not be limited to, contract files and THE LAW FIRM's general accounting records related to its obligations under the Agreement, together with supporting documents and records of THE LAW FIRM performance of Services under the Agreement, as well as all other records of THE LAW FIRM considered necessary by MDX for a proper audit of all costs associated with the Agreement.

To the extent the Services under the Agreement require access to proprietary or confidential business or financial data of MDX, or other companies, and as long as such data remains proprietary or confidential, THE LAW FIRM shall protect such data from unauthorized use and disclosure.

13. INSURANCE REQUIREMENTS

THE LAW FIRM agrees to fully comply with the **Insurance Requirements** defined in **EXHIBIT "A"** attached hereto.

14. INDEMNIFICATION

THE LAW FIRM agrees to indemnify, defend (if not prohibited by law) and hold harmless, MDX, its members, employees, agents or successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by THE LAW FIRM, its principals, officers, employees, agents or successors during the performance of Services under the Agreement, whether direct or indirect, and whether to any person or property to which MDX or said Parties may be subject.

THE LAW FIRM's obligation to indemnify, defend (if not prohibited by law) and hold harmless MDX shall be triggered by MDX's notice of claim for indemnification to THE LAW FIRM. THE LAW FIRM's inability to evaluate liability or its evaluation of liability shall not excuse THE LAW FIRM's duty to indemnify, defend and hold harmless MDX within seven (7) Calendar Days after such notice by MDX is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted, specifically finding MDX solely negligent, shall excuse performance of this provision by THE LAW FIRM with respect to this indemnification of MDX except that THE LAW FIRM shall only be liable to the extent of its own negligence, recklessness, or intentionally wrongful conduct, and provided that this agreement to indemnify impairs THE LAW FIRM's insurance coverage or otherwise deprives THE LAW FIRM of any benefits under said insurance, assuming such insurance complies with the requirements of the Contract Documents. MDX's failure to notify THE LAW FIRM of a claim shall not release THE LAW FIRM of the above duty to indemnify, defend (if not prohibited by law) and hold harmless except to the extent such failure to notify prejudices or impairs THE LAW FRIM's ability to defend.

15. TERMINATION

If MDX substantiates performance of Services by THE LAW FIRM is unsatisfactory, MDX shall have the option, at its sole discretion, of: (i) immediately terminating the Agreement, or (ii) notifying THE LAW FIRM of the deficiency with a requirement that the deficiency be corrected within a specified timeframe. Should THE LAW FIRM fail to correct any such deficiency, the Agreement shall be terminated at the end of such designated period of time.

Performance of Services under the Agreement may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that any such termination is in its best interest. MDX shall notify THE LAW FIRM of its intent to terminate the Agreement with instructions as to the effective date of

termination, which effective date shall not be less than thirty (30) Calendar Days after the date of such notification, or shall specify the stage of Services at which the Agreement shall be terminated. Upon termination, THE LAW FIRM shall be entitled to payment for Services completed to the date of termination only.

Notwithstanding the rights of MDX to terminate the Agreement as described elsewhere in the Agreement, THE LAW FIRM shall not be relieved of liability to MDX for damages sustained by MDX, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of the Agreement by THE LAW FIRM, and MDX may withhold any payment due THE LAW FIRM up to the amount of damages claimed by MDX for the purpose of set-off, until such time as the exact amount of damages due to MDX is agreed upon or otherwise determined.

MDX reserves the right to terminate or cancel the Agreement in the event THE LAW FIRM shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

If the Agreement is terminated before performance is completed, THE LAW FIRM shall be paid for Services satisfactorily rendered in accordance with the terms of the Agreement, except as stated in this Section or for any amounts in dispute. THE LAW FIRM retains the right to terminate this agreement at any time with a minimum of thirty (30) Calendar Days written notice and subject to the rules of professional conduct.

16. CONFLICT OF INTEREST

The attorneys specifically working on this case, listed in Section 6 herein, or other attorney that may be assigned to the case throughout the course of the Agreement ("Counsel"), shall comply with and be subject to the provisions of Rule 4-1.7 of the Florida Bar. Counsel agrees that if a Conflict of Interest is identified during performance, they will immediately make a full disclosure in writing to MDX's Executive Director or his or her delegate. This disclosure shall include a description of actions, which Counsel has taken or propose to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. Counsel shall discontinue any relevant performance until notified by MDX's Executive Director or his or her delegate of any contrary action to be taken.

MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Services,

terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement. If Counsel was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by Counsel , MDX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, or pursue such other remedies as may be permitted by law or this Agreement.

In addition to all other herein required disclosures related to Conflict of Interest, Counsel is also required to annually submit to the MDX Ethics Officer the MDX Annual Disclosure Form, attached hereto and incorporated herein as Exhibit D, and provide the following information:

(i) Any relationship that Counsel has that will afford a current or future financial benefit to Counsel, or to a relative or business associate of Counsel, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest. The term relative shall have the same meaning as provided in §112.312, Florida Statutes.

(ii) Whether a relative of Counsel is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the MDX Ethics Officer.

(iii) Any and all interest in real property held by Counsel or Counsel's immediate family, if such real property is located in or within a ½ mile radius of any actual or prospective MDX project. Prior to the execution of the Agreement, Counsel has been provided a corridor map and a related property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners.

The MDX Annual Disclosure Form must be submitted by Counsel on the Effective Date of the Agreement and updated every year on the same date. It is Counsel's responsibility to obtain from MDX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the MDX Annual Disclosure Form. Failure by

Counsel to timely submit the MDX Annual Disclosure Form is a default under the Agreement and MDX, at its sole discretion, may enforce all applicable provisions under the Agreement, including and up to termination of the Agreement.

17. OWNERSHIP OF DOCUMENTS

Any and all documents, including, but not limited to, court filings, reports, photographs and any other data and information provided or created in connection with the Lawsuit and the Agreement (the "Case Material"), are, and shall remain, the property of MDX. In the event of termination of the Agreement, all Case Material prepared by or in possession of THE LAW FIRM shall be delivered to MDX within seven (7) days of termination of the Agreement. Any compensation due THE LAW FIRM shall be withheld until all Case Material has been officially received by MDX. Notwithstanding the foregoing, THE LAW FIRM may retain copies of the Case Material at its sole discretion and as may be required for legal or regulatory compliance, subject to the provisions of Chapter 119, Florida Statutes, regarding public records retention and disclosure.

18. REQUIRED DOCUMENTATION

THE LAW FIRM agrees it shall complete, sign accordingly and submit to MDX the **Vendor's Bill of Rights and Responsibilities**, attached hereto as **EXHIBIT "B,"** and the **Sworn Statement on Public Entity Crimes**, attached hereto as **EXHIBIT "C."**

19. FORCE MAJEURE

The failure of either MDX or THE LAW FIRM to comply with any provision of the Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either Party, (except compliance with applicable codes and regulations) will not be considered a breach of the Agreement.

20. COMPLIANCE WITH LAWS

THE LAW FIRM, its employees and representatives shall at all times comply with federal, State, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities pertaining to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in performance of the Services under the Agreement.

21. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of the Agreement shall be in Miami-Dade County, Florida.

22. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

If any dispute regarding claims arising hereunder, or related to the Agreement and THE LAW FIRM's performance of Services hereunder results in Litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs including costs and expenses of expert witnesses.

The term "Contested Claim" or "Claim" shall mean the initial written, or original claim submitted to MDX by THE LAW FIRM (disputed by MDX), which have not otherwise been resolved in accordance with the terms of the Agreement prior to the initiation of Litigation. THE LAW FIRM's Claim, or portions thereof, which MDX agreed to pay or offered to pay prior to initiation of Litigation, shall not be deemed a Contested Claim for purposes of this provision. If THE LAW FIRM submits a modified, amended or substituted claim after its original Claim and such modified, amended or substituted claim is for an amount greater than the original Claim, the higher amount shall be the Claim.
Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a Claim is initially submitted to MDX through and including trial, appeal and collection.

In the circumstance where an original Claim is subsequently modified or amended, or a substituted claim is filed, fees and costs shall accrue from the date of when the original Claim was submitted.
The term "Litigation" shall include mediation proceedings and arbitration.

As a condition precedent to Litigation, THE LAW FIRM shall have first submitted its Claim, together with supporting documentation, to MDX, and MDX shall have had sixty (60) Calendar Days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated Claims, and, as a result thereof, MDX and THE LAW FIRM agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed

that the purpose of such statute or rule are being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

No court proceedings on any Claim may be filed until the Parties have first participated in mediation.

All Services shall be performed by THE LAW FIRM in accordance with sound business and accounting practices to the satisfaction of MDX. MDX shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality, amount and value thereof; and its determination upon all Claims, questions and disputes shall be final and conclusive upon the Parties hereto. Adjustment of compensation because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of MDX and any such adjustments shall be evidenced by an Amendment(s) between the Parties in accordance herewith.

In the event that THE LAW FIRM and MDX are not able to reach an agreement as to the amount of compensation to be paid to THE LAW FIRM for additional services desired by MDX, THE LAW FIRM will be obligated to proceed with the additional services in a timely manner for the amount determined by MDX to be reasonable. In such event, THE LAW FIRM will have the right to file a Claim with MDX for such additional amounts as THE LAW FIRM deems reasonable; however, in no event will the filing of the Claim or the resolution or litigation thereof through the courts relieve THE LAW FIRM from the obligation to timely perform the additional services.

23. WAIVER OF JURY TRIAL

To encourage prompt and equitable resolution of any litigation that may arise hereunder, THE LAW FIRM waives any right it may have to a jury trial.

24. SERVICE OF PROCESS

In the event of any litigation arising out of the Agreement, THE LAW FIRM acknowledges service of process may be made on its registered agent, as designated in the corporate records of the Florida Department of State Division of Corporations.

25. SOVEREIGN IMMUNITY

No provision of the Contract Documents shall be construed as a waiver of sovereign immunity by MDX.

26. ASSIGNMENT

THE LAW FIRM shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of MDX, which shall not be unreasonably withheld.

27. CONSTRUCTION AND CAPTIONS

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in the Agreement are for the convenience of the Parties only and shall not be construed to limit or otherwise define the scope of the Agreement.

28. EXECUTION

The Agreement shall be executed by a duly authorized representative of the Parties of Agreement.

29. ENTIRE AGREEMENT

The Agreement embodies the whole Agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either MDX or THE LAW FIRM other than contained herein. The Agreement shall inure to the benefit of and be binding on the Parties or their successor(s).

30. NOTICES

Notices required under the Agreement shall be e-mailed, mailed (U.S. Certified Mail), or hand-delivered as follows, unless a party directs in writing that notices shall be provided to it at another location or to another individual.

To MDX:	Ms. Helen M. Cordero Manager of Procurement & Agreement Administration Miami-Dade Expressway Authority 3790 N.W. 21st Street Miami, Florida 33142 Tel: 305/637.3277 (ext. 1123) e-mail: hcordero@mdxway.com
With a copy to:	Carlos M. Zaldivar, Esq., MDX General Counsel Miami-Dade Expressway Authority 3790 N.W. 21st Street Miami, Florida 33142 Tel: 305/637.3277 (ext. 2210) e-mail: czaldivar@mdxway.com
To THE LAW FIRM	Eugene E. Stearns, Shareholder Stearns Weaver Miller –Miami Museum Tower 150 West Flagler Street, Suite 2200 Miami, Florida 33130 305/798-3400 e-mail: estearns@stearnsweaver.com

31. DEFINED TERMS

Capitalized terms used herein, unless otherwise defined in the Agreement, shall have the meanings ascribed to them in the Contract Documents.

32. SEVERABILITY

If any one or more of the covenants, agreements or provisions of the Agreement shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

33. EXHIBITS

All Exhibits attached hereto contain additional terms of the Agreement and are incorporated as if actually set forth herein.

Exhibit A: Insurance Requirements
Exhibit B: Vendor's Bill of Rights and Responsibilities
Exhibit C: Sworn Statement on Public Entity Crimes
Exhibit D: MDX Annual Disclosure Form

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their respective and duly authorized representatives as of the Effective Date defined herein.

MIAMI DADE EXPRESSWAY AUTHORITY

By: _____
Javier Rodriguez, P.E.
Executive Director

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

By: _____
Authorized Signatory

Print Name: EUGENE E. STEARNS

Print Title: Chairman