**Purpose of Notice:**

The Central Florida Expressway Authority (CFX) requested that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) perform the additional work listed in Exhibit “A” hereto (the “Additional Work”) under Contract No. \_\_\_\_\_\_\_\_\_ (the “Contract”). Ordinarily, CFX and Contractor would enter into a Supplemental Agreement under the Contract spelling out the terms upon which the Additional Work was to be done and the consideration, including additional contract time if any, which would be given in exchange for the Additional Work. Due to the following special circumstances, however, the parties were unable to enter into a written Supplemental Agreement in advance of the performance of all or a portion of the required Additional Work.

*(List special circumstances here):*

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While recognizing that the total consideration due for the Additional Work has yet to be finally and formally agreed upon by the Authority and the Contractor, the CFX does not wish to hold back all payment for the Additional Work pending that determination to the detriment of Contractor. Therefore, the CFX is tendering with this notice payment of its good faith estimate of the reasonable consideration for the Additional Work.

NOTE: The CFX hereby acknowledges and agrees that be accepting the enclosed payment the Contractor in no way waives Contractor’s right to claim that additional consideration, including additional time, is due for the Additional Work. In the event that Contractor believes additional consideration is due, the CFX agrees to consider such claim in good faith and in accordance with the terms of the Contract and industry standards.

This Notice deals strictly with the Additional Work and, unless specifically set forth herein, does not alter the force and effect of the Contract, including previous amendments or supplements thereto. All sums paid by the CFX hereunder shall be credited against the sums that may be due the Contractor for the itemized work set forth in Exhibit “A”.

Net Amount of Construction Changes per this Notice

Subject to final adjustment of disputes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Original Contract Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECOMMENDED BY:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| CEI Resident/Project Engineer |  | Date |  | Resident Engineer/ Construction Manager |  | Date |

**APPROVED BY:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
|  |  | Date |  |  |  |  |
| Director of Construction |  |  |  |  |  |  |

**THIS NOTICE NOT VALID**

**UNLESS EXHIBIT “A” IS ATTACHED**

-------------------------------------------------DO NOT WRITE BELOW THIS LINE-------------------------------------------

“ISSUANCE” cumulative total for items B, C, and E are complied from the sum of all Notices of Payment, Change Orders and Supplemental Agreements executed or in progress at the time of issuance. The “EXECUTION” cumulative totals will reflect this Notice of Payment chronologically at the time of execution by the CFX+. A completed original will be forwarded to the Contractor with a copy to the Contractor’s Surety, the CEI and to the CMC for their records.

For CFX Use Only

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | Issuance |  | Execution |
|  |  |  |  |  |  |  |
| A. |  | Net Amount of Construction Changes this Notice  (Subject to Final Adjustment) |  |  |  |  |
|  |  |  |  |  |  |  |
| B. |  | Amount of Construction Changes  Previously Ordered |  |  |  |  |
|  |  |  |  |  |  |  |
| C. |  | Net Amount of Construction Changes to Date |  |  |  |  |
|  |  |  |  |  |  |  |
| D. |  | Original Contract Amount |  |  |  |  |
|  |  |  |  |  |  |  |
| E. |  | Revised Contract Amount |  |  |  |  |